



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 18, 2025**

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The Columbia City Council will conduct a Regular Meeting on Tuesday, March 18, 2025 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at [www.columbiasc.gov](http://www.columbiasc.gov). Please contact the City Clerk's Office at (803)545-3045 or [cityclerk@columbiasc.gov](mailto:cityclerk@columbiasc.gov) if you have questions regarding this meeting.

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

Prior to entering the meeting please silence all electronic communication devices. All presenters are asked to speak directly into the microphone for recording purposes.

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF AGENDA**

### **PUBLIC INPUT**

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

### **APPROVAL OF MINUTES**

1. Approval of March 4, 2025 Work Session and Regular Meeting Minutes  
**Updated**

### **PRESENTATIONS**

2. Social Work Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. Office of Neighborhood Safety and Engagement Quarterly Update - Mr. Trevon Fordham, Ed.D., Director **Deferred**



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 18, 2025**

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### **CONSENT AGENDA ITEMS 4 THROUGH 9**

4. Council is asked to approve a Sole Source Contract Amendment #2 for the Purchase of Godwin Pumps, Products, Parts, Repair Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water on February 20, 2025. Award to Xylem Dewatering Solutions, Inc., in an amount not to exceed \$80,000.00. The current term of the contract ends on June 30, 2025. This firm is located in Summerville, SC.

*Funding Source: Utilities Metro Wastewater Plant - Equipment/Service Supply (5516208-631800). The current budget amount is \$30,000.00. The budget amount for this amendment is \$80,000.00. The total revised budget amount is \$110,000.00.*

5. Council is asked to approve the Purchase of Licenses for Citywide GPS Monitoring Services, as requested by the Fleet Services Division on February 17, 2025. Award to Samsara, Inc., using the Sourcwell Cooperative Contract in the amount of \$169,319.38. This vendor is located in San Francisco, CA.

*Funding Source: Equipment Service Fuel Parts and Repair - Cloud Based Software Solutions (6308970-632170). The original budget amount is \$169,319.38.*

6. Council is asked to approve Project PK121201; Purchase of Six (6) Triangular Canopies for Hyatt Park, as requested by the Parks and Recreation Department on March 5, 2025. Award to Shade Systems, Inc., using the HGACBuy Cooperative Contract in the amount of \$128,223.38. This vendor is located in Ocala, FL.

*Funding Source: Community Development Block Grant; General Capital Projects - Hyatt Park and Randall Avenue Pocket Park - Recreation Physical Fitness Equipment-Capital (4039999-PK121201-658900). The original budget amount is \$128,223.38.*

7. Council is asked to approve Project PK121201; Purchase of Playground Equipment for Randall Avenue Park, as requested by the Parks and Recreation Department on March 3, 2025. Award to Carolina Parks and Play, LLC, using the Sourcwell Cooperative Contract in the amount of \$206,681.40. This vendor is located in Cary, NC.

*Funding Source: Community Development Block Grant; General Capital Projects - Hyatt Park and Randall Avenue Park - Recreation Physical Fitness Equipment-Capital (4039999-PK121201-658900). The original budget amount is \$206,681.40.*





## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 18, 2025**

8. Council is asked to approve a new Contract for Projects PK12501/PK121725; Renovations and Restroom Upgrades to include Hands-Free Technology at Various Parks and Recreation Facilities, as requested by the Parks and Recreation Department on November 15, 2024. Award to MADCO Contracting and Consulting Services in an amount not to exceed \$965,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred ninety (190) days from commencement. This contractor is located in Lexington, SC.

*Funding Source: Community Development Block Grant: General Capital Projects - Charles R. Drew Wellness Center Bathroom Renovation - Capital Project Costs (4039999-PK121501-658650) \$250,000.00 and Community Development Block Grant - CV: General Capital Projects - Parks and Recreation Restroom Upgrades Touchless - Capital Project Costs (4039999-PK121725-658650) \$715,000.00. The original budget is \$965,000.00.*

9. Ordinance No.: 2025-012 - Approval for Acquisition of 2903 North Main Street for the Vista Greenway, Phase 3 Project; Richland County TMS#09110-24-01 (3,545.06 SF; 0.08 Acre); CF#250-590 for extension of the pedestrian trail from Elmwood Avenue to Harden Street Extension

*First reading approval was given on March 4, 2025.*

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

10. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

*Ordinance No.: 2025-014 - Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.*

*Council District: 3*

*Applicant: Pranv Patel and Tushar Patel*

*Staff Recommendation: Approval*

*PC Recommendation: 02/13/2025; Approval (6-0)*



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 18, 2025**

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11. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2309 Leesburg Road, TMS# 19208-02-17

*Ordinance No.: 2025-015 - Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.*

*Council District: 4*

*Applicant: Victoria Sosa Adams*

*Staff Recommendation: Approval*

*PC Recommendation: 02/13/2025; Approval (6-0)*

12. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2313 Leesburg Road, TMS#19208-02-16

*Ordinance No.: 2025-016 - Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.*

*Council District: 4*

*Applicant: Preston Bunche*

*Staff Recommendation: Approval*

*PC Recommendation: 02/13/2025; Approval (6-0)*



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 18, 2025**

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13. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend area subject to height reduction in the Innovista Design Overlay (OV-ID)

*Ordinance No.: 2025-013 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts*

*Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the limitation of height except within 300' of the western boundary of the West Gervais Protection Area.*

*Applicant: Mayor Daniel J. Rickenmann*

*Staff Recommendation: Council Member Sponsored*

*PC Recommendation: Approval (6-0)*

### **ORDINANCES - FIRST READING**

14. Ordinance No.: 2025-017 - Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC
15. Ordinance No.: 2025-019 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Alexander J. Christian for the transfer of 5216 Randall Avenue, Richland County TMS #R11705-15-01

### **EVENT RESOLUTIONS**

16. Resolution No.: R-2025-001 - Authorizing consumption of beer and wine only at Main Street Jazz Fest in the 1700 block of Main Street on Saturday, May 10, 2025
17. Resolution No.: R-2025-005 - Authorizing consumption of beer and wine only at Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street on Sunday, April 13, 2025
18. Resolution No.: R-2025-007 - Authorizing consumption of beer, wine, and liquor at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 27, 2025



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19. Resolution No.: R-2025-008 - Authorizing consumption of beer, wine, and liquor at the Contemps Ball at 1515 Main Street on Saturday, March 22, 2025

### **APPOINTMENTS**

20. Board of Zoning Appeals
21. Climate Protection Action Committee
22. Design Development Review Commission
23. Hospitality Tax Advisory Committee

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

#### **PUBLIC INPUT**

Individuals are allotted up to three minutes to address City Council. Items requiring a public hearing cannot be addressed at this time.

#### **EXECUTIVE SESSION**

24. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
- *Audra Hatcher v. City of Columbia*
  - *Ernest Johnson v. City of Columbia*
  - *O. Stanley Smith, Acre Plus, LLC and Constan Gervais Street Car Wash, Inc. v. City of Columbia*
25. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
- *2221 Devine Street*

#### **ADJOURNMENT**



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Clerk

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

**SUBJECT:** Council is asked to approve the March 4, 2025 Work Session and Regular Meeting Minutes.

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** MN\_03042025\_WS (DOCX)
- **#b:** MN\_03042025 (DOCX)



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

### **CALL TO ORDER**

The Columbia City Council conducted a Work Session on Tuesday, March 4, 2025 at City Hall (Mayor's Conference Room), 1737 Main Street, Second Floor, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:12 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. 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 Edward H. McDowell, Jr. offered the invocation.

### **ADOPTION OF THE AGENDA**

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda as presented.

### **CITY COUNCIL DISCUSSION**

1. 2025-2029 Consolidated Plan: Priorities and Target Neighborhoods - Mr. Erich Chatham, Lead Consultant for Civitas, LLC – *Received as information. No action was taken.*

Mr. Erich Chatham, Lead Consultant for Civitas, LLC provided a brief update on the 2025-2029 Consolidated Plan as a follow-up to a previous presentation. There were 125 responses to the community survey and the top three priority needs were affordable housing, public services, and economic development. He reviewed the priorities and recommended goals for Community Development Block Grant (CDBG), HOME Program, and Housing Opportunities for Persons with AIDS (HOPWA) funding. He noted that HUD does not require local jurisdictions to allocate funds by geography. He recommended against specifically identifying target neighborhoods. He presented proposed target areas based on prior discussions and the current budget for each fund. Specific funding recommendations and the draft plan will be presented later.

There was discussion about stakeholder responses; use of funds to address slum and blight; mental health services through MIRCI; and the future of federal funding.



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### **PRESENTATIONS**

2. Black Expo Update - Mr. Darrin Thomas, President of Thomas Media Group, LLC – *Received as information. No action was taken.*

Mr. Darrin Thomas, President of Thomas Media Group, LLC shared details about the upcoming 25<sup>th</sup> annual Black Expo to be held on May 17, 2025. He highlighted Columbia's ranking in diabetic amputations and the event's focus on diabetes prevention, education, and healthier lifestyles. In partnership with Prisma Health and MUSC, the Black Expo will feature collaborations with Johnson & Johnson Pharmaceuticals and Novo Nordisk. The South Carolina Commission of Agriculture will provide 2,000 bags of local produce; a chef will offer healthy food samples; and The COMET will provide transportation passes.

There was discussion about the city's Blue Zone assessment; collaborating with InstaCart, Prisma Health and MUSC; and creating health data benchmarks for attendees.

3. Five-Year Plan and Operational Update - Mr. Andy Marquart, CEO of EdVenture – *Received as information. No action was taken.*

Mr. Andy Marquart, CEO of EdVenture Children's Museum provided updates on the museum's Five-Year Plan and operations. Key initiatives include the introduction of second-generation exhibits with a focus on 21<sup>st</sup> century experiences, expanding the target age range to 12, and tapping into the aviation market through a flight and maker space. The museum is also prioritizing workforce development, safety improvements, and partnerships with the State Museum. He highlighted efforts to expand outreach post-COVID and adapt programs to the needs of schools. A new \$4 million exhibit featuring dinosaurs made from recycled materials is set to open soon.

There was discussion about the use of empty gallery space; programming challenges with the patio space; coordination with Parks and Recreation for site cleanup; the need for growth to accommodate visitors; coordinated marketing with Experience Columbia; visitor surveys; targeted messaging; tandem tickets; connectivity with the Riverfront; and sustainability.





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### **EXECUTIVE SESSION**

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 2:24 p.m. for the discussion of **Items 4** and **5**. Mr. Brown was not present for the vote.

4. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
  - *Per- and Polyfluoroalkyl Substances (PFAS)*
  - *Resolution 2025-010*
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)
  - *Project Catalyst*

### **ADJOURNMENT**

The meeting was adjourned at 4:20 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



## **COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025**

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### **CALL TO ORDER**

The Columbia City Council conducted a regular meeting on Tuesday, March 4, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:45 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. 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 Edward H. McDowell Jr. offered condolences to the family of singer and Columbia native, Ms. Angie Stone, who passed away over the weekend. Following that, he offered the invocation.

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF AGENDA**

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to adopt the agenda subject to deferring consideration of **Item 17** (Zoning Map Amendment for 1205 Colleton Street, TMS# 11705-05-16).

Councilor Bailey took a moment of personal privilege to congratulate Ms. Tiffany Latimer, Director of Customer Service on five years of service with the City of Columbia.

### **PUBLIC INPUT**

No one appeared at this time.

### **APPROVAL OF MINUTES**

1. Council is asked to approve the February 18, 2025 City Council Regular Meeting Minutes.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the February 18, 2025 City Council Regular Meeting Minutes.

### **PRESENTATIONS**

2. Mr. John Victor Furgess, Sr. Remembrance Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann extended condolences to Ms. Furgess, reflecting on the late Mr. Furgess as a pillar of the community.

Mayor Rickenmann and the members of City Council proclaimed March 4, 2025 as Mr. John Victor Furgess, Sr. Remembrance Day.

Councilor McDowell shared personal reflections on Mr. Furgess, who was known for his energy and influence in the community. John will be missed, his legacy and spirit will continue to inspire and support the community.

Councilor Brennan reflected on the privilege of serving with Mr. Furgess on the Central Midlands Regional Transit Authority (The COMET). He praised Mr. Furgess's enthusiasm, his ability to connect with people, and his genuine approach which helped advance the city's transit goals.

### **CONSENT AGENDA ITEMS 3 THROUGH 16**

Upon a single motion made by Mr. McDowell and seconded by Mr. Brennan, Council approved unanimously **Consent Agenda Items 3** through **16**.

3. Council is asked to approve the Purchase of Three (3) Chevrolet Silverado Pickup Trucks for several City Departments, as requested by the Fleet Services Division. Award to Alan Jay Automotive Management dba Alan Jay Fleet Sales using SC State Contracts in the amount of \$152,047.30. – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 4, 2025**

| <b>Item</b>                                                                                                                                                                                                                                                                                        | <b>Vendor</b>                                                       | <b>Vehicles</b>                                                                                                                                       | <b>Procurement Method</b>     | <b>Amount</b>       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| a.                                                                                                                                                                                                                                                                                                 | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | One (1) 2024 Chevrolet Silverado Pickup 2WD Truck for the Street Division, as requested on January 10, 2025.                                          | SC State Contract #4400035155 | \$64,056.70         |
| <i>Funding Source: Streets - Water and Sewer Repairs - Auto, Trucks, Heavy Equipment-Capital (5513202-658500). The original budget amount is \$64,056.70.</i>                                                                                                                                      |                                                                     |                                                                                                                                                       |                               |                     |
| b.                                                                                                                                                                                                                                                                                                 | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | Two (2) 2025 Chevrolet Silverado Pickup 4WD Trucks for the Wastewater Maintenance and Water Distribution Divisions, as requested on February 5, 2025. | SC State Contract #4400035155 | \$87,990.60         |
| <i>Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205- 658500) \$45,219.60 and Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy, Equipment - Capital (5516203-658500) \$42,771.00. The original budget amount is \$87,990.60.</i> |                                                                     |                                                                                                                                                       |                               |                     |
| <b>Total</b>                                                                                                                                                                                                                                                                                       |                                                                     |                                                                                                                                                       |                               | <b>\$152,047.30</b> |

4. Council is asked to approve the Purchase of Creston Electronics for the Beltline Facility Conference Room Audio Upgrades, as requested by Columbia Water on January 17, 2025. Award to Advanced Video Group, Inc. using the SC State Contract in the amount of \$64,065.37. This vendor is located in Irmo, SC. – *Approved*

*Funding Source: Utilities Water Distribution and Maintenance - Computer Equipment/Hardware (5516203-627500) \$32,032.68 and Utilities Wastewater Maintenance - Computer Equipment/Hardware (5516205-627500) \$32,032.69. The original budget amount is \$64,065.37.*

5. Council is asked to approve the Purchase of One (1) 500KW Portable HIPOWER Generator for the Columbia Canal Water Treatment Plant, as requested by Columbia Water on February 7, 2025. Award to Generator Services using the SC State Contract in the amount of \$260,470.24. This vendor is located in West Columbia, SC. – *Approved*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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*Funding Source: Utilities Columbia Canal Water Treatment Plant - Machinery and Equipment Capital (5516206-658300). The original budget amount is \$260,470.24.*

6. Council is asked to approve a new Professional Services Contract for Project SS7655; Shady Lane Force Main Extension, as requested by Columbia Water on January 28, 2025. Award to 4D Engineering, in an amount not to exceed \$181,060.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one (1) year from commencement and the option to renew for three (3) additional one-year periods. This firm is located in Lexington, SC. – *Approved*

*Funding Source: Water and Sewer Capital Project - Shady Lane Force Main Extension - Capital Project Costs (5529999-SS765501-658650). The original budget amount is \$181,060.00.*

*This is a Mentor Protégé Program Protégé Only project. 4D Engineering will be performing project management and administration, preliminary engineering design, and coordination of field investigation services at 89.90% (\$162,760.00) of the total contract amount.*

*The following subconsultants will provide additional services:*

*GEL Engineering, Inc., located in Lexington, SC, will be performing surveying services at 4.83% (\$8,750.00) of the total contract amount.*

*Bunnell-Lammons Engineering, Inc., located in Columbia, SC, will be performing geotechnical engineering services at 4.17% (\$7,550.00) of the total contract amount.*

*Loc8 One, located in Ridgeway, SC, will be performing underground utility locating services at 1.10% (\$2,000.00) of the total contract amount.*

7. Council is asked to approve a Sole Source Contract Amendment #3 for the Purchase of Caterpillar items, services, parts, repair work, maintenance, warranty, and extended service coverage on all CAT/CAT branded generators/engines for the Metro Wastewater Treatment Plant, as requested by Columbia Water on February 10, 2025. Award to Blanchard Machinery Company, in an amount not to exceed \$200,000.00. The current term of the contract ends on June 30, 2025. This vendor is located in West Columbia, SC. – *Approved*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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*Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The current budget amount is \$100,000.00. The budget amount for this amendment is \$200,000.00. The revised budget amount is \$300,000.00.*

8. Council is asked to approve a new Sole Source Contract for a Sludge Dewatering Centrifuge for the Metro Wastewater Treatment Plant, as requested by Columbia Water on February 13, 2025. Award to Alfa Laval, Inc., in the amount of \$809,880.12. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date of June 30, 2025 and the option to renew for one (1) additional one-year period. This vendor is located in Chesapeake, VA. – *Approved*

*Funding Source: Water and Sewer Capital Projects - Train 2 Aeration and Dewatering - Capital Project Costs (5529999-SS764501-658650). The original budget amount is \$809,880.12.*

9. Council is asked to approve a new Construction Contract for Project WM4039; SC-277 36-Inch Waterline and 24-Inch Bore for the new Harden Street Pump Station - Phase I, as requested by Columbia Water on November 13, 2024. Award to DS Utilities, Inc., in an amount not to exceed \$3,144,144.30, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date four hundred (400) days from commencement. This contractor is located in Little Mountain, SC. – *Approved*

*Funding Source: Water and Sewer Capital Projects - 277 36 Inch Waterline 24 Inch Bore - Capital Project Costs (5529999-WM403901-658650). The original budget amount is \$3,144,144.30.*

*DS Utilities, Inc. is the prime contractor and will provide waterline installation services at 77.43% (\$2,213,124.00) of the total contract amount.*

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

*Horizontal Unlimited, Inc., located in Westminster, SC, will provide jack and bore services at 20.15% (\$576,000.00) of the total contract amount.*

*R&G Construction, LLC, a Minority Business Enterprise, located in Columbia, SC, will provide asphalt patching services at 0.43% (\$12,333.00) of the total contract amount.*

*DNR Construction, located in Lexington, SC, will provide milling and resurfacing services at 0.73% (\$20,856.00) of the total contract amount.*



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*Rangeline Pipeline Services, LLC, located in Haslet, TX, will provide line stop services at 1.26% (\$36,000.00) of the total contract amount.*

10. Council is asked to approve a new Contract for Project SS7510; Metro Wastewater Treatment Plant Emergency Generators, as requested by Columbia Water on October 21, 2024. Award to Williams Infrastructure, LLC, in an amount not to exceed \$9,829,336.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date seven hundred ninety (790) days from commencement. This contractor is located in Columbia, SC. – *Approved*

*Funding Source: FEMA Grants Control - Metro Wastewater Treatment Plant Hazard Mitigation Grant Program (HMGP) Generators - 2015 October Flood Recovery (2539999-SS751001-638400). The original budget amount is \$9,829,336.00.*

*Williams Infrastructure, LLC is the prime and will be providing site preparation, landscaping, Davis Bacon wage reporting, and construction administration services at 20.03% (\$1,789,760.00) of the total contract amount.*

*The following subcontractors will provide additional services:*

*Gregory Electric Company, Inc., located in Columbia, SC, will provide electrical services and generator equipment at 76.60% (\$6,845,000.00) of the total contract amount.*

*Carter Construction, located in Blythewood, SC, will provide concrete services at 1.34% (\$120,000.00) of the total contract amount.*

*Torbett Construction, Inc., located in Lexington, SC, will provide masonry services at 0.17% (\$15,000.00) of the total contract amount.*

*CITI, Inc. located in Charlotte, NC, will provide Supervisory Control and Data Acquisition (SCADA) Instrumentation Maintenance services at 1.73% (\$155,000.00) of the total contract amount.*

*Inline Paving Industries, LLC, located in Lexington, SC, will provide asphalt and paving services at 0.06% (\$5,000.00) of the total contract amount.*

*Vulcan Materials Company, located in Columbia, SC, will provide stone materials at 0.07% (\$6,000.00) of the total contract amount.*





## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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11. COMPREHENSIVE PLAN AMENDMENT for Reaching Riverbanks Community Mobility Plan – *Approved on second reading.*

*Ordinance No.: 2025-002 - Adopting the Reaching Riverbanks Community Mobility Plan as an addendum to Columbia Compass: Envision 2036 – Approved on second reading.*

*Council Districts: 2 & 3*

*Proposal: Request recommendation to adopt the Reaching Riverbanks Community Mobility Plan as an addendum to the City of Columbia's Comprehensive Plan.*

*Applicant: City of Columbia*

*Staff Recommendation: Approval*

*PC Recommendation: 01/09/2025; Approval (7-0)*

*Presented to the Economic Development and Infrastructure Committee on October 22, 2024.*

*First reading approval was given on February 18, 2025.*

12. ZONING MAP AMENDMENT for 2212 Senate Street, TMS# 11410-22-06 – *Approved on second reading.*

*Ordinance No.: 2025-001 - Amending the Official Zoning Map to modify the zoning for 2212 Senate Street, Richland County TMS #11410-22-06 – Approved on second reading.*

*Council District: 2*

*Proposal: Request to rezone the property from Residential Single Family – Small Lot District (RSF-3), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A) to Residential Mixed District (RM-1), Historic Preservation Overlay District (OV-HP, Old Shandon/Lower Waverly Historic District Area A).*

*Applicant: Miles Madden, Handcrafted Property Solutions LLC*

*Staff Recommendation: Approval*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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*PC Recommendation: 12/12/2024; Approval (7-0)*

*First reading approval was given on February 18, 2025.*

13. ZONING MAP AMENDMENT E/S Bluff Road, TMS# 13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07 – *Approved on second reading.*

*Ordinance No.: 2025-009 Amending the Official Zoning Map to modify the zoning for E/S Bluff Road, Richland County TMS #13510-01-07, 13510-01-08, 13500-02-02, 13500-02-07 – Approved on second reading.*

*Council District: 3*

*Proposal: Request to rezone the property from Residential Mixed (RM-2) and Community Activity Center/Corridor District (CAC) to Employment Campus (EC).*

*Applicant: Felicia Maloney, Columbia Empowerment Zone*

*Staff Recommendation: Approval*

*PC Recommendation: 01/09/2025; Approval (7-0)*

*First reading approval was given on February 18, 2025.*

14. Ordinance No.: 2025-003 - Amending Ordinance 2023-065 granting an encroachment to Gadsden & Greene, LLC, for use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, TMS# 08915-12-01-*Approved on second reading.*

*First reading approval was given on February 18, 2025.*

15. Ordinance No.: 2025-007 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 930 Laurel Street and 901 Taylor Street known as Finlay Park and Identified as Richland County TMS#09014-01-03 and TMS#09010-08-01 for Electric Lines for the Finlay Park Revitalization Project; CF#250-657 – *Approved on second reading.*

*First reading approval was given on February 18, 2025.*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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16. Ordinance No.: 2025-011- Approval of Reservation of Easement for the Crane Creek Greenway along a Portion of City-Owned Property Identified as Richland County TMS#07316-02-01A, TMS#07413-02-01, TMS#07414-04-01 & TMS#07415-02-01; CF#250-656 – *Approved on second reading.*

*First reading approval was given on February 18, 2025.*

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

17. ZONING MAP AMENDMENT for 1205 Colleton Street, TMS# 11705-05-16 – *Deferred*

*Ordinance No.: 2025-010 - Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County TMS #11705-05-16 - Deferred*

*Council District: 1*

*Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).*

*Applicant: Reynaldo Barron, Barron Properties Group, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 01/09/2025; Approval (7-0)*

*The public hearing was held on February 18, 2025.*

### **ORDINANCES - FIRST READING**

18. Ordinance No.: 2025-012 - Approval for Acquisition of 2903 North Main Street for the Vista Greenway, Phase 3 Project; Richland County TMS#09110-24-01 (3,545.06 SF; 0.08 Acre); CF#250-590 for extension of the pedestrian trail from Elmwood Avenue to Harden Street Extension – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2025-012 - Approval for Acquisition of 2903 North Main Street for the Vista Greenway, Phase 3 Project; Richland County TMS#09110-24-01 (3,545.06 SF; 0.08 Acre); CF#250-590 for extension of the pedestrian trail from Elmwood Avenue to Harden Street Extension.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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### **RESOLUTIONS**

19. Resolution No.: R-2025-009 - Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA] for Columbia, SC – *Approved*

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-009 - Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA] for Columbia, SC.

20. Resolution No.: R-2025-011 - Authorizing the City Manager to execute the Bull and Elmwood Other Work In Progress Agreement between the City of Columbia and 2019 BULL STREET OWNER, LLC (Project Astral) – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2025-011 - Authorizing the City Manager to execute the Bull and Elmwood Other Work In Progress Agreement between the City of Columbia and 2019 BULL STREET OWNER, LLC (Project Astral).

### **CITY COUNCIL DISCUSSION**

21. Resolution No: R-2025-010 - Resolving to Consider an Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring Ordinance Amendments to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance - *Approved*

Councilor Brown requested staff to prepare a substitute text amendment to the Unified Development Ordinance regarding private dormitories. Rather than prohibiting the use in the Mixed Commercial Districts (MC) and Downtown Activity Center (DAC) zoning districts, the amendment shall limit the number of bedrooms in a private dormitory dwelling unit to four, along with any needed clarifying language.

Mayor Rickenmann highlighted the need to balance support for the student population with the city's broader requirements, while acknowledging the existing limitations. We are moving forward with this amendment to the Planning Commission, which will



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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be reviewed on March 13th. Following that, the amendment will be brought before the City Council for a public hearing and subsequent readings.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted [6 to 1] to Approve Resolution No: R-2025-010 - Resolving to Consider an Ordinance Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), to Prohibit Private Student Dormitories in the Downtown Activity Center and Mixed Commercial districts (DAC and MC) and to Update Regulations and Definitions Related Thereto; and Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring Ordinance Amendments to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance. Ms. Herbert, Mr. Brown, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Bailey voted nay.

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

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to refer a draft underground utilities procedures ordinance to the Health Social and Environmental Affairs Committee for further discussion.

Upon a motion made by Mayor Rickenmann and seconded by Mr. Bailey, Council voted unanimously to refer a draft Municipal Antisemitism Ordinance and Action Index Survey with next steps to the Public Safety Committee.

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to refer improvements to safety by ensuring that visibility is not blocked by signage or graphics in retail stores or windows to the Public Safety Committee.

Mayor Rickenmann took a point of personal privilege to announce that the Bloomberg Youth Climate Action Fund has reopened for its second round. The City of Columbia has \$100,000 available to support youth-led climate and sustainability projects. He encouraged individuals aged 15-24 from high schools, nonprofits, and universities to apply. In the previous round, \$50,000 in micro-grants were awarded to projects designed to advance the community. Applications close at the end of March.

Upon a motion made by Dr. Bussells and seconded by Mayor Rickenmann, Council voted unanimously to refer an update on the Sewage System with the release of the Congaree Riverkeeper's Sewer Spill Report to the Health Social and Environmental Affairs Committee.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 4, 2025

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22. Council is asked to refer Quarterly Reports from City Public Safety Departments: Columbia Police Department, Columbia Fire Department, and Emergency Management to the Public Safety Committee, as requested by City Administration.

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to refer Quarterly Reports from City Public Safety Departments: Columbia Police Department, Columbia Fire Department, and Emergency Management to the Public Safety Committee, as requested by City Administration.

23. Council is asked to refer the proposed Solid Waste Re-routing Plan to the Health, Social, and Environmental Affairs Committee, as requested by City Administration.

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to refer the proposed Solid Waste Re-routing Plan to the Health, Social, and Environmental Affairs Committee, as requested by City Administration.

### **PUBLIC INPUT**

Mr. Chris Ubokudom expressed concerns about wasteful food disposal, misuse of law enforcement, and national policies negatively impacting the city.

Mr. Oliver Francis voiced concerns about the absence of a youth baseball program in the City of Columbia.

Councilor Bailey invited Mr. Francis to join him in coaching the King Park Nationals baseball team at 5:45 p.m. on Mondays.

### **ADJOURNMENT**

The meeting was adjourned at 5:28 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC



**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 4, 2025**

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City Clerk





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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Clerk

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

**SUBJECT:** Social Work Month Proclamation - The Honorable  
Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** Social Work Proclamation (DOCX)



**City of Columbia  
A Proclamation**

**WHEREAS**, the social work profession for more than a century has been instrumental in providing services that advance the well-being of individuals, families, and communities, advocating for social justice, and enhancing human dignity; and

**WHEREAS**, social workers play a vital role in Columbia, working in various settings such as schools, hospitals, mental health centers, social service agencies, and community organizations to empower people to overcome adversity and improve their quality of life; and

**WHEREAS**, the theme for Social Work Month 2025, "Compassion in Action," highlights the dedication of social workers in addressing pressing social issues, advocating for equity, and fostering resilience among the most vulnerable populations; and

**WHEREAS**, social workers are essential to the City of Columbia in promoting mental health and wellness, supporting child welfare, addressing homelessness, and enhancing public health by providing critical services that strengthen our communities; and

**WHEREAS**, the City of Columbia recognizes the commitment of social workers to improving lives and acknowledges the need for continued support of policies and programs that advance the profession and the well-being of our residents; and

**NOW, THEREFORE, I, Daniel Rickenmann, Mayor of the City of Columbia, South Carolina do hereby proclaim March 2025 as**

***“Social Work Month”***

*throughout the City of Columbia and the Midlands area of South Carolina and encourage all residents to recognize and appreciate the valuable contributions of social workers in create a more just and compassionate society.*

---

Daniel J. Rickenmann  
Mayor

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Edward H. McDowell, Jr.  
District II, Council Member

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William Brennan  
District III, Council Member

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Aditi Bussells  
At-Large, Council Member

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Tina N. Herbert  
District I, Council Member

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Peter M. Brown  
District IV, Council Member

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Tyler D. Bailey  
At-Large, Council Member



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Clerk

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

**SUBJECT:** Office of Neighborhood Safety and Engagement  
Quarterly Update - Mr. Trevon Fordham, Ed.D.,  
Director

**FUNDING SOURCE &  
ORIGINAL BUDGET:**



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Procurement and Contracts

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

**SUBJECT:** Council is asked to approve a Sole Source Contract Amendment #2 for the Purchase of Godwin Pumps, Products, Parts, Repair Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water on February 20, 2025. Award to Xylem Dewatering Solutions, Inc., in an amount not to exceed \$80,000.00. The current term of the contract ends on June 30, 2025. This firm is located in Summerville, SC.

**REQUISITION NO.:** R227708

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Utilities Metro Wastewater Plant - Equipment/Service Supply (5516208-631800). The current budget amount is \$30,000.00. The budget amount for this amendment is \$80,000.00. The total revised budget amount is \$110,000.00.

**CLEAN WATER 2020?:** No

**FOCUS AREAS:** Organizational Effectiveness

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Sole source procurements.

**ATTACHMENTS:**

- **#a:** PM Memo Requesting CC Approval - Xylem Dewatering (PDF)
- **#b:** Signed \_ CA#2 Xylem Dewatering P204867 (PDF)
- **#c:** Xylem Rentals - Invoices (PDF)



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

**FROM:** Mr. Clint Shealy, Assistant City Manager, Columbia Water  
Ms. Shannon Lizewski, Director of Procurement & Contracts

**DATE:** March 18, 2025

**SUBJECT:** PO Increase requisition for Approval  
Xylem Dewatering

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The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the purchase order increase to this sole source maintenance/service contract with Xylem dewatering. This purchase order modification is to cover the expected rental expenses associated with a rental submersible pump (215hp) that is being utilized while we have the permanent pumps serviced off site. Due to the vulnerability of the location a typical above ground bypass pump is not sufficient as the location is subject to being submerged by flooding. This rental is also to allow additional redundancy at the pump station to limit the possibility of an environmental spill by keeping pump capacity at a design level.

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

**Contract Amendment #2****Sole Source Agreement**

Xylem Dewatering Solutions, Incorporated

February 20, 2025

Description of Change: Request change in Sole Source Agreement for services between the City of Columbia (City) and Xylem Dewatering Solutions, Incorporated (Contractor) executed September 13, 2023 (Sole Source Agreement) to provide funding in the amount of \$80,000.00 for services through the end of FY24/25.

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

Current and Proposed Change and Basis for Payment:**This Change is Acceptable:****Name of Firm**

Xylem Dewatering Solutions, Incorporated

**City of Columbia**

Office of the City Manager

Anthony Santucci  
 Print Name

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

[Signature]  
 Signature

\_\_\_\_\_  
 Signature

2/26/25  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness

APPROVED AS TO FORM  
[Signature]  
 Legal Department City of Columbia, SC  
 2/20/2025



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Procurement and Contracts

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

**SUBJECT:** Council is asked to approve the Purchase of Licenses for Citywide GPS Monitoring Services, as requested by the Fleet Services Division on February 17, 2025. Award to Samsara, Inc., using the Sourcewell Cooperative Contract in the amount of \$169,319.38. This vendor is located in San Francisco, CA.

**REQUISITION NO.:** R232741

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Equipment Service Fuel Parts and Repair - Cloud Based Software Solutions (6308970-632170). The original budget amount is \$169,319.38.

**CLEAN WATER 2020?:** No

Sourcewell Cooperative Contract #020221-SAM

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

**ATTACHMENTS:**

- **#a:** Council Memo - Fleet Services Requests (PDF)
- **#b:** Samsara Quote (PDF)
- **#c:** Sourcewell Contract - License Fee For Citywide GPS Monitoring Devices (PDF)





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

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mrs. Shannon S. Lizewski, Director of Procurement and Contracts

**DATE:** March 18, 2025

**SUBJECT:** Recommendation for Approval the purchasing of license fees for  
City wide GPS Monitoring Services, as requested by the General  
Services Department.

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The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchasing of license fees for Citywide GPS Monitoring Services for various city fleet vehicles and equipment.

These services were procured using the Sourcewell Cooperative Contract for GPS Monitoring services and are an operating and maintenance expense. These services will be funded using the Fleet Services FY24-25 operations budget.

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



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

**QUOTE #Q-1747329**

**Issued 02-17-2025**

**Expires 03-30-2025**

**Sourcewell Contract #: 020221-SAM**

**Prepared For:**

City of Columbia  
2910 Colonial Dr  
Columbia, South Carolina  
29203-6812

**Prepared By:**

Stefan Dolinsky  
stefan.dolinsky@samsara.com

## Quote Summary

**Subtotal**

Hardware and Accessories

USD \$0.00

### Licenses

License Term – 36  
Months

Shipping and Handling Tax

Shipping and Handling

USD \$0.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$12,542.18

First Year Payment

USD \$169,319.38

**Payments Beginning Year  
Two**

USD \$169,319.38

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
If Sales tax is "Pending" – Final amount will be provided prior to payment  
\*3% fee  
charged on non-ACH charges (Canada Exempt)  
\*Sales tax subject to change



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**SHIP TO**

| Hardware and Accessories | Quantity | Net Unit Price | Total Price |
|--------------------------|----------|----------------|-------------|
|                          |          | Hardware Due   | USD0        |

| Licenses                                                                        | Quantity | Annual Unit Price | Total Annual Price |
|---------------------------------------------------------------------------------|----------|-------------------|--------------------|
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 500      | \$194.40          | \$97,200.00        |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 75       | \$194.40          | \$14,580.00        |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 50       | \$194.40          | \$9,720.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 25       | \$194.40          | \$4,860.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 25       | \$194.40          | \$4,860.00         |
| License for Basic Powered Asset Tracker<br>LIC-AG-PWR-BASIC                     | 25       | \$122.40          | \$3,060.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 25       | \$194.40          | \$4,860.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 25       | \$194.40          | \$4,860.00         |
| License for Basic Powered Asset Tracker<br>LIC-AG-PWR-BASIC                     | 25       | \$122.40          | \$3,060.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 25       | \$194.40          | \$4,860.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 20       | \$194.40          | \$3,888.00         |



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San Francisco, CA 94107  
www.samsara.com

Asset Tag License  
LIC-AT-TAG

|    |                       |                     |
|----|-----------------------|---------------------|
| 10 | \$96.92               | \$969.20            |
|    | <hr/>                 |                     |
|    | Annual License<br>Due | USD<br>\$156,777.20 |



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San Francisco, CA 94107  
www.samsara.com

## Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

## Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license



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San Francisco, CA 94107  
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term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

## Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of



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San Francisco, CA 94107  
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service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.



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San Francisco, CA 94107  
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## Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

### Billing Details:

#### Bill to:

City of Columbia

2910 Colonial Dr  
Columbia, South Carolina, 29203-6812

#### Billing Contact:

Name: William Bowers

Title: Assistant Fleet Administrator

Billing Email: [william.bowers@columbiasc.gov](mailto:william.bowers@columbiasc.gov)

Phone Number: 8035453811

### Payment Information:

Payment Method: Wire

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to [billingsupport@samsara.com](mailto:billingsupport@samsara.com).

Please email any tax documentation to [billingsupport@samsara.com](mailto:billingsupport@samsara.com).

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent





Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
[www.samsara.com](http://www.samsara.com)

and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

**Signature**

---

**Print Name:**

---

**Date:**

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CONTRACT EXTENSION

Contract Number: 020221-SAM

|                           |     |                                      |
|---------------------------|-----|--------------------------------------|
| Sourcewell                | and | Samsara                              |
| 202 12th Street Northeast |     | 1 De Haro St                         |
| P.O. Box 219              |     |                                      |
| Staples, MN 56479         |     | San Francisco, California 94103-5205 |
| (Sourcewell)              |     | (Vendor)                             |

have entered into Contract Number: 020221-SAM  
for the procurement of: Fleet Management Technologies with Related Software Solutions

The Contract has an expiration date of 2025-03-26 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-03-26 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

8/3/2024 | 10:02 AM CDT

Date

DocuSigned by:

CA0F91C94F054E4...

Authorized Signature

Adam Eltouky

Name

EVP, Chief Legal Officer

Title

8/5/2024 | 9:48 AM PDT

Date



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Procurement and Contracts

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

**SUBJECT:** Council is asked to approve Project PK121201; Purchase of Six (6) Triangular Canopies for Hyatt Park, as requested by the Parks and Recreation Department on March 5, 2025. Award to Shade Systems, Inc., using the HGACBuy Cooperative Contract in the amount of \$128,223.38. This vendor is located in Ocala, FL.

**REQUISITION NO.:** R233023

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Community Development Block Grant; General Capital Projects - Hyatt Park and Randall Avenue Pocket Park - Recreation Physical Fitness Equipment-Capital (4039999-PK121201-658900). The original budget amount is \$128,223.38.

HGACBuy Cooperative Contract #PR11-20R

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

**ATTACHMENTS:**

- **#a:** MEMO for Randall Avenue and Hyatt Park Projects- Council Mtg (PDF)
- **#b:** HGAC Contract (PDF)
- **#c:** Shade Systems Quote (PDF)



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

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mrs. Shannon S. Lizewski, Director of Procurement and Contracts

**DATE:** March 18, 2025

**SUBJECT:** Randall Avenue Park Playground Installation and Hyatt Park Shade Sail  
Installation

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Council is asked to approve the purchase and installation of shade sails for the playground equipment located at Hyatt Park. Shade Systems will supply and install the equipment for an amount not to exceed \$128,223.38.

Council is asked to approve the purchase and installation of a playground at Randall Avenue Park. Carolina Park & Play will supply and install the equipment for an amount not to exceed \$206,681.40.

These projects are requested by the Parks & Recreation Department and funded by a Community Development Block Grant (CDBG).

Funding Source: 4039999 - 658650 / PK121201 – 658650.

# Product Information

## Product Description

2021 Shade Covers, Canopies, Tents, Umbrellas & Shelters Catalog

## Manufacturer

Shade Systems

## Product Code

PR11-20A53

## Contract

PR11-20 Parks & Recreation Equipment

## Contract Category

Grounds Facilities & Parks Equipment

## Discount

3.50%

## Price Unit

Discount off list

## Keyword(s)

parks; playground; parks and rec; shade and shelter

[View Catalog](#)

# Suppliers Offering This Product

Shade Systems, Inc.

Matt Johnson

[matt@shadesystemsinc.com](mailto:matt@shadesystemsinc.com)

Phone: 352-237-0135

Fax: 352-237-2256

## Contact HGACBuy

Veronica Johnson

[veronica.johnson@h-gac.com](mailto:veronica.johnson@h-gac.com)

Phone: 713-993-2446

Fax: 713-993-4548



4150 S.W. 19 Street  
Ocala, FL 34474  
p: (800) 609-6066 | f: (352) 237-2256  
www.shadesystemsinc.com

# Sales Order

6.c

**Bill To:** **City of Columbia**  
3000 Harden Street  
Columbia, South Carolina 29203  
Kenya Bryant  
kenya.bryant@columbiasc.gov

**Prepared By:** **Matt Johnson (ext. 106)**  
(800) 609-6066  
matt@shadesystemsinc.com

**Quote No.:** Q-14327  
**Quote Date:** 3/4/2025  
**Expires On:** 6/2/2025

**Project Name:** **Hyatt Park Playground - HGAC**

*Thank you for your interest in Shade Systems. We are happy to quote the following product(s):*

| QTY           | DESCRIPTION                                                                                                                                    | EACH        | TOTAL               |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| 1             | Model No. SAT3514 - Up to 35' per side triangular canopy with 3 support columns - Max 14'<br>CoolNet™ Color: _____<br>Powder-Coat Color: _____ | \$15,739.00 | \$15,739.00         |
| 1             | Model No. SAT2514 - Up to 25' per side triangular canopy with 3 support columns - Max 14'<br>CoolNet™ Color: _____<br>Powder-Coat Color: _____ | \$13,489.00 | \$13,489.00         |
| 4             | Model No. SAT2514A - Add another triangular up to 25' per side with 1 column - max. 14'<br>CoolNet™ Color: _____<br>Powder-Coat Color: _____   | \$8,094.00  | \$32,376.00         |
| 10            | Model No. PMT6 - Pier Mount Column - Over 6"                                                                                                   | \$683.00    | \$6,830.00          |
| 2             | South Carolina Professional Engineer Sealed Drawings                                                                                           | \$0.00      | \$0.00              |
| 2             | South Carolina Professional Engineer Sealed Calculations                                                                                       | \$0.00      | \$0.00              |
| 1             | Professional Installation                                                                                                                      | \$57,698.00 | \$57,698.00         |
| 1             | Less: Discount per HGAC Contract PR11-20R                                                                                                      | \$-4,414.62 | \$-4,414.62         |
| 1             | Shipping / Handling Charge to Columbia, South Carolina 29201                                                                                   | \$6,506.00  | \$6,506.00          |
| <b>TOTAL:</b> |                                                                                                                                                |             | <b>\$128,223.38</b> |

## IMPORTANT TERMS & CONDITIONS:

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated.
- Please note that our Pier Mount columns (if applicable) are designed to be fastened to a concrete pier poured to the specifications shown in our engineering drawings, and not to an existing concrete slab, sidewalk, or floor.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available upon request at additional cost.
- Quotation does not include any applicable taxes. Please provide your sales tax exemption certificate at time of order.
- No site work, concrete cutting, or landscaping, are included. We are not responsible for any damages to underground utilities or irrigation lines, nor for replenishment of any damaged sod or landscaping/trees. Customer is responsible for identifying any underground utilities and capping or re-routing same. Customer to provide clear access to site for heavy machinery, including any tree removal or trimming, including removal of any fence sections as required.
- While we always take care to protect property, because we must access the installation site with heavy equipment, we cannot be responsible for any damages to existing sidewalks, pavers, asphalt or other hardscapes or sod as we pass over them.
- Customer to provide a current survey of the site. Quote to include our standard professional engineer-sealed drawings and calculations only. Any additional building department requests such as "community appearance board" meeting(s), soil borings, testing, spot survey, etc., which require the services of a professional engineer are not included in this quotation. This quote assumes normal ground conditions; unusual underground conditions such as high water table, loose/unstable soil conditions, underground boulders, or other unexpected underground obstacles which necessitate extraction or soil testing and/or re-design of footings are not included and will be quoted as an additional cost if encountered.

- The sizes and heights proposed are pursuant to information you have provided and must be verified by you on site. responsible for any conflicts with existing conditions, being too close to landscaping, sidewalks, curbs, seating areas, buildings, etc.
- This quote is subject to site inspection at which time obstacles or other adverse site conditions may require a change in quotation.
- Current shipping schedule is estimated at 6 to 8 weeks after issuance of permit.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order with your official municipal purchase order. Payment terms are Net 30 Days.

**ABOVE APPROVED AND ACCEPTED:**

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees this order is not cancelable.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_





**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Procurement and Contracts

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

**SUBJECT:** Council is asked to approve Project PK121201; Purchase of Playground Equipment for Randall Avenue Park, as requested by the Parks and Recreation Department on March 3, 2025. Award to Carolina Parks and Play, LLC, using the Sourcewell Cooperative Contract in the amount of \$206,681.40. This vendor is located in Cary, NC.

**REQUISITION NO.:** R232963

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Community Development Block Grant; General Capital Projects - Hyatt Park and Randall Avenue Park - Recreation Physical Fitness Equipment-Capital (4039999-PK121201-658900). The original budget amount is \$206,681.40.

Sourcewell Cooperative Contract #010521-LSI

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

**ATTACHMENTS:**

- **#a:** MEMO for Randall Avenue and Hyatt Park Projects- Council Mtg (PDF)
- **#b:** Sourcewell Contract 010521 (PDF)
- **#c:** Carolina Park & Play Quote (PDF)



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

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mrs. Shannon S. Lizewski, Director of Procurement and Contracts

**DATE:** March 18, 2025

**SUBJECT:** Randall Avenue Park Playground Installation and Hyatt Park Shade Sail  
Installation

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Council is asked to approve the purchase and installation of shade sails for the playground equipment located at Hyatt Park. Shade Systems will supply and install the equipment for an amount not to exceed \$128,223.38.

Council is asked to approve the purchase and installation of a playground at Randall Avenue Park. Carolina Park & Play will supply and install the equipment for an amount not to exceed \$206,681.40.

These projects are requested by the Parks & Recreation Department and funded by a Community Development Block Grant (CDBG).

Funding Source: 4039999 - 658650 / PK121201 – 658650.

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7<sup>th</sup> St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.



Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40



hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO

Date: 2/15/2021 | 10:32 PM CST  
\_\_\_\_\_

Landscape Structures Inc.

DocuSigned by:  
  
1A3A8D886566403...

By: \_\_\_\_\_  
Fred Caslavka  
Title: Chief Financial Officer

Date: 2/15/2021 | 11:44 AM PST  
\_\_\_\_\_

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

Date: 2/15/2021 | 10:43 PM CST  
\_\_\_\_\_

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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## Vendor Details

Company Name: Landscape Structures Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 601 7th Street S.  
Delano, MN 55328

Contact: Elaine Harkess

Email: elaineharkess@playlsi.com

Phone: 763-972-5243

Fax: 763-972-3185

HST#: 41-0971842

## Submission Details

Created On: Friday November 20, 2020 15:44:26

Submitted On: Tuesday January 05, 2021 14:56:03

Submitted By: Elaine Harkess

Email: elaineharkess@playlsi.com

Transaction #: 9a53de68-bd30-44d7-924d-6248bbd8d68b

Submitter's IP Address: 96.39.128.58

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                                  | Response *                                                                                                                |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):                                                                                                                                                                                                                                       | Landscape Structures Inc.                                                                                                 | * |
| 2         | Proposer Address:                                                                                                                                                                                                                                                                         | 601 7th ST S<br>Delano, MN 55328                                                                                          | * |
| 3         | Proposer website address:                                                                                                                                                                                                                                                                 | <a href="https://www.playlsi.com/">https://www.playlsi.com/</a>                                                           | * |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone)<br>(The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Fred Caslavka<br>Chief Financial Officer<br>601 7th ST S<br>Delano, MN 55328<br>fredcaslavka@playlsi.com<br>763-972-5362  | * |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                               | Elaine Harkess<br>Contract Administrator<br>601 7th ST S<br>Delano, MN 55328<br>elaineharkess@playlsi.com<br>763-972-5243 | * |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                        | David Smith<br>Vice President of Sales<br>601 7th ST S<br>Delano, MN 55328<br>DavidSmith@playlsi.com<br>763-972-5205      |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

|   |                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture.</p> <p>Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world.</p> <p>Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values—relationships, integrity, commitment, innovation, team and passion—enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments.</p> <p>Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.</p> |
| 8 | What are your company's expectations in the event of an award?                                                                                                                       | <p>Landscape Structures currently holds a Sourcwell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020.</p> <p>If we are awarded a new Sourcwell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcwell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcwell contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 9  | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information.</p> <p>However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021.</p> <p>Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding.</p> <p>We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations.</p> <p>If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns.</p> <p>Fred Caslavka, MBA, CMA, CPA (inactive)<br/>Chief Financial Officer and Risk Manager<br/>Direct: 763-972-5362<br/>Cell: 763-221-0067<br/>Report of Independent Auditors and Bank &amp; Supplier References are attached.</p> | * |
| 10 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                               | Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 11 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                         | Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                               | Landscape Structures has never filed a petition for bankruptcy protection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

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| 13 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products.</p> <p>The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager.</p> <p>The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 14 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>The playground industry does not require any special licenses to be held by manufacturers.</p> <p>Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards.</p> <p>CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.</p> <p>The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act.</p> <p>All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.</p> <p>ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide.</p> <p>ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.</p> <p>ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.</p> <p>Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response.</p> <p>What does this mean to a customer?</p> <p>This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the</p> |



|    |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|----|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|    |                                                                                                                    | <p>processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.</p> <p>Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services.</p> <p>In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermill, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states.</p> <p><b>Third Party Certifications</b></p> <p>Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified.</p> <p>Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.</p> |   |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | NONE – Landscape Structures has never been suspended or debarred.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | <ul style="list-style-type: none"> <li>• 2020 Nineteen-year participant in the annual EPCOT International Flower &amp; Garden Festival (since 2001)</li> <li>• 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD</li> <li>• 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement.</li> <li>• 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine</li> <li>• 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website</li> <li>• 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play</li> <li>• 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA)</li> <li>• 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad</li> <li>• 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation</li> </ul> |
| 17        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 18        | What percentage of your sales are to the education sector in the past three years                                                                                              | Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 19        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>Landscape Structures currently holds cooperative purchasing contracts with the following agencies:</p> <p>Sourcewell<br/>HGAC<br/>NASPO ValuePoint<br/>NCPA<br/>National IPA/Omnia Partners<br/>TIPS<br/>New York State Contract<br/>Ohio State Contract<br/>Minnesota State Contract<br/>California Multiple Award Schedule (CMAS)<br/>KCDA (King County Directors Association)</p> <p>Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 20        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                                        | Contact Name *                                                   | Phone Number * |
|------------------------------------------------------|------------------------------------------------------------------|----------------|
| City of Los Angeles Department of Recreation & Parks | Michael Shull, General Manager<br>michael.a.shull@lacity.org     | 818-524-9053   |
| Maryland National Capital Park & Planning Commission | Bridget Stesney, Division Chief<br>Bridget.Stesney@pgparks.com   | 301-699-2533   |
| Arlington Heights School District #25                | Ryan Schulz, Buildings & Grounds Director<br>ryanschulz@sd25.org | (847) 506-6900 |

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name  | Entity Type * | State / Province * | Scope of Work *                                                                              | Size of Transactions *            | Dollar Volume Past Three Years * |   |
|--------------|---------------|--------------------|----------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|---|
| See attached | Government    | New York - NY      | Varies by project to include supply equipment, installation, site work, protective surfacing | Varies by project - see attached. | See attached                     | * |
| See attached | Government    | ON - Ontario       | Varies by project to include supply equipment, installation, site work, protective surfacing | Varies by project - see attached. | See attached                     | * |
| See attached | Government    | California - CA    | Varies by project to include supply equipment, installation, site work, protective surfacing | Varies by project - see attached. | See attached                     | * |
| See attached | Education     | New Mexico - NM    | Varies by project to include supply equipment, installation, site work, protective surfacing | Varies by project - see attached. | See attached                     | * |
| See attached | Education     | Illinois - IL      | Varies by project to include supply equipment, installation, site work, protective surfacing | Varies by project - see attached. | See attached                     | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |   |
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| 23        | Sales force.                                  | Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 24        | Dealer network or other distribution methods. | Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 25        | Service force.                                | Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline. | * |

|    |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
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| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations. | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades.<br><br>We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | N/A - Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |

**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers.</p> <p>Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure.</p> <p>In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit <a href="https://www.playlsi.com/en/view-playground-catalogs/">https://www.playlsi.com/en/view-playground-catalogs/</a> to view the most current version of our catalogs and product brochures.</p> |
| 33        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p>Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, <a href="http://playlsi.com">playlsi.com</a>, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 35        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
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| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Landscape Structures offers many education and training sessions free of charge. "Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant" is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at <a href="https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/">https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 37 | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                   | Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                  | <p>Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes.</p> <p>In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility.</p> <p>Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts.</p> <p>We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010.</p> <p>In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing.</p> <p>"The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures Design</p> <ul style="list-style-type: none"> <li>• Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture</li> <li>• Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures</li> <li>• Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life.</li> <li>• Recycled Permalene® panels offer post-consumer recycled content of 73 percent.</li> </ul> <p>Manufacturing</p> <ul style="list-style-type: none"> <li>• Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts</li> <li>• Steel and aluminum arrive cut to length to eliminate waste</li> <li>• High-efficiency light fixtures reduce energy use</li> <li>• Recapture and use heat energy from curing oven</li> <li>• Industry-leading recycling rates for all manufacturing waste</li> </ul> <p>Packaging</p> <ul style="list-style-type: none"> <li>• Individualized, custom installation documents – no wasted pages</li> <li>• Automated wrapping to reduce waste</li> <li>• Most packaging materials are recyclable and are provided with recycling instructions</li> </ul> <p>Transportation</p> <ul style="list-style-type: none"> <li>• Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases</li> </ul> | * |

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| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a WMBE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                    | <p>We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter.</p> <p>Here is a sample of the improvements we have made that result in providing our customers with a premier experience:</p> <ul style="list-style-type: none"> <li>• Manufacturing lead-time has been reduced from 40 days to 2 days.</li> <li>• Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this.</li> <li>• If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again.</li> <li>• Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements!</li> </ul> <p>There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.</p> | * |

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 42        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranties.                                                                                                                                                                                                                                                                                                      | * |
| 43        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | No, Landscape Structures warranties do not impose usage restrictions.                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 44        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.                                                                                                                                                                                                          | * |
| 45        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.                                                                      | * |
| 46        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.                                                                                                                                                                                           | * |
| 47        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns. | * |
| 48        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | Maintenance contracts are offered through some of our sales organizations.                                                                                                                                                                                                                                                                                                                                                                                                | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 49        | What are your payment terms (e.g., net 10, net 30)?                                                                                                                                                                                                                                                                                                                           | Standard payment terms are net 30 days from invoice date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 50        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                                                                                                                          | Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.<br><br>There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company. | * |
| 51        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.                                                                                                                                                                                                              | * |
| 52        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                                                                                                                                    | Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| 53        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a "sale". Unlike many other manufacturers, we don't inventory finished product so "excess inventory" does not drive our spring or fall pricing. We do not offer "Grant" programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant "discount" to entice potential buyers to act so they can take advantage of the limited time "discount". Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a "lifetime" warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.</p> |
| 54        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                   | <p>Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment. We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products. Mechanical and Design Services provided by Aquatix are priced on a line item basis.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 55        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                     | <p>An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix.</p> <p>Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 56        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                             | <p>Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a "not to exceed" percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures.<br><br>Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                      | To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department<br><br>Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments.<br><br>Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements. | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                       | Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                 | Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|----------|
| 61        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                     | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| 62        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | <p>All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p> <p>As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.</p> |
| 63        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 64        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.</p> <p>Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports &amp; fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services.</p> <p>To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.</p> |
| 65        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Playgrounds</p> <p>Recreation</p> <p>Shade</p> <p>Playground surfacing</p> <p>Outdoor exercise equipment</p> <p>Site amenities or furnishings such as picnic tables, benches and trash receptacles</p> <p>Aquatic solutions and splash pads</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type                                                         | Offered *                                                        | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|--------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 66        | Playground equipment, site furnishings, site amenities, and accessories. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Landscape Structures' products include playground equipment for all ages and abilities.</p> <p>Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills.</p> <p>At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds</p> <p>Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups</p> <p>Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds</p> <p>Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love.</p> <p>Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.</p> |

|    |                                                               |                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 67 | Water play and aquatic recreational structures and equipment. | <div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div> | <p>With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system.</p> <p>By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge.</p> <p>Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRc materials.</p> |
|----|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|----|----------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 68 | Playground surfacing and fall protection, and water play and aquatic recreational surfacing. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas.</p> <p>AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction.</p> <p>Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.</p> | * |
| 69 | Services related to the solutions above.                                                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |

**Table 15: Industry Specific Questions**

| Line Item | Question                                                                                                                                                    | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 70        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.                                                                                                                                                                                                                                                                          | * |
| 71        | Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?                                           | <p>We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop.</p> <p>A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery.</p> <p>Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.</p> |   |



Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit [www.ipema.org](http://www.ipema.org).

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

**Inclusive Play Allows Children of All Abilities to Grow Together.** We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.

**Inclusive Play Design Philosophy:** Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:

1. **Equitable Use.** The design is useful to people with diverse abilities.
2. **Flexibility in Use.** The design accommodates a wide range of individual preferences and abilities.
3. **Simple and Intuitive Use.** Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. **Perceptible Information.** The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. **Tolerance for Error.** The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. **Low Physical Effort.** The design can be used efficiently and comfortably.
7. **Size and Space for Approach and Use.** Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

|    |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                       | <p>To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias.</p> <ul style="list-style-type: none"> <li>• Sensory Processing Disorder (SPD) Foundation and STAR Center</li> <li>• Inclusion Matters® by Shane's Inspiration</li> <li>• The Miracle League®</li> </ul> <p>To learn more about our Inclusive Play Partners, visit our website at <a href="https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/">https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 72 | Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.). | <p>Landscape Structures' Design Philosophy: Creating Space for Future Leaders</p> <p>We believe Design Matters. Play Matters More.®</p> <p>For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other.</p> <p>And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure.</p> <p>Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another.</p> <p>And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story?</p> <p>When those answers are yes, a destination playground has become a legend. By design.</p> <p>A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real.</p> <p>Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades.</p> <p>Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.</p> |



|    |                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 73 | Identify any certification(s) that your business or the products included in your proposal have attained or received. | <p>ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions:</p> <ul style="list-style-type: none"><li>• ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality</li><li>• ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious</li></ul> <p>AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products.</p> <p>The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions.</p> <p>Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products.</p> <p>CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).</p> <p>IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below.</p> <ul style="list-style-type: none"><li>• ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use</li><li>• CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment</li></ul> <p>Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.</p> |
|----|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   | NO EXCEPTIONS REQUESTED            |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |

**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                                                     | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| <b>Addendum 6_Playground_Water_Play_Equipment_RFP_010521</b><br>Tue December 22 2020 03:29 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum 5_Playground_Water_Play_Equipment_RFP_010521</b><br>Fri December 18 2020 04:15 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum 4_Playground_Water_Play_Equipment_RFP_010521</b><br>Mon December 7 2020 07:55 AM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum 3_Playground_Water_Play_Equipment_RFP_010521</b><br>Thu November 19 2020 08:52 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum 2_Playground_Water_Play_Equipment_RFP_010521</b><br>Fri November 13 2020 09:09 AM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum 1_Playground_Water_Play_Equipment_RFP_010521</b><br>Thu November 12 2020 10:53 AM | <input checked="" type="checkbox"/>                                | 2     |



Quote #: 10782  
Created: 2/20/2025  
Modified: 2/20/2025

Quote Name City of Columbia Randall Park

Prepared By: Ed Gruetzner  
(843) 697-8589  
[ed@carolinaparksandplay.com](mailto:ed@carolinaparksandplay.com)

Prepared For: Todd Martin  
(803) 343-8735  
[wtm0907@gmail.com](mailto:wtm0907@gmail.com)

Bill To: Todd Martin  
City of Columbia  
1111 Parkside Drive  
Columbia, SC 29203

Ship To: Ed Gruetzner  
City of Columbia  
5703 Randall Ave  
Columbia, SC 29203

Please make out purchase orders, contracts, and checks to:

Invoice Address Carolina Parks and Play  
P.O. Box 1246  
Cary, NC, 27512  
(919) 469-9188

Lead Time: 6-7 weeks ARO  
Payment Terms: 50% to order, balance on substantial completion  
Total Wt 0

| Product               | Line Description                                         | Quantity | Sales Price  | Wt Subtotal | Total Price  |
|-----------------------|----------------------------------------------------------|----------|--------------|-------------|--------------|
| Landscape Structures  | 323661 - Smart Play Volo with shade                      | 1.00     | \$101,650.00 | 0           | \$101,650.00 |
| Landscape Structures  | 205160 - Smart Play Cube                                 | 1.00     | \$20,025.00  | 0           | \$20,025.00  |
| Landscape Structures  | Single Post Swing Frame w/8' beam                        | 1.00     | \$1,630.00   | 0           | \$1,630.00   |
| Landscape Structures  | Single Post Additional Swing Frame w/8' Beam             | 1.00     | \$1,210.00   | 0           | \$1,210.00   |
| Landscape Structures  | 174018 - Slashproof Belt Seat w Proguard Chains, 8' Beam | 2.00     | \$165.00     | 0           | \$330.00     |
| Landscape Structures  | 176038 - Full Bucket Seat                                | 1.00     | \$465.00     | 0           | \$465.00     |
| Landscape Structures  | 177351 - Molded Assisted Seat 5-12                       | 1.00     | \$1,140.00   | 0           | \$1,140.00   |
| SC Installation       | Installation                                             | 1.00     | \$45,000.00  | 0           | \$45,000.00  |
| Shipping and Handling | Shipping & Handling                                      | 1.00     | \$8,200.00   | 0           | \$8,200.00   |
| Surfacing-EWF         | Mulch - Engineered Wood Fiber                            | 140.00   | \$82.00      | 0           | \$11,480.00  |
| Allied                | 12" Borders w/spikes, installed                          | 65.00    | \$55.00      | 0           | \$3,575.00   |

|               |              |
|---------------|--------------|
| Subtotal      | \$194,705.00 |
| Tax Rate      | 8.00%        |
| Project Tax   | \$11,976.40  |
| Project Total | \$206,681.40 |

#### Standard Terms and Conditions

**Pricing:** Prices are firm for 30 days unless otherwise noted. Installation costs, if shown, are for one installation unless otherwise noted. Taxes will be shown separately, if applicable. Any applicable taxes not shown will be applied to the final invoice.

**Payment terms:** Payment terms are as stated above subject to approval by Credit Manager. Payment in full is due within those terms. Pre-payment may be required for orders equaling less than \$5000.00. A signed purchase order made out to the business name and address,



Quote #: 10782  
 Created: 2/20/2025  
 Modified: 2/20/2025

as listed in the "Invoice Address" section of this quotation, or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Checks should be made payable to and mailed as indicated in the "Invoice Address" section of this quotation. A fee of 2.95% will be added for payments by credit card.

**Returns:** Returns are available on shipments delivered within the last 60 days if the product is in merchantable condition, has never been installed, and has never been stored in an area with little or no protection. A 25% restocking fee will be charged on all returned goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item(s) upon return.

**Installation:** The site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation is complete, unless other arrangements are made and noted on the quotation. The customer is responsible for any locally required building permits unless specifically noted otherwise in this proposal. Price includes only what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Drainage requirements not specifically detailed in this proposal are to be completed by others. Customer shall be responsible for unknown conditions such as buried utilities (public and private), tree stumps, rock, or any concealed materials that may result in additional labor or material costs. Customer will be billed hourly or per job for any additional costs.

#### Agreement Execution

As an authorized agent, I accept the terms and conditions of this proposal for purchase of goods and services.

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchase order # \_\_\_\_\_ (please provide)



**DEPARTMENT OF PARKS & RECREATION**

**PARK IMPROVEMENTS (CDBG 24 / 25)**

**RANDALL PARK**  
**5103 RANDALL AVENUE, Columbia, SC 29203**

**HYATT PARK**  
**950 JACKSON AVE, COLUMBIA, SC 29203**



**DRAWING INDEX**

**COVER**

**1**

**RANDALL PARK**

**2**

**HYATT PARK**

**3**

CITY MANAGER

TERESA B. WILSON

CITY LANDSCAPE ARCHITECT

WALTER TODD MARTIN,  
PLA, SITES AP

CITY COUNCIL

HOWARD E. DUVALL, JR.  
EDWARD H. McODOWELL, JR.  
WILL BRENNAN  
PETER M. BROWN  
TINA N. HERBERT  
DR. ADITI BUSSELLS

MAYOR

DANIEL J. RICKENMANN

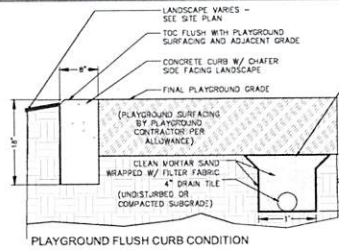
| DRAWING INFORMATION |            |
|---------------------|------------|
| DESIGNED BY         | WTM        |
| DRAWN BY            | WTM        |
| BOOK NO.            |            |
| DATE                | 01/16/2025 |
| SHEET NO:           | L1 OF 3    |

**GENERAL NOTES:**

1. ALL SITE WORK SHALL COMPLY WITH CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN. IF THE CONTRACTOR FINDS A CONFLICT BETWEEN THE DRAWINGS AND ADA REQUIREMENTS, CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY ENGINEER REPRESENTATIVE.
2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD STAKING ALL CONSTRUCTION ELEMENTS.
3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS. ALL SUBCONTRACTORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE IN THE FIELD OF THE SPECIFIC AREA OF THE SYSTEMS AND MATERIALS SPECIFIED ON THE DRAWINGS. CONTRACTOR TO SUBMIT MANUFACTURER INFORMATION TO INCLUDE CUT SHEETS AND COLOR SAMPLES TO PROJECT MANAGER FOR REVIEW AND APPROVAL, PRIOR TO START OF WORK.
4. QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITIES.

**PLAYGROUND NOTES:**

1. ALL PLAYGROUND COMPONENTS (EQUIPMENT, SURFACING & SUBSURFACE DRAINAGE) SHALL BE A LUMP-SUM ALLOWANCE.
2. ALLOWANCE SHALL INCLUDE COST FOR MATERIALS, INSTALLATION, FREIGHT & TAXES.
3. BASIS OF DESIGN INCLUDES PRODUCTS BY LANDSCAPE STRUCTURES PER DRAWINGS OR APPROVED SUBSTITUTE.
4. CYRESS PLAY CHIPS SHALL MEET FALL ZONE REQUIREMENTS FOR PLAY EQUIPMENT SELECTED. RUBBER MATTING TO BE INCLUDED UNDER EACH SWING.
5. SEE DET. 1 ON THIS SHEET FOR SUBSURFACE DRAINAGE AND CONCRETE BORDER CURB.

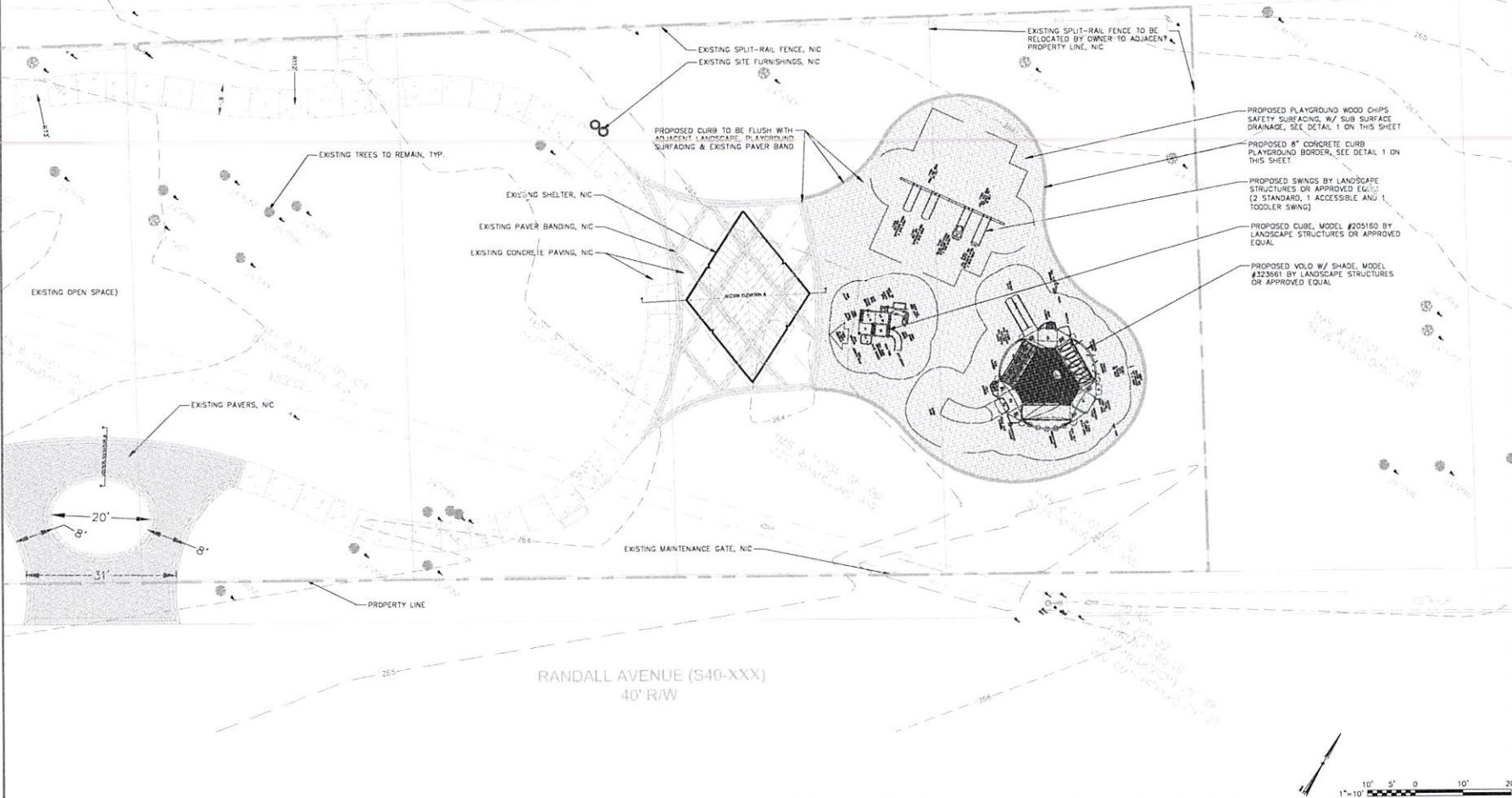


1  
L2

**VERTICAL CONCRETE CURB W/ SUBSURFACE DRAIN**

NTS

SPALDING AVENUE (S40-XXX)  
45' R/W



| NO. | DATE | INITIALS | REVISION | DESCRIPTION |
|-----|------|----------|----------|-------------|
|     |      |          |          |             |
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|     |      |          |          |             |
|     |      |          |          |             |

PROJECT TITLE:  
**PARK IMPROVEMENTS**  
CDBG 24/25

SHEET TITLE:  
**RANDALL PARK  
PLAYGROUND**

| DRAWING INFORMATION |            |
|---------------------|------------|
| DESIGNED BY:        | WTM        |
| DRAWN BY:           | WTM        |
| BOOK NO:            |            |
| DATE:               | 01/16/2025 |
| PROJECT NO:         | X          |
| SHEET NO:           | L2 OF 3    |





**Bing, Hattie M**

**From:** Bryant, Kenya V  
**Sent:** Monday, March 3, 2025 1:55 PM  
**To:** Bing, Hattie M  
**Subject:** FW: [EXTERNAL] Fwd: Randall Park Quote  
**Attachments:** City of Columbia Randall Park\_V1.pdf; CDBG 24-25 Construction Drawing Set.pdf

**From:** Martin, Walter T (Todd) <Walter.Martin@columbiasc.gov>  
**Sent:** Wednesday, February 26, 2025 2:43 PM  
**To:** Higgins, Anita S <Anita.Higgins@columbiasc.gov>; Bryant, Kenya V <Kenya.Bryant@columbiasc.gov>  
**Cc:** ed@carolinaparksandplay.com  
**Subject:** FW: [EXTERNAL] Fwd: Randall Park Quote

Hi Anita,  
 I have attached quote that Ed sent over.

Ed,  
 Could you modify quote for concrete curb per the drawings? We do not want the plastic borders. If you would like to quote the shade, the drawings request shop drawings to meet the design intent shown. The drawings show (6) 30' triangle shade sails connected per drawings. I believe sky ways from LSI could provide a quote for that correct?

Thank you,

**Todd Martin, PLA, SITES AP**

City Landscape Architect  
 City Administration  
 Office Phone: 803-545-4395  
 Mobile: 803-636-7393



**From:** Todd Martin <[wtm0907@gmail.com](mailto:wtm0907@gmail.com)>  
**Sent:** Friday, February 21, 2025 8:17 AM  
**To:** Martin, Walter T (Todd) <[Walter.Martin@columbiasc.gov](mailto:Walter.Martin@columbiasc.gov)>  
**Subject:** [EXTERNAL] Fwd: Randall Park Quote

**CAUTION:** This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access. For suspicious emails, please report using the "Phish Alert Report" button.

----- Forwarded message -----

From: **Ed Gruetzner** <[ed@carolinaparksandplay.com](mailto:ed@carolinaparksandplay.com)>

Date: Thu, Feb 20, 2025 at 10:15 PM

Subject: Randall Park Quote

To: [wtm0907@gmail.com](mailto:wtm0907@gmail.com) <[wtm0907@gmail.com](mailto:wtm0907@gmail.com)>

Todd,

Good morning.

Please find attached the quote for Randall Park. Anita requested this but I can only put one name on it. Please forward it to her as well.

Please feel free to reach out with any questions or suggestions.

Thank you for the opportunity,

Ed

Ed Gruetzner

Carolina Parks and Play

PO Box 1246, Cary, NC 27512

(Cell) 843-697-8589

(Fax) 919-469-9166

[ed@carolinaparksandplay.com](mailto:ed@carolinaparksandplay.com)



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Procurement and Contracts

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

**SUBJECT:** Council is asked to approve a new Contract for Projects PK12501/PK121725; Renovations and Restroom Upgrades to include Hands-Free Technology at Various Parks and Recreation Facilities, as requested by the Parks and Recreation Department on November 15, 2024. Award to MADCO Contracting and Consulting Services in an amount not to exceed \$965,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred ninety (190) days from commencement. This contractor is located in Lexington, SC.

**REQUISITION NO.:** R231446

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Community Development Block Grant: General Capital Projects - Charles R. Drew Wellness Center Bathroom Renovation - Capital Project Costs (4039999-PK121501-658650) \$250,000.00 and Community Development Block Grant - CV: General Capital Projects - Parks and Recreation Restroom Upgrades Touchless - Capital Project Costs (4039999-PK121725-658650) \$715,000.00. The original budget is \$965,000.00.

**CLEAN WATER 2020?:** No

There was one (1) responsive and responsible submittal to RFP011-24-25-KDD-CDBG Parks and Recreation Touchless Upgrade Restroom Projects.

|              |              |
|--------------|--------------|
| Base Amount  | \$950,537.81 |
| Contingency  | \$14,462.19  |
| Total Amount | \$965,000.00 |

**ATTACHMENTS:**

- **#a:** Memo - Parks and Recreation Restroom Touchless Upgrades Memo to Council (PDF)
- **#b:** Final.Contract.MADCO.RFP011-24-25-KDD-CDBG (PDF)



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

**FROM:** Mr. Henry Simons, Assistant City Manager, Operations  
Mrs. Shannon S. Lizewski, Director of Procurement and Contracts

**DATE:** March 18, 2025

**SUBJECT:** Parks and Recreation Touchless Upgrade Restroom Projects

Council is asked to approve a new Contract for varying restroom upgrades including, but not limited to hands-free touchless accommodations for seven (7) recreation facilities as requested by the Parks and Recreation Department on March 18, 2025 and funded by a Community Development Block Grant (CDBG) and Community Development Block Grants Covid (CDBG-CV). Awarded to MADCO Contracting and Consulting Services in an amount not to exceed \$965,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 190 days from commencement. Funding Sources: 4039999-658650/PK121725-658650 and 4039999-658650/PK121501-658650

The restroom locations are as follows:

Hyatt Park Outdoor Restrooms, 950 Jackson Avenue, Columbia, SC 29203  
 Pinehurst Park Indoor Restrooms, 2300 Pinehurst Road, Columbia, SC 29204  
 Kathryn M. Bellfield Booker Washington Heights Cultural Arts Center Indoor Restrooms, 2611 Grant Street, Columbia, SC 29203  
 Lorick Park Indoor Restrooms, 1600 Lorick Avenue, Columbia, SC 29203  
 T.S. Martin Park Outdoor Restrooms, 2700 Edison Street, Columbia, SC 29204  
 Eau Claire Print Building Indoor Restrooms, 3907 Ensor Avenue, Columbia, SC 29203  
 Charles R. Drew Wellness Center Indoor Restrooms, 2101 Solomon Way, Columbia, SC

Restrooms Previously Renovated:

Martin Luther King, Jr. Park Indoor Restrooms  
 Hyatt Park Indoor Restrooms  
 Greenview Park Indoor Restrooms

## CONTRACT

City of Columbia, South Carolina

**CIP #:** N/A

**Name of Project:** Parks & Recreation Touchless Upgrade Restroom Projects

**RFP:** RFP011-24-25-KDD-CDBG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **MADCO Contracting and Consulting Services** with legal address and principal place of business at **517 Aspen Glade Ct., Lexington, SC 29072**, 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: **Not Applicable**

### ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **One Hundred Ninety (190)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure 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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Nine Hundred Fifty Thousand, Five Hundred Thirty-Seven Dollars and Eighty-One Cents (\$950,537.81)**. This Contract also provides for an additional contingency in the amount of **Fourteen Thousand, Four Hundred Sixty-Two Dollars and Nineteen Cents (\$14,462.19)** to be administered, if necessary, at the discretion of the City for

unforeseen costs that are within the pre-determined Scope of Work for this Contract.

#### ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

#### ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

#### ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **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 RFP011-24-25-KDD-CDBG Parks and Recreation Touchless Upgrade Restroom Project

9.2.2 Contractors RFP011-24-25-KDD-CDBG Response including Price Proposal

9.2.3 This Contract

9.2.4 Performance and Payment Bond

9.2.5 Exhibit - Compensation

9.2.6 Exhibit – Federal Guidelines for Contracting and Fair Labor Standards

9.2.7 Exhibit – Davis Bacon Wage Determination

9.2.10 Addenda number 1 to 1, inclusive.

#### ARTICLE 10. TERMINATION.

- A. Due to Unavailability of Funds - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation

pursuant to this paragraph, offeror/respondent will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Offeror/Respondent will not be reimbursed any costs amortized beyond the initial contract term.

- B. Cause - The Offeror/Respondent fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency.
- C. Convenience - The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Offeror/Respondent with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Offeror/Respondent is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Offeror/Respondent 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 Offeror/Respondent 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 Offeror/Respondent. In no event shall the Offeror/Respondent be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Offeror/Respondent be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
- D. Force Majeure - Neither the City nor the offeror/respondent shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the offeror/respondent, and without the fault or negligence of either of them.

#### 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

Attest

\_\_\_\_\_

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2<sup>nd</sup> 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

**EXHIBIT - COMPENSATION**

Note: All pricing shall be lump sum for all items for all bathrooms noted within each location and shall be the fully burdened amount

| <b>Hyatt Park Outdoor Restrooms (Men &amp; Women)</b> |                                                                          |                    |
|-------------------------------------------------------|--------------------------------------------------------------------------|--------------------|
| <b>Item Number</b>                                    | <b>Item Description</b>                                                  | <b>Price</b>       |
| 1                                                     | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)   | \$19,235.36        |
| 2                                                     | Paint surface area                                                       | \$7,472.69         |
| 3                                                     | Install new epoxy flooring -with 4" base                                 | \$20,337.38        |
| 4                                                     | Upgrade and replace current partitions                                   | \$10,191.78        |
| 5                                                     | Upgrade lighting to LED lighting                                         | \$4,554.54         |
| 7                                                     | Upgrade and replace current doors with hands-free doors with foot pedals | \$7,222.74         |
| 8                                                     | Concrete channel drain needs to be repaired                              | \$7,262.38         |
| 9                                                     | Mirror installed                                                         | \$4,603.87         |
| 10                                                    | Repair floor drains and pipes                                            | \$5,483.85         |
| <b>Total</b>                                          |                                                                          | <b>\$86,364.59</b> |

| <b>Pinehurst Park Indoor Restrooms (Men &amp; Women)</b> |                                                                          |                     |
|----------------------------------------------------------|--------------------------------------------------------------------------|---------------------|
| <b>Item Number</b>                                       | <b>Item Description</b>                                                  | <b>Price</b>        |
| 1                                                        | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)   | \$23,892.54         |
| 2                                                        | Paint surface area                                                       | \$8,516.05          |
| 3                                                        | Remove and replace solid surface countertop                              | \$9,078.32          |
| 4                                                        | Wall Tile -5' up wall entire room                                        | \$40,628.77         |
| 5                                                        | Install new epoxy flooring -with 4" base                                 | \$19,936.03         |
| 6                                                        | Upgrade and replace current partitions                                   | \$10,923.98         |
| 7                                                        | Upgrade lighting to LED lighting                                         | \$4,818.78          |
| 8                                                        | Upgrade and replace current doors with hands-free doors with foot pedals | \$7,222.74          |
| 9                                                        | Mirrors installed                                                        | \$4,115.33          |
| 10                                                       | Repair floor drains and pipes                                            | \$5,483.79          |
| <b>Total</b>                                             |                                                                          | <b>\$134,616.33</b> |

| <b>Katheryn M. Bellfield Booker Washington Heights Cultural Arts Center Indoor Restrooms (Men &amp; Women) (7 Restrooms)</b> |                                                                          |                     |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------|
| <b>Item Number</b>                                                                                                           | <b>Item Description</b>                                                  | <b>Price</b>        |
| 1                                                                                                                            | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)   | \$27,366.55         |
| 2                                                                                                                            | Install new epoxy flooring -with 4" base                                 | \$20,778.62         |
| 3                                                                                                                            | Paint surface area                                                       | \$14,647.32         |
| 4                                                                                                                            | Upgrade and replace current partitions                                   | \$10,395.70         |
| 5                                                                                                                            | Upgrade lighting to LED lighting                                         | \$5,795.64          |
| 6                                                                                                                            | Upgrade and replace current doors with hands-free doors with foot pedals | \$15,638.59         |
| 7                                                                                                                            | Mirrors installed                                                        | \$4,612.53          |
| 8                                                                                                                            | Repair floor drains and pipes                                            | \$9,552.27          |
| <b>Total</b>                                                                                                                 |                                                                          | <b>\$108,787.22</b> |

| <b>Lorick Park Indoor Restrooms (Men &amp; Women)</b> |                                                                          |                     |
|-------------------------------------------------------|--------------------------------------------------------------------------|---------------------|
| <b>Item Number</b>                                    | <b>Item Description</b>                                                  | <b>Price</b>        |
| 1                                                     | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)   | \$7,686.89          |
| 2                                                     | Remove and replace solid surface countertop                              | \$8,542.42          |
| 3                                                     | Paint the surface area                                                   | \$11,141.52         |
| 4                                                     | Install new epoxy flooring -with 4" base                                 | \$21,463.28         |
| 5                                                     | Upgrade and replace current partitions                                   | \$10,728.83         |
| 6                                                     | Upgrade lighting to LED lighting                                         | \$4,825.60          |
| 7                                                     | Upgrade and replace current doors with hands-free doors with foot pedals | \$7,222.74          |
| 8                                                     | Install new wall tiles                                                   | \$53,115.63         |
| 9                                                     | Mirrors installed                                                        | \$4,115.33          |
| 10                                                    | Repair floor drains                                                      | \$5,483.79          |
| <b>Total</b>                                          |                                                                          | <b>\$134,326.03</b> |

| <b>T.S. Martin Park Outdoor Restrooms (Men &amp; Women)</b> |                                                                          |                    |
|-------------------------------------------------------------|--------------------------------------------------------------------------|--------------------|
| <b>Item Number</b>                                          | <b>Item Description</b>                                                  | <b>Price</b>       |
| 1                                                           | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)   | \$15,384.53        |
| 2                                                           | Install new epoxy flooring -with 4" base                                 | \$17,835.37        |
| 3                                                           | Paint surface area                                                       | \$10,033.63        |
| 4                                                           | Upgrade and replace current partitions                                   | \$12,039.02        |
| 5                                                           | Upgrade lighting to LED lighting                                         | \$4,818.78         |
| 7                                                           | Upgrade and replace current doors with hands-free doors with foot pedals | \$7,222.74         |
| 8                                                           | Replace current ceiling with ceiling tiles to enhance air quality        | \$5,556.55         |
| 9                                                           | Mirror installed                                                         | \$4,115.33         |
| 10                                                          | Repair floor drains and pipes                                            | \$5,483.79         |
| <b>Total</b>                                                |                                                                          | <b>\$82,489.74</b> |

| <b>Eau Claire Print Building Indoor Restrooms (Men and Women)</b> |                                                                           |                     |
|-------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------|
| <b>Item Number</b>                                                | <b>Item Description</b>                                                   | <b>Price</b>        |
| 1                                                                 | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)    | \$16,358.76         |
| 2                                                                 | Remove and replace solid surface countertop                               | \$11,374.12         |
| 3                                                                 | Remove wallpaper                                                          | \$4,163.88          |
| 4                                                                 | Paint surface area                                                        | \$9,315.23          |
| 5                                                                 | Install new epoxy flooring-with 4" base                                   | \$21,266.21         |
| 6                                                                 | Upgrade and replace current partitions                                    | \$14,897.90         |
| 7                                                                 | Upgrade lighting to LED lighting                                          | \$6,664.34          |
| 8                                                                 | Upgrade and replace current doors with hands-free doors with foot pedals  | \$7,208.11          |
| 9                                                                 | Mirrors installed                                                         | \$4,100.70          |
| 10                                                                | Upgrade current ceiling tiles throughout building to increase air quality | \$22,748.81         |
| 11                                                                | Replace carpet throughout facility to Luxury Vinyl Tile                   | \$50,288.61         |
| 12                                                                | Repair floor drains and pipes                                             | \$5,469.16          |
| <b>Total</b>                                                      |                                                                           | <b>\$173,855.83</b> |

| <b>Charles R. Drew Wellness Center Indoor Restrooms (Men &amp; Women) (7 Restrooms)</b> |                         |              |
|-----------------------------------------------------------------------------------------|-------------------------|--------------|
| <b>Item Number</b>                                                                      | <b>Item Description</b> | <b>Price</b> |

|              |                                                                          |                     |
|--------------|--------------------------------------------------------------------------|---------------------|
| 1            | Upgrade and replace fixtures (commodes/urinals, hand dryers and sinks)   | \$20,086.50         |
| 2            | Install new epoxy flooring -with 4" base                                 | \$47,191.53         |
| 3            | Remove and replace solid surface countertop                              | \$37,035.24         |
| 4            | Wall Tile -rear sink area floor to ceiling                               | \$44,965.13         |
| 5            | Paint surface area                                                       | \$7,580.04          |
| 6            | Upgrade and replace current partitions                                   | \$29,709.57         |
| 7            | Upgrade and replace current doors with hands-free doors with foot pedals | \$15,704.75         |
| 9            | Mirrors installed                                                        | \$5,188.39          |
| 10           | Replace ceiling tiles to create better ventilation                       | \$17,585.74         |
| <b>Total</b> |                                                                          | <b>\$225,046.89</b> |

| <b>Item Number</b> | <b>Bathroom Location</b>                                             | <b>Price</b>        |
|--------------------|----------------------------------------------------------------------|---------------------|
| Total              | Hyatt Park                                                           | \$86,364.59         |
| Total              | Pinehurst Park                                                       | \$134,616.33        |
| Total              | Katheryn M. Bellfield Booker Washington Heights Cultural Arts Center | \$108,787.22        |
| Total              | Lorick Park                                                          | \$134,326.03        |
| Total              | T.S. Martin Park                                                     | \$82,489.74         |
| Total              | Eau Claire Print Building                                            | \$173,855.83        |
| Total              | Charles R. Drew Wellness Center                                      | \$225,046.89        |
| Total              | Porta Poties                                                         | \$5,051.18          |
| <b>Total</b>       |                                                                      | <b>\$950,537.81</b> |
| <b>Contingency</b> |                                                                      | <b>\$14,462.19</b>  |
| <b>Grand Total</b> |                                                                      | <b>\$965,000.00</b> |

Note: The individual bathroom pricing shall rule if any pricing discrepancies from the individual pricing versus the total location pricing occur

## **EXHIBIT – FEDERAL GUIDELINES FOR CONTRACTING AND FEDERAL LABOR STANDARDS**

The contractor acknowledges that federal financial assistance will be used to fund the Contract. Contractor will comply with all applicable federal law, regulations, executive orders, and agency policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **1. RELIGIOUS ACTIVITIES - 24 CFR 570.200 (j)**

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(j)(1)(2)(3).

### **2. POLITICAL ACTIVITIES - 24 CFR 570.207**

CONTRACTOR will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **a) HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

CONTRACTOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

### **3. OTHER PROGRAM REQUIREMENTS - 24 CFR.600-570.612**

CONTRACTOR shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CONTRACTOR will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

### **4. GENERAL-24 CFR 570.600**

CONTRACTOR agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

### **5. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT-24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating CONTRACTOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

### **6. SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

### **7. SECTION 3**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

B. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Columbia Community Development policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or City of Columbia Community Development requirements.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

D. Noncompliance with HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Columbia Community Development.

For more information:

Housing and Urban Development (HUD) Section 3 Regulation

<https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75>

HUD Section 3 Benchmarks (Section 3 Projects)

<https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13>

## **8. LABOR STANDARDS & DAVIS BACON ACT - 24 CFR 570.603**

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. Contractor will comply with the following conditions:

- a) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- d) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

## **9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708)**

When applicable all contracts awarded by the City in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5) Under 40 USC 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40.

## **10. BUILD AMERICA, BUY AMERICA (BABA)**

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub.L.117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy American (BABA) provisions of the Act, 41 U.S.C. 8301 note. The [waiver, published March 15, 2023](#), establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. The BAP is applicable to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but not limited to iron, aluminum, steel, cement, and other manufactured products.

For purpose of this clause:

*Produced in the United States means*, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **11. ENVIRONMENTAL STANDARDS - 24 CFR 570.604**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance cannot be reimbursed. The City is responsible for providing the Contractor the HUD required Environmental Clearance Authorization.

## **12. NATIONAL FLOOD INSURANCE PROGRAM - 24 CFR 570.605**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

## **13. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING – 24 CFR 570.606**

CONTRACTOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

## **14. EMPLOYMENT AND CONTRACTING OPPORTUNITIES - 24 CFR 570.607**

CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

## **15. LEAD-BASED PAINT - 24 CFR 570.608**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead- based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead- based paint hazards.

## **16. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS – 24 CFR 570.609**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.



The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12126, 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor shall comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000; sub-part C during the duration of the project and throughout the period that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions throughout the duration of this contract.

The Contractor shall notify the City, if your firm or sub-contractor(s) becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the Termination for Cause provisions contained elsewhere in the contract.

## **17. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS - 2 CFR PART 200**

CONTRACTOR shall comply with the requirements and standards of this Super Circular.

## **18. CONFLICT OF INTEREST - 24 CFR 570.611**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of CONTRACTOR who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

## **19. LIMITED ENGLISH PROFICIENCY (LEP)**

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

## **20. DRUG-FREE WORKPLACE**

As a Contractor of CDBG funds, and in connection with public services offered, the CONTRACTOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that CONTRACTOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

## **21. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits CONTRACTOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up recipient.

## **21. AMERICANS WITH DISABILITIES ACT**

CONTRACTOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as ADA) as applicable to the CONTRACTOR and the activities to be performed by CONTRACTOR under the scope of this Agreement. If employing more than fifteen (15) employees, CONTRACTOR agrees to comply fully with Title I of the ADA as set forth at 28 CFR Part 130. If providing public accommodations as defined by the Act in Section 301(7)(A) -(L), CONTRACTOR agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, CONTRACTOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

## **22. ACCESS TO RECORDS**

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement. In addition, the following access to records requirements apply to the contract:

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

## **23. CONFIDENTIALITY**

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

## **24. INTEREST OF CONTRACTOR**

The Contractor covenants for himself and on behalf of his employees that he 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 the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

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

## **25. PROGRAM FRAUD AND FALSE OR FRAUDELEND STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### ***The False Claims Act (FCA), 31 U.S.C. §§ 3729***

Under Liability for Certain Acts, in general any person who:

- a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);
- d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or

- g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 ([28 U.S.C. 2461](#) note; [Public Law 104-410 \[1\]](#)), plus 3 times the amount of damages which the Government sustains because of the act of that person.

## 26. CLAIMS AND DISPUTES - 2 CFR 200.318(k)

This contract is subject to Contract Disputes.

- All disputes arising under or relating to this contract shall be resolved under this clause.
- Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision.

All claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 (six) months after accrual of the claim to the Contracting Officer for a written decision.

A claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer. The Contractor shall provide the certification specified below when submitting any claim.

- a) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- b) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- c) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

For Contractor claims, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request.

The Contracting Officer's decision shall be final unless the Contractor appeals.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on claims shall be paid at the rate. Which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

## 27. DISPUTES

This contract is subject to 41 U.S.C. chapters 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the Claims and Disputes Clause. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

## 28. EQUAL EMPLOYMENT OPPORTUNITY

8.b

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

Such action shall include, but not be limited to Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.
- g) The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q)) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding twenty-five thousand dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

## 30. USE OF RECOVERED MATERIALS

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired.

## 31. OVERSIGHT - 2CFR 200.318(b)

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b) (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement

**32. SYSTEM FOR AWARD MANAGEMENT (SAM)**

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**33. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**34. RIGHTS TO INVENTIONS**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. **1. (i)** Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii)** (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's

social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission

to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

( ) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration ..... makes, utters or publishes any statement knowing the same to be false ..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

#### **11. Complaints, Proceedings, or Testimony by Employees.**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(4)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(2) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: SC20240050 01/05/2024

Superseded General Decision Number: SC20230050

State: South Carolina

Construction Type: Heavy

Counties: Calhoun, Lexington, Richland and Saluda Counties in South Carolina.

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/05/2024

IRON0848-001 07/01/2023

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 28.00 | 17.10   |
| -----                       |          |         |
| SUSC2011-048 11/02/2011     |          |         |

|                                              | Rates       | Fringes |
|----------------------------------------------|-------------|---------|
| CARPENTER, Includes Form Work....            | \$ 14.85 ** | 0.00    |
| LABORER: Common or General.....              | \$ 9.00 **  | 1.92    |
| LABORER: Pipelayer.....                      | \$ 13.50 ** | 2.41    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe..... | \$ 18.00    | 0.00    |
| OPERATOR: Grader/Blade.....                  | \$ 20.11    | 1.39    |
| OPERATOR: Loader.....                        | \$ 10.50 ** | 1.98    |
| TRUCK DRIVER.....                            | \$ 14.15 ** | 2.32    |
| -----                                        |             |         |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Ordinance No.: 2025-012 - Approval for Acquisition of 2903 North Main Street for the Vista Greenway, Phase 3 Project; Richland County TMS#09110-24-01 (3,545.06 SF; 0.08 Acre); CF#250-590 for extension of the pedestrian trail from Elmwood Avenue to Harden Street Extension

**REQUISITION NO.:** 2025-012

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

First reading approval was given on March 4, 2025.

**ATTACHMENTS:**

- **#a:** 2025-012 - 2903 North Main St (Cox)\_\_\_Vista Greenway Ph 3 (PDF)

**HISTORY:**

03/04/25

Columbia City Council APPROVED ON FIRST READING.



**ORDINANCE NO.: 2025-012**

*Approval for Acquisition of 2903 North Main Street for the Vista Greenway, Phase 3 Project;  
Richland County TMS#09110-24-01 (3,545.06 SF; 0.08 Acre); CF#250-590*

WHEREAS, the City of Columbia (the "City") has planned the Vista Greenway, Phase 3 project for extension of the pedestrian trail from Elmwood Avenue to Harden Street Extension. The pedestrian trail will be located along property primarily acquired from the South Carolina Department of Transportation. In addition to the parcels acquired from the South Carolina Department of Transportation, additional easements and one parcel are needed for this project. The property needed is identified as Richland County TMS#09110-24-01, which is located at 2903 North Main Street; and

WHEREAS, the City's Director of Engineering and the ACM for Operations recommend that the City acquire this property for the project; and

WHEREAS, the owner has agreed to convey the subject property to the City for the Richland County Assessor's market value of \$14,200; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, for and in consideration of the sum of Fourteen Thousand Two Hundred and No/100s Dollars (\$14,200.00) to be paid by the City of Columbia, the City Manager is hereby authorized to execute a sales agreement and all necessary documents to consummate the purchase of 2903 North Main Street, identified as Richland County TMS#09110-24-01 as shown on a plat prepared by the City of Columbia, Department of Engineering, dated January 29, 2025 and being on file in the office of the Department of Engineering under CF#250-590. A copy of the said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
City Attorney

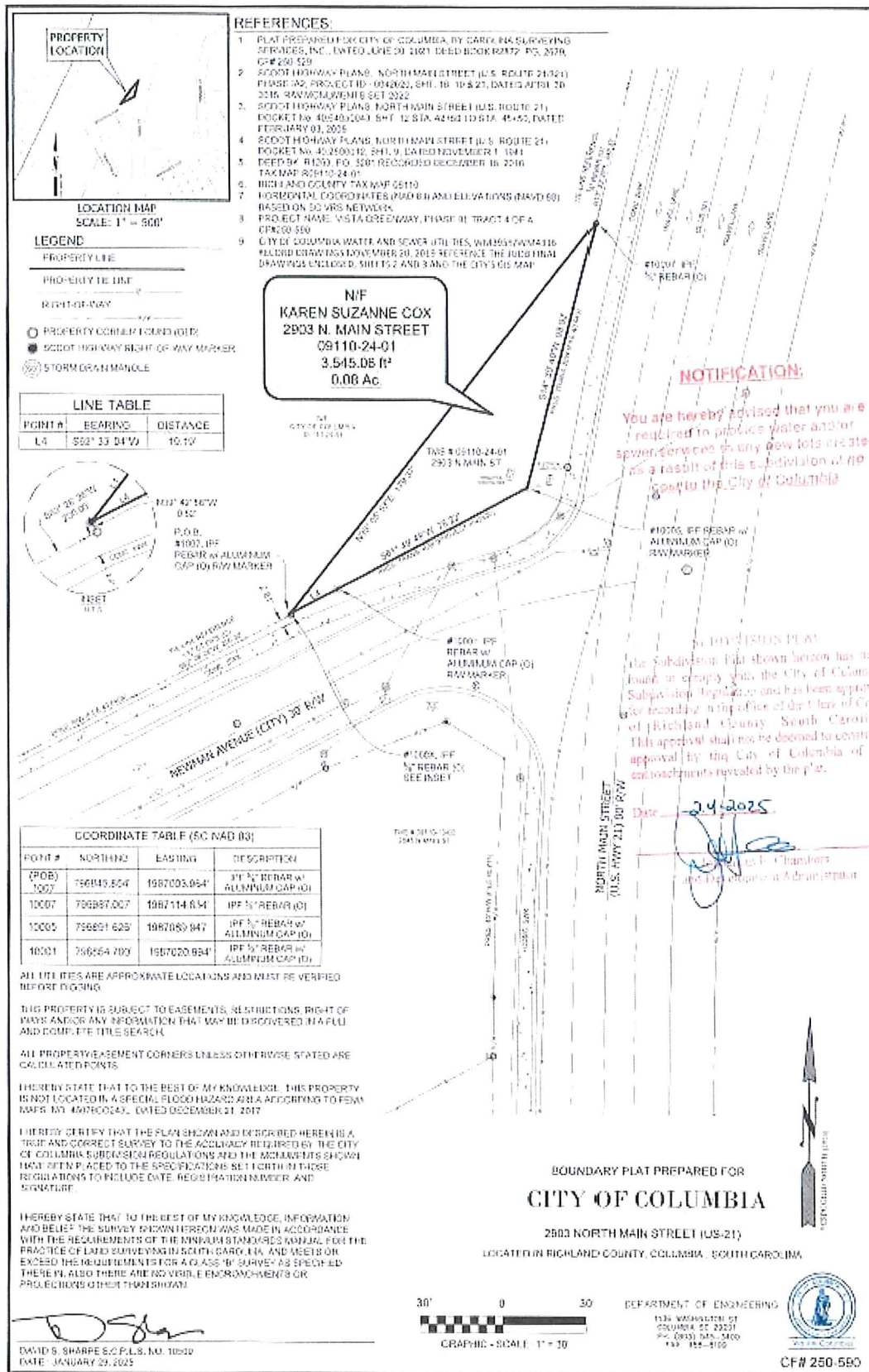
\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

## EXHIBIT "A"





**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
1015 Hamrick Street and R/R Bluff Road, TMS#s  
11204-02-17 and 11204-02-23

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.: 2025-014 - Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map**

**Proposal:** Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

**Council District:** 3

**Applicant:** Pranv Patel and Tushar Patel

**Staff Recommendation:** Approval

**PC Recommendation:** 02/13/2025; Approval (6-0)

**ATTACHMENTS:**

- **#a:** 2025-014 - Annex and Incorporate 1015 Hamrick Street and RR Bluff Road(PDF)
- **#b:** ANNEX-2024-0027\_Hamrick1015\_ZPH\_Packet (PDF)



**ORDINANCE NO.: 2025-014**

*Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of \_\_\_\_\_, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 containing 0.28 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #3, Census Tract 28, and assigned a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Residential Two-Family - Mill Village District (RD-MV).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11204-02-17 and 11204-02-23

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Palen

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2025-014****EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

ALL those certain pieces, parcels or lots of land, and being situate in the State of South Carolina, near the City of Columbia, County of Richland, containing a total of 0.28 acre, and shown and designated as Lots Ten (10) and Eleven (11), containing 0.14 acre, TMS 11204-02-17, and 0.14 acre, TMS 11204-02-23, and being shown more particularly on a plat prepared for Tushar Patel and Pranv Patel, prepared by Benjamin H. Whetstone, R.L.S., Surveyor, dated May 2, 2024 and recorded at Book 2931 Page 2097 in the Richland County Register of Deeds Office. Reference is hereby made to said plat of record for a more complete and accurate metes and bounds description thereof.

**LEGAL DEPARTMENT DRAFT**



## CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3<sup>rd</sup> Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Pranv Patel and Tushar Patel

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

**Acreage:** 0.28 acres

**Current Use:** Residential

**Proposed Use:** Residential

**Reason for Annexation:** Municipal Services – New Construction

**Urban Service Area:** Donut Hole - Primary

**Current County Land Use Classification:** Mixed Residential (High Density)

**Proposed City Land Use Classification:** Urban Core Mixed Residential Type 3 (UCMR-3)

**Current County Zoning:** Residential 6 (R6)

**Proposed City Zoning:** Residential Two-Family –Mill Village District (RD-MV)

**Census Tract:** 28

### DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed two- or three- unit residential development would be approximately \$900 per year, based on calls to similar nearby residential areas within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

Solid Waste provides service in this neighborhood. The approximate cost to provide Solid Waste services to each unit is \$225 a year.

### **Engineering**

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

### **Water Customer Care**

The property is currently unoccupied and any new development would generate new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within a Donut Hole - Primary as designated by the Urban Service Area plan. Two or three dwelling units are proposed on these lots, which are currently occupied by a vacant residence and outbuilding. The real estate tax revenue generated for the City would be **approximately \$3,800 per year** based on an estimated taxable value of this proposed development.

\* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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### **Urban Service Area**

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

#### *Principles and Goals of the Urban Service Area*

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the



Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

#### *Donut Holes - Primary*

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

#### **Comprehensive Plan Land Use Classification**

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

*Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.*

#### **Existing Neighborhood, Small Area, Community, and/or Corridor Plans**

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia Neighborhood sub area (pages 12 and 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: “mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)” (page 32).

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### **ZONING**

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the west, and Employment Campus District (EC) to the north. Adjacent parcels in unincorporated Richland County are currently zoned

Residential 5 (R5) to the northwest across Hamrick Street, and Residential 6 (R6) to the east and south.

The proposed City of Columbia Zoning is Residential Two-Family – Mill Village District (RD-MV).

*Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.*

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#### **STAFF RECOMMENDATION**

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Staff recommends the assignment of the future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and the assignment of zoning of Residential Two-Family – Mill Village District (RD-MV) at the time of annexation.



Subject Property





# Future Land Use

1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23  
 Current Richland County Future Land Use: Mixed Residential (High Density)  
 Proposed City Future Land Use: Urban Core Mixed Residential-3 (UCMR-3)

10.b

## Legend

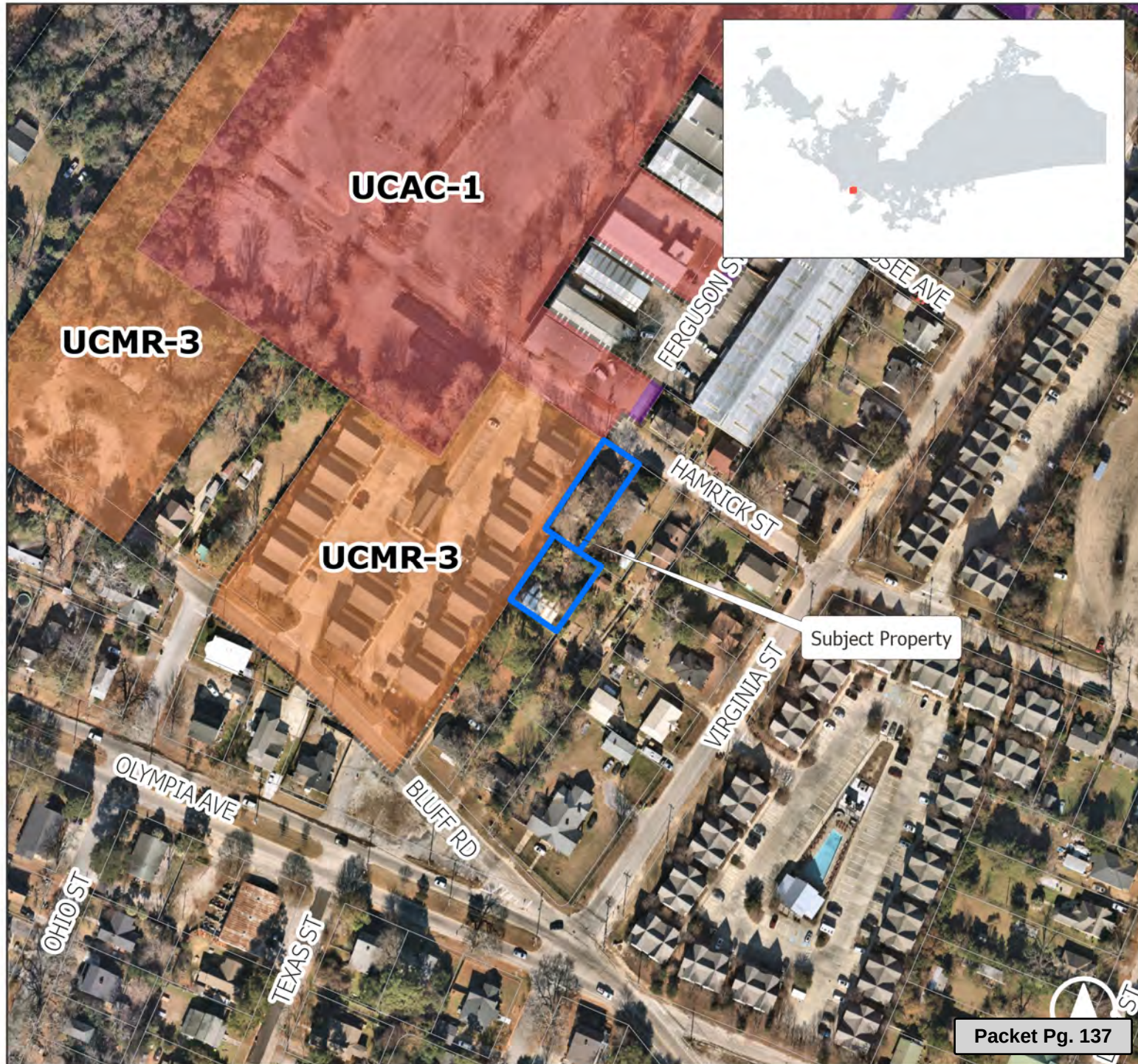
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development  
 Services Department

Created by: swudson Date: 12/19/2024

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia





# Zoning

1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

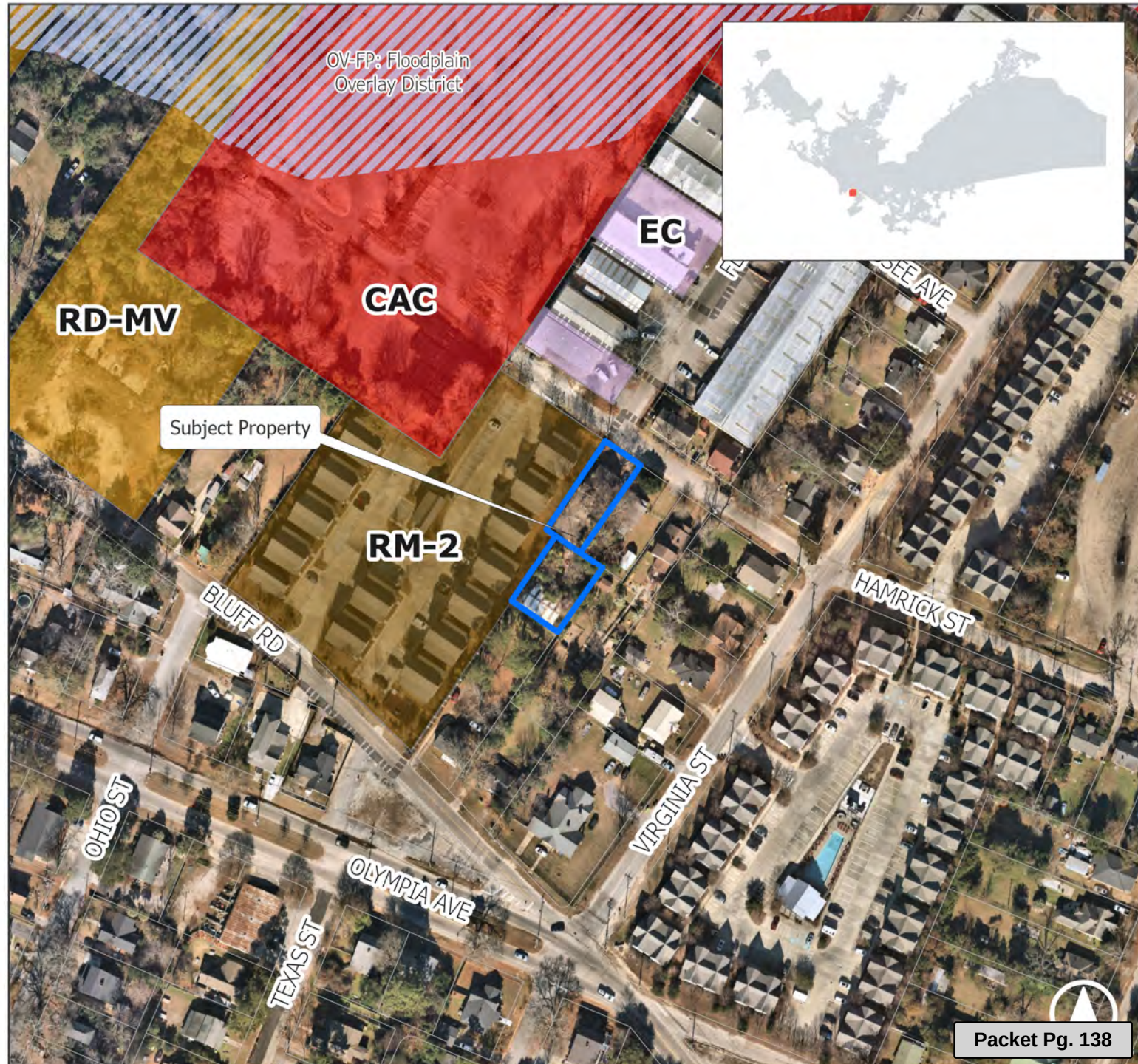
10.b

Current Richland County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Two-Family - Mill Village (RD-MV)

## Legend

- CAC: Community Activity Center/Corridor
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development  
Services Department

Created by: sw Hudson Date: 12/19/2024

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



# Current Future Land Use Classification

## MIXED RESIDENTIAL

### Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



### Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



### Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

### Recommended Land Uses

**Primary, Secondary, and Tertiary Land Uses:** See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

### Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

### Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

### Priority Investment Areas

# 1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

### Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

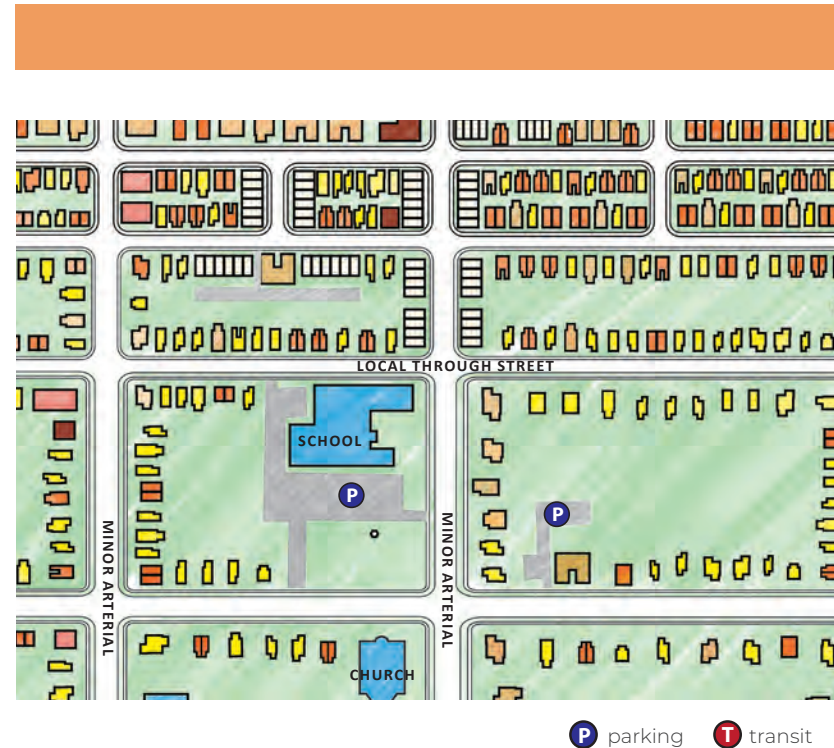
# Proposed Future Land Use Classification



## Development Types

### URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.



### UCMR-3 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

#### SECONDARY TYPES

- Three-family
- Multi-family Small

#### TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

*See matrix for appropriate park/open space types.*

## Development Types

### UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

# Proposed Zoning District



## RD-MV: Residential Two-Family – Mill Village District

### Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

### Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | 3,300    |
| Lot Width, min. (ft.)               | 50       |
| Lot Depth, min. (ft.)               | 70       |
| Lot Coverage, max. (% of site area) | 50       |
| Density, max. (du/acre)             | 13.2     |
| Front Yard Setback, min. (ft.)      | 5        |
| Side Yard Setback, min. (ft.)       | 10       |
| Rear Yard Setback, min. (ft.)       | 5        |
| Building Height, max. (ft.)         | 35       |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                  |                                                 |
|----------------------------------|-------------------------------------------------|
| Cottage Neighborhood Development | Elementary, middle, or high school <sup>2</sup> |
| Dwelling, single-family detached | Arboretum or botanical garden <sup>2</sup>      |
| Dwelling, two-family             | Cemetery <sup>2</sup>                           |
| Community recreation center      | Park or greenway <sup>1</sup>                   |
| Cultural facility <sup>2</sup>   | Utility facility, major <sup>2</sup>            |
| Day care facility <sup>2</sup>   | Utility facility, minor                         |
| Library                          | Community garden <sup>1</sup>                   |
| Place of worship <sup>2</sup>    | Crop production and processing <sup>2</sup>     |
| Public safety facility           |                                                 |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP  
AMENDMENT, AND ZONING MAP AMENDMENT for  
2309 Leesburg Road, TMS# 19208-02-17

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.: 2025-015 - Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map**

**Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.**

**Council District:** 4

**Applicant:** Victoria Sosa Adams

**Staff Recommendation:** Approval

**PC Recommendation:** 02/13/2025; Approval (6-0)

**ATTACHMENTS:**

- **#a:** 2025-015 - Annex and Incorporate 2309 Leesburg Road (PDF)
- **#b:** ANNEX-2025-0001\_Leesburg2309\_ZPH\_Packet (PDF)



**ORDINANCE NO.: 2025-015**

*Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of \_\_\_\_\_, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2309 Leesburg Road, Richland County TMS # 19208-02-17 containing 0.33 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.08, and



assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19208-02-17

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Palen

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2025-015****EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being on the Northern side of Leesburg Road, East of the Veterans Hospital, near the City of Columbia, in the County of Richland, and in the State of South Carolina, generally known as 2309 Leesburg Road, said lot being shown and designated Lot #4 in Block "C" as shown on plat of Twin Lakes Hills Section #2 prepared by McMillan Engineering Co. dated March 17, 1961, and recorded in the Office of the Clerk of Court for Richland County in Plat Book "S" at Pages 60 and 61; said lot, according to said plat, being bounded and measures as follows, to-wit: on the Northeast by Lot #28 in Block "C", whereon it measures Sixty-two and 6/10 (62.6') feet, more or less; on the East by Lot #3 in Block "C", whereon it measures One Hundred Seventy-three and 8/10 (173.8') feet, more or less; on the South by Leesburg Road, whereon said lot fronts and measures One Hundred (100') feet, more or less; on the West by Lot #5 in Block "C", whereon it measures One Hundred Forty (140') feet, more or less; and on the Northwest by Lot #6 in Block "C", whereon it measures Sixty-nine and 2/10 (69.2') feet, more or less; being more particularly shown and delineated upon plat prepared for Victor Bautista Sosa by McMillan Engineering Company dated February 20, 1962, and recorded in the Richland County ROD in Plat Book 19 Page 132.

LEGAL DEPARTMENT DRAFT



## CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3<sup>rd</sup> Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2309 Leesburg Road, TMS# 19208-02-17

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Victoria Sosa Adams

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

**Acreage:** 0.33 acres

**Current Use:** Residential

**Proposed Use:** Residential

**Reason for Annexation:** Municipal Services - Contiguous

**Urban Service Area:** Donut Hole - Secondary

**Current County Land Use Classification:** Neighborhood (Medium Density)

**Proposed City Land Use Classification:** Urban Edge Residential Large Lot (UER-2)

**Current County Zoning:** Residential 3 (R3)

**Proposed City Zoning:** Residential Single Family Large Lot District (RSF-1)

**Census Tract:** 116.08

### DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this single-family residence would be **approximately \$100 per year**, based on calls to similar nearby residential areas within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

Solid Waste provides service in this neighborhood. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

### **Engineering**

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

### **Water Customer Care**

After annexation, the account owner(s) will pay water and sewer rates approximately 40% lower than out-of-City customers.

### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within a Donut Hole - Secondary as designated in the Urban Service Area plan. An existing single-family residence is on this lot. The real estate tax revenue generated for the City would be **approximately \$800 per year** based on the current taxable value of this proposed home.

\* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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### **Urban Service Area**

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

#### *Principles and Goals of the Urban Service Area*

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

#### *Donut Holes - Secondary*

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

#### **Comprehensive Plan Land Use Classification**

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

*Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.*

#### **Existing Neighborhood, Small Area, Community, and/or Corridor Plans**

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

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### **ZONING**

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The property is currently zoned Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 3 (R3) to the west.

The proposed City of Columbia Zoning is Residential Single Family Large Lot District (RSF-1).

*Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.*

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### **STAFF RECOMMENDATION**

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Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.





Subject Property





# Future Land Use

2309 Leesburg Road, TMS#s 19208-02-17

Current Richland County Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

11.b

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 100 200 Feet

0 100 200



Planning & Development  
Services Department

Created by: swudson Date: 1/2/2025

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# Zoning

2309 Leesburg Road, TMS#s 19208-02-17

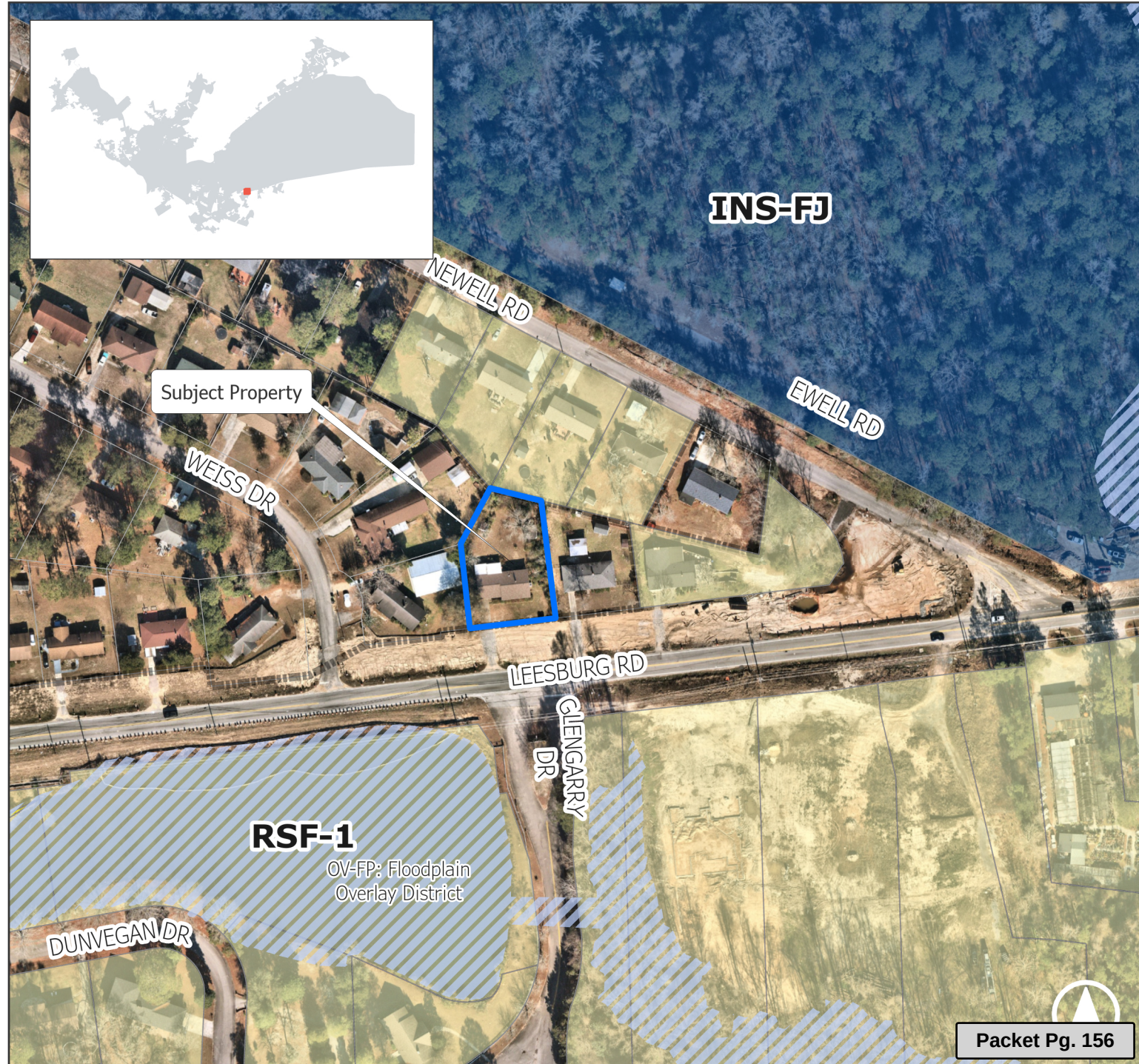
Current Richland County Zoning: Residential 3 (R3)

Proposed City Zoning: Residential Single Family Large Lot (RSF-1)

11.b

## Legend

-  RSF-2: Residential Single Family - Medium Lot District
-  RSF-1: Residential Single Family - Large Lot District
-  INS-FJ: Institutional - Fort Jackson District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 100 200 Feet



Planning & Development  
Services Department

Created by: swhudson Date: 1/2/2025

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Packet Pg. 156

# Current Future Land Use Classification



## NEIGHBORHOOD (MEDIUM-DENSITY)

### Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



### Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



### Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

### Recommended Land Uses

**Primary Land Uses:** Single-family detached houses, duplexes, townhomes

**Secondary Land Uses:** Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

### Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

#### **Relevant Plans**

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

#### **Priority Investment Areas**

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

#### **Areas of Common Interest**

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

#### **Existing Zoning Districts of Similar Character**

RS-LD, RS-MD, MH, PDD





# Proposed Future Land Use Classification

## Development Types

### URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



### UER-2 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached
- \*Accessory dwelling units

#### TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

*See matrix for appropriate park/open space types.*

## Development Types

### UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



# Proposed Zoning District



## RSF-1: Residential Single Family – Large Lot District

### Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

### Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | 15,000   |
| Lot Width, min. (ft.)               | 90       |
| Lot Depth, min. (ft.)               | 70       |
| Lot Coverage, max. (% of site area) | 40       |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 25       |
| Side Yard Setback, min. (ft.)       | 8        |
| Rear Yard Setback, min. (ft.)       | 15       |
| Building Height, max. (ft.)         | 40       |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                 |                                             |
|-------------------------------------------------|---------------------------------------------|
|                                                 | Cemetery <sup>2</sup>                       |
| Dwelling, single-family detached                | Park or greenway <sup>1</sup>               |
| Community recreation center                     | Utility facility, major <sup>2</sup>        |
| Cultural facility <sup>2</sup>                  | Utility facility, minor                     |
| Day care facility <sup>2</sup>                  | Community garden <sup>1</sup>               |
| Library                                         | Crop production and processing <sup>2</sup> |
| Place of worship <sup>2</sup>                   |                                             |
| Public safety facility                          |                                             |
| Elementary, middle, or high school <sup>2</sup> |                                             |
| Arboretum or botanical garden <sup>2</sup>      |                                             |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2313 Leesburg Road, TMS#19208-02-16**

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?: No**

**PURPOSE:**

Ordinance No.: 2025-016 - Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Preston Bunche

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

**ATTACHMENTS:**

- **#a:** 2025-016 - Annex and Incorporate 2313 Leesburg Road (PDF)
- **#b:** ANNEX-2024-0028\_Leesburg2313\_ZPH\_Packet (PDF)



**ORDINANCE NO.: 2025-016**

*Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2313 Leesburg Road, Richland County TMS # 19208-02-16 containing 0.27 acres, further identified in Attachment A, is hereby annexed to and

becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #4, Census Tract 116.08, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19208-02-16

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Palen

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2025-016****EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 3, Block C on map of Twin Lakes Hills, Section Two, by McMillian Engineering Company, dated March 17, 1961 and recorded in the RMC Office for Richland County in Plat Book S, Pages 60 and 61, and being more particularly shown on a plat prepared for Brent A. Gregory and Wendy B. Gregory by Cox and Dinkins, Inc., dated January 31, 1994, and recorded at the Richland County ROD at Book 55 Page 730, and according to said latter plat, having the following measurements and boundaries, to-wit: on the North by Lots 28 and 29 whereon it measures 106.50 feet; on the East by Lot 2 whereon it measures 136.52 feet; on the South by Leesburg Road whereon it measures 100.00 feet; and on the West by Lot 4 whereon it measures 173.80 feet; be all said measurements a little more or less.

LESS AND EXCEPTING: All that certain portion of Leesburg Road right-of-way (SC 262), being 0.093 AC (4,048 SF) and identified as "Area of Acquisition from Tract 94 PID 0039032", conveyed to the South Carolina Department of Transportation by deed of Preston Bunche, dated October 20, 2016, and recorded December 15, 2017 in the Office of the Register of Deeds for Richland County in Record Book 2267 Page 2024.

LEGAL DEPARTMENT DRAFT



## CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3<sup>rd</sup> Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2313 Leesburg Road, TMS#19208-02-16

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Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Preston Bunche

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 0.27 acre

**Current Use:** Residential

**Proposed Use:** Residential

**Reason for Annexation:** Municipal Services - Covenant

**Urban Service Area:** Donut Hole - Secondary

**Current County Land Use Classification:** Neighborhood (Medium Density)

**Proposed City Land Use Classification:** Urban Edge Residential Large Lot (UER-2)

**Current County Zoning:** Residential 3 (R3)

**Proposed City Zoning:** Residential Single Family Large Lot District (RSF-1)

**Census Tract:** 116.08

### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this single-family residence would be **approximately \$100 per year**, based on calls to similar nearby residential areas within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

Solid Waste provides service in this neighborhood. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

### **Engineering**

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

### **Water Customer Care**

After annexation, the account owner(s) will pay water and sewer rates approximately 40% lower than out-of-City customers.

### **Planning & Development Services**

We recommend approval of the annexation of this property, which is within a Donut Hole - Secondary as designated in the Urban Service Area plan. An existing single-family residence is on this lot. The real estate tax revenue generated for the City would be **approximately \$400 per year** based on the current taxable value of this proposed home.

\* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002278 for the 2024 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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### **Urban Service Area**

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

#### *Principles and Goals of the Urban Service Area*

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.



Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

#### *Donut Holes - Secondary*

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

#### **Comprehensive Plan Land Use Classification**

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

*Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.*

#### **Existing Neighborhood, Small Area, Community, and/or Corridor Plans**

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

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### **ZONING**

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The property is currently zoned Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 3 (R3) to the west.

The proposed City of Columbia Zoning is Residential Single Family Large Lot District (RSF-1).



*Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.*

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### **STAFF RECOMMENDATION**

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Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.







# Future Land Use

2313 Leesburg Road, TMS#s 19208-02-16

Current Richland County Future Land Use: Mixed Residential (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

12.b

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

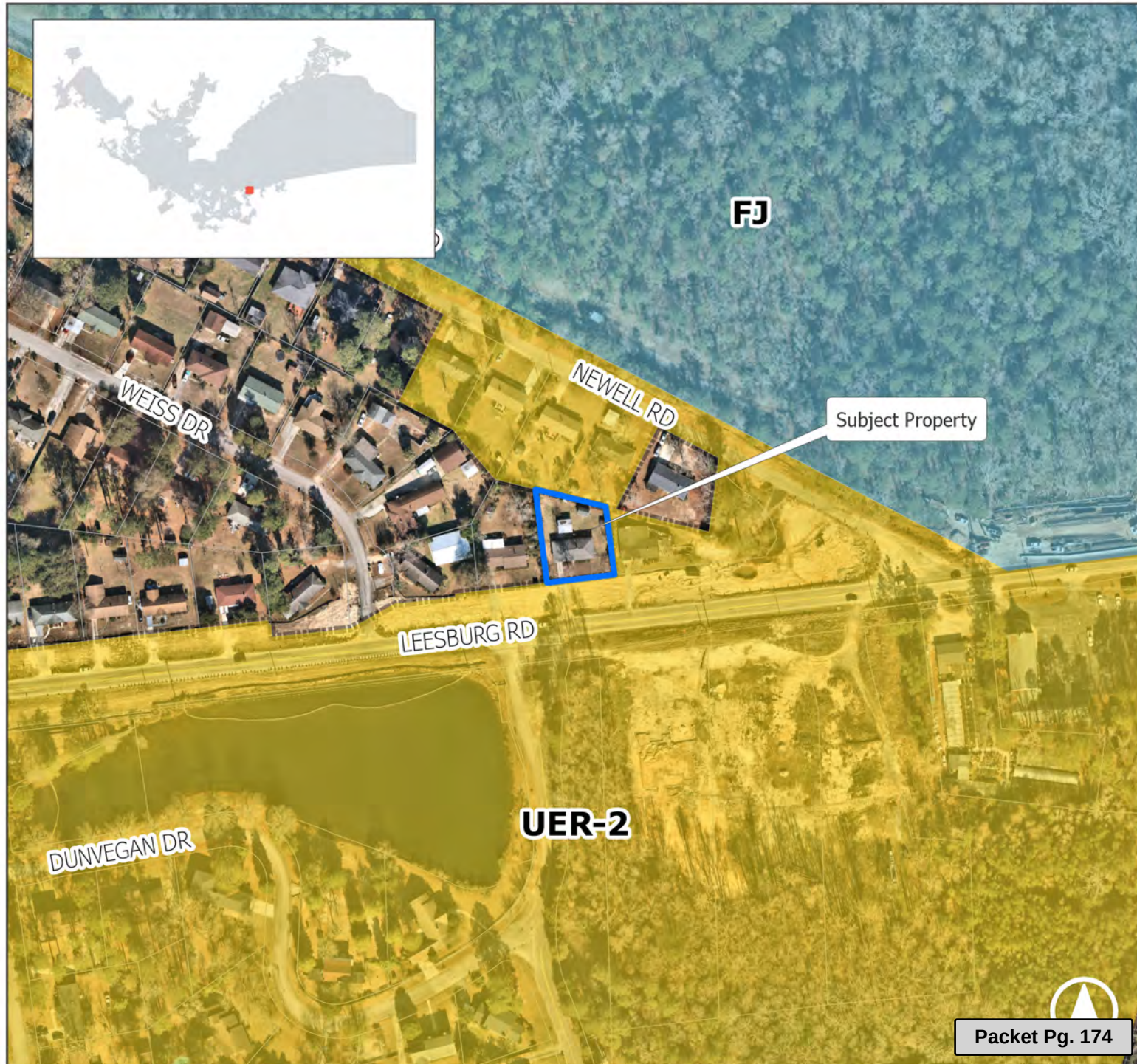
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Planning & Development  
Services Department

Created by: swudson Date: 12/27/2024

This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia





# Zoning

2313 Leesburg Road, TMS#s 19208-02-16

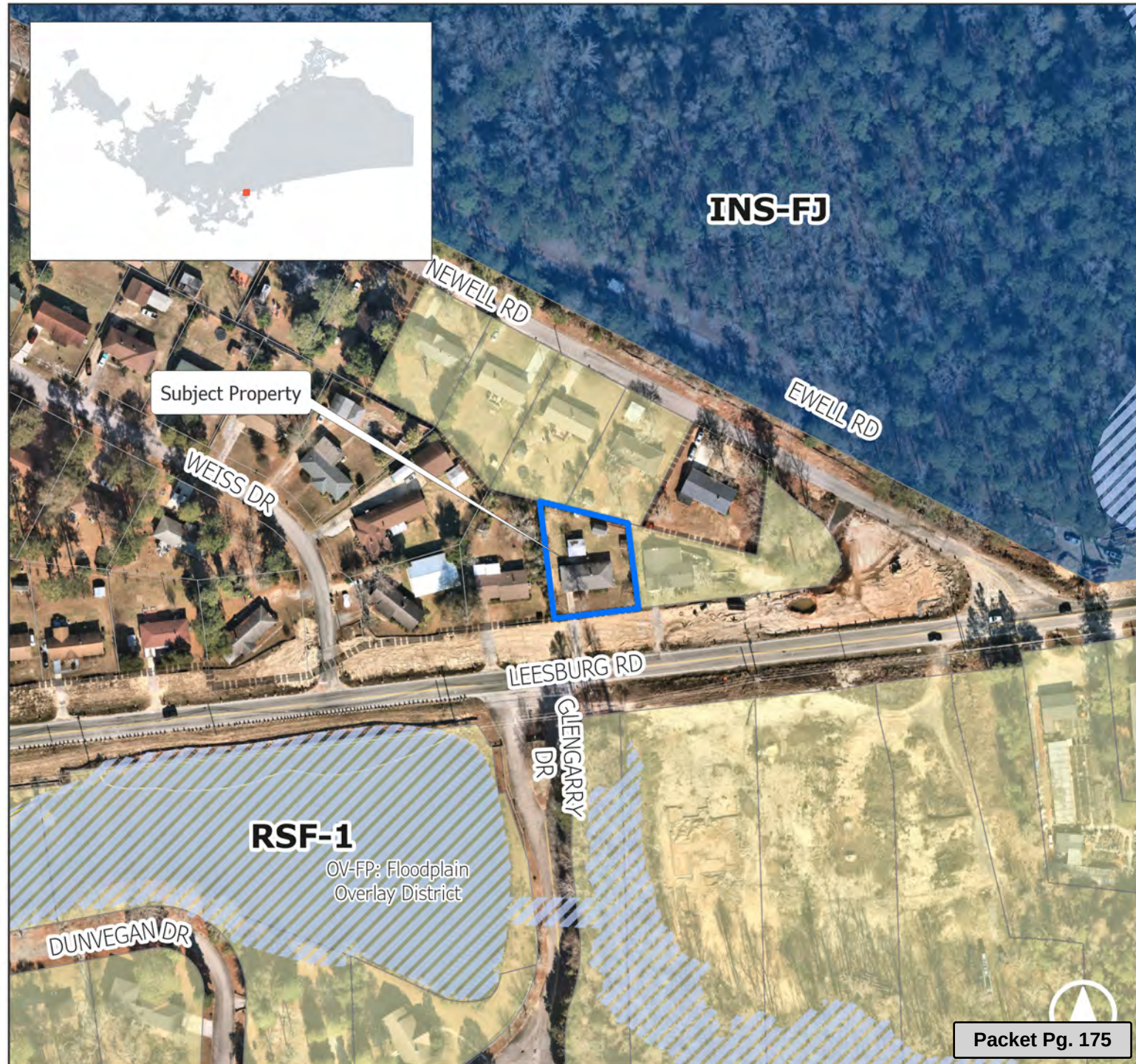
Current Richland County Zoning: Residential 3 (R3)

Proposed City Zoning: Residential Single Family Large Lot (RSF-1)

12.b

## Legend

- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- INS-FJ: Institutional - Fort Jackson District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development  
Services Department

Created by: sw Hudson Date: 12/27/2024

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Packet Pg. 175

# Current Future Land Use Classification



## NEIGHBORHOOD (MEDIUM-DENSITY)

### Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



### Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



### Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

### Recommended Land Uses

**Primary Land Uses:** Single-family detached houses, duplexes, townhomes

**Secondary Land Uses:** Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

### Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.



6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

#### **Relevant Plans**

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

#### **Priority Investment Areas**

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

#### **Areas of Common Interest**

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

#### **Existing Zoning Districts of Similar Character**

RS-LD, RS-MD, MH, PDD

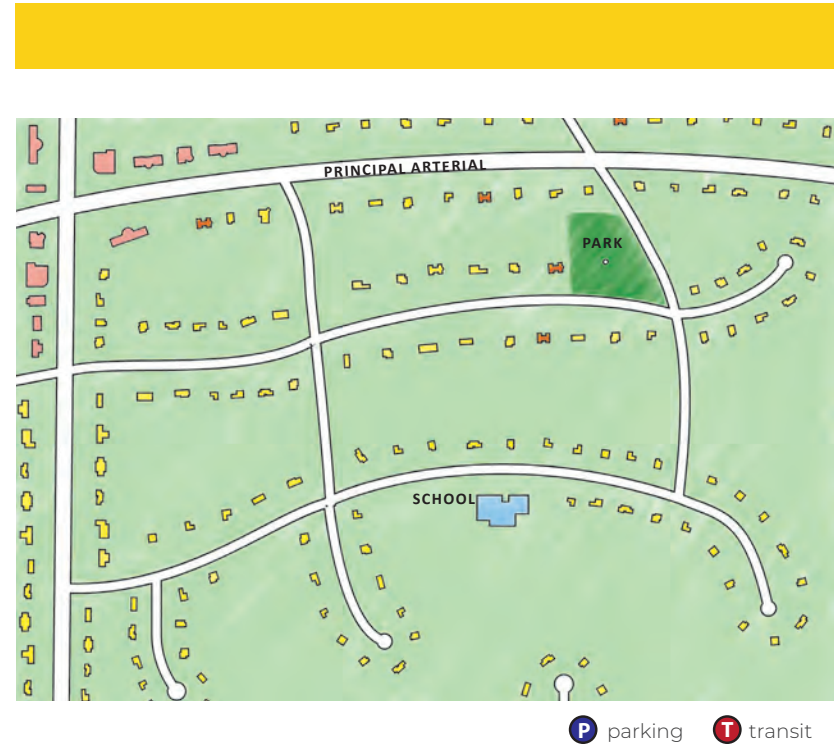


# Proposed Future Land Use Classification

## Development Types

### URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



### UER-2 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached
- \*Accessory dwelling units

#### TERTIARY TYPES

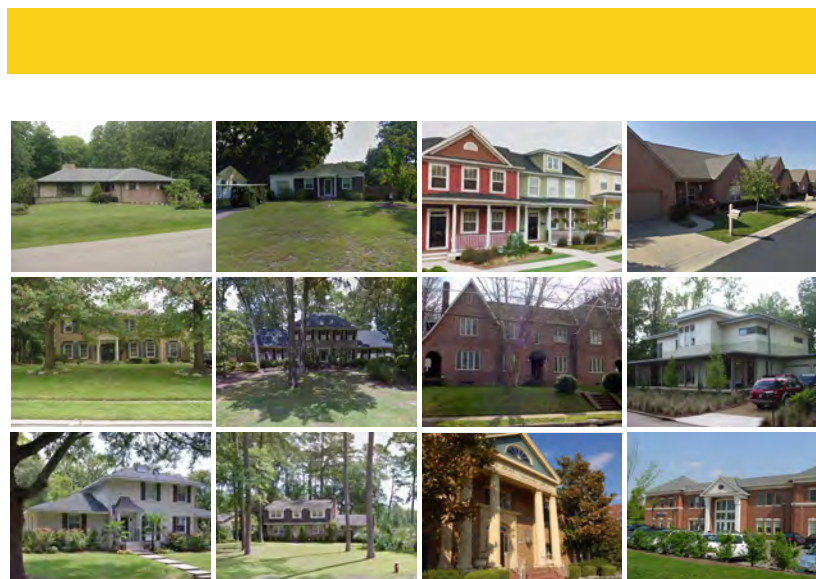
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

*See matrix for appropriate park/open space types.*

## Development Types

### UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



# Proposed Zoning District





## RSF-1: Residential Single Family – Large Lot District

### Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

### Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | 15,000   |
| Lot Width, min. (ft.)               | 90       |
| Lot Depth, min. (ft.)               | 70       |
| Lot Coverage, max. (% of site area) | 40       |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 25       |
| Side Yard Setback, min. (ft.)       | 8        |
| Rear Yard Setback, min. (ft.)       | 15       |
| Building Height, max. (ft.)         | 40       |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                 |                                             |
|-------------------------------------------------|---------------------------------------------|
|                                                 | Cemetery <sup>2</sup>                       |
| Dwelling, single-family detached                | Park or greenway <sup>1</sup>               |
| Community recreation center                     | Utility facility, major <sup>2</sup>        |
| Cultural facility <sup>2</sup>                  | Utility facility, minor                     |
| Day care facility <sup>2</sup>                  | Community garden <sup>1</sup>               |
| Library                                         | Crop production and processing <sup>2</sup> |
| Place of worship <sup>2</sup>                   |                                             |
| Public safety facility                          |                                             |
| Elementary, middle, or high school <sup>2</sup> |                                             |
| Arboretum or botanical garden <sup>2</sup>      |                                             |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Planning and Development Services

**FROM:** *Krista Hampton, Director*

**SUBJECT:** **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE** to Amend area subject to height reduction in the Innovista Design Overlay (OV-ID)

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.: 2025-013 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts**

**Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the limitation of height except within 300’ of the western boundary of the West Gervais Protection Area.**

**Applicant: Mayor Daniel J. Rickenmann**

**Staff Recommendation: Council Member Sponsored**

**PC Recommendation: Approval (6-0)**

**ATTACHMENTS:**

- **#a:** ZTA-2025-001\_ID Height\_ZPH\_PKT (PDF)
- **#b:** 2025-013 - Amending Chapter 17 Article 3 (PDF)



## CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3<sup>rd</sup> Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

### AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend modification of height in the OV-ID (Innovista Design Overlay)

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the modification of height except within 300' of the western boundary of the West Gervais Protection Area.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: Approval (6-0)

#### DETAILS

This amendment will reduce the area affected by a limitation on height in the OV-ID district to that which is located within 300' of western boundary of the West Gervais Protection Area, which is located along a portion of the 1100 block of Huger Street, south of Gervais Street. Areas in which the limitation will be removed include portions of the Convention Center, portions of the 500 block of Senate and others.

The base zoning district predominant within the Innovista Design Overlay District (OV-ID) is MC (Mixed Commercial), which does not have a maximum height requirement. The purpose of the MC district states, "flexibility from conventional use and bulk requirements is provided to promote urban-density and mixed uses within a pedestrian oriented streetscape." The OV-ID overlay regulates the design of structures through design guidelines whose purpose is to "support the transition of the Innovista area to a walkable, mixed use destination. The District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form."

The overlay includes a provision that modifies the applicable regulation of building height within 300 feet of a historic overlay (OV-HP) or a residential zoning district. Instead of what the base district would permit, it imposes a 75-foot maximum height. This proposal would remove this limitation for buildings within 300 feet of a historic overlay district (OV-HP), except for properties within 300 feet of the western boundary of the West Gervais Protection Area, wherein the restriction would remain as it has been since adoption. Additionally, the restriction for buildings within 300 feet of a residential district would remain.

### Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts

#### g) OV-ID: Innovista Design Overlay District

##### (1) Purpose

The purpose of the Innovista Design Overlay (OV-ID) District is to support the transition of the Innovista area to a walkable, mixed-use destination. District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.

##### (2) Applicability

The standards and requirements in this section apply to development located in the OV-ID District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-ID District shall control.

##### (3) Design Guidelines

Development in the OV-ID District shall comply with the Innovista Design District Guidelines, which are incorporated herein by reference.

##### (4) Modifications of Otherwise Applicable Development Standards

a. Building Height Building height shall not exceed 75 feet in height if located within 300 feet of a residential base zoning district ~~or the OV-ID District~~ or the western boundary of the West Gervais Protection Area.

b. Ground Floor Uses For buildings located in a Ground Floor Activity Zones sub-district (see Innovista Design District Guidelines, “Ground Floor Activity Zones” map and “Ground Floor Activity Zones” in Sec. 17-9.4, Definitions), a minimum of 60 percent of the ground floor façade adjacent to any street shall be occupied by a commercial use or a public, civic, or institutional use.

**ORDINANCE NO.: 2025-013**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts, Sec. 17-3.7, Overlay Districts is amended to read as follows:

**Sec. 17-3.7 Overlay Districts****g) OV-ID: Innovista Design Overlay District****(1) Purpose**

The purpose of the Innovista Design Overlay (OV-ID) District is to support the transition of the Innovista area to a walkable, mixed-use destination. District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.

**(2) Applicability**

The standards and requirements in this section apply to development located in the OV-ID District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-ID District shall control.

**(3) Design Guidelines**

Development in the OV-ID District shall comply with the Innovista Design District Guidelines, which are incorporated herein by reference.

**(4) Modifications of Otherwise Applicable Development Standards**

- a. Building Height Building height shall not exceed 75 feet in height if located within 300 feet of a residential base zoning district ~~or the OV-HP District or the western boundary of the West Gervais Protection Area.~~
- b. Ground Floor Uses For buildings located in a Ground Floor Activity Zones sub-district (see Innovista Design District Guidelines, “Ground Floor Activity Zones” map and “Ground Floor Activity Zones” in Sec. 17-9.4, Definitions), a minimum of 60 percent of the ground floor façade adjacent to any street shall be occupied by a commercial use or a public, civic, or institutional use.



Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:



City Attorney

Introduced:  
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Ordinance No.: 2025-017 - Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

**REQUISITION NO.:** 2025-017

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** 2025-017 - Tenth Amendment to Lease - Old Boy Properties. (PDF)

## ORDINANCE NO.: 2025-017

*Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC*

BE IT RESOLVED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the City Manager is authorized to execute the attached Tenth Amendment of Hunting Lease between the City of Columbia and Old Boy Properties, LLC, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT

# TENTH AMENDMENT OF HUNTING LEASE

THIS TENTH AMENDMENT OF HUNTING LEASE by and between the City of Columbia (hereinafter called "LESSOR") and Old Boy Properties, LLC, a South Carolina limited liability company (hereinafter called "LESSEE").

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into that certain Hunting Lease dated June 7, 2011, (the "LEASE");

WHEREAS, LESSOR and LESSEE entered into that certain First Amendment of Hunting Lease effective as of February 21, 2012; and, LESSOR and LESSEE entered into that certain Second Amendment of Hunting Lease effective as of May 21, 2013; and LESSOR and LESSEE entered into that certain Third Amendment of Hunting Lease effective as of May 20, 2014; and LESSOR and LESSEE entered into that certain Fourth Amendment of Hunting Lease effective as of May 26, 2015; and LESSOR and LESSEE entered into that certain Fifth Amendment of Hunting Lease effective as of April 4, 2017; and LESSOR and LESSEE entered into that certain Sixth Amendment of Hunting Lease effective as of May 16, 2017; and LESSOR and LESSEE entered into that certain Seventh Amendment of Hunting Lease effective as of May 20, 2018; and LESSOR and LESSEE entered into that certain Eighth Amendment of Hunting Lease effective as of April 1, 2020; and, LESSOR and LESSEE entered into that certain Ninth Amendment of Hunting Lease effective as of April 1, 2022 and,

WHEREAS, LESSOR and LESSEE have agreed to modify the terms of the LEASE pursuant to the terms set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the agreements contained herein, the parties agree that the LEASE is amended as follows:

## Section Two, "Term", shall be amended to the following:

The term of this Hunting Lease shall cover a two-year period commencing on April 1, 2024, and expiring on March 31, 2026.

Except as specifically modified herein, the terms of the LEASE are hereby ratified and confirmed by LESSOR and LESSEE and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Tenth Amendment effective as of the day and year of the last signature hereinbelow.

Witnesses:

CITY OF COLUMBIA

By: \_\_\_\_\_

Teresa B. Wilson

Its: City Manager

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

OLD BOY PROPERTIES, LLC

By: \_\_\_\_\_

B. Deas Manning

Its: \_\_\_\_\_

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

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Ordinance No.: 2025-019 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Alexander J. Christian for the transfer of 5216 Randall Aveue, Richland County TMS #R11705-15-01

**REQUISITION NO.:** 2025-019

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** 2025-019 - Ordinance draft - Contract of sale 5216 Randall Ave (PDF)
- **#b:** 2025-019 - attachment - Contract 5216 Randall Ave (PDF)



**ORDINANCE NO.: 2025-019**

*Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and  
Alexander J. Christian for the transfer of 5216 Randall Ave,  
Richland County TMS #R11705-15-01*

BE IT ORDAINED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the City Manager is hereby authorized to execute the attached Contract of Sale, or on forms approved by the City Attorney for the transfer of 5216 Randall Ave, Richland County TMS #R11705-15-01.

Requested by:

Assistant City Manager Caughman

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

ATTEST:

Approved as to form:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:



## CONTRACT OF SALE

**Date: March , 2025.** A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Alexander J. Christian,** 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# R11705-15-01. The Property address: 5216 Randall Avenue Columbia, SC 29203**

**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 **One Hundred and Sixty-Seven Thousand and No/100 (\$167,000.00) 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 1<sup>st</sup> 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 **Three Thousand Five Hundred Dollars 00/100 (\$3,500.00).**

**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 **Alexander J. Christian**.

**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 **Three Thousand Five Hundred Dollars 00/100 (\$3,500)**. 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 **Three Thousand Five Dollars and 0/100 (\$3,500.00)** Dollars for closing cost plus **Twenty-Five Thousand and 0/100 (\$25,000.00)** Dollars equity realized for a total loan amount of **Twenty-Eight Thousand Five Hundred and 0/100 (\$28,500.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their 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 forgivable loan of **Twenty-Eight Thousand Five Hundred and 0/100 (\$28,500.00)** Dollars will be a subordinate lien to the first mortgage.

(c) One and Nine Tenths (1.9%) per cent per year of the original amount of **Twenty-Eight Thousand Five Hundred and 0/100 (\$28,500.00)** 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 **TBD closing attorney,** 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

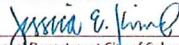
City of Columbia, SC

By: Teresa B. Wilson

Its: City Manager

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

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

3/7/2025





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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Resolution No.: R-2025-001 - Authorizing consumption of beer and wine only at Main Street Jazz Fest in the 1700 block of Main Street on Saturday, May 10, 2025

**REQUISITION NO.:** R-2025-001

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2025-001 - Main Street Jazz Fest (PDF)

**RESOLUTION NO.: R-2025-001**

*Authorizing consumption of beer and wine only at Main Street Jazz Fest at the 1700 block of Main Street on Saturday, May 10, 2025*

WHEREAS, ColaJazz (hereinafter “Sponsor” or “Organizer”) is hosting Main Street Jazz Fest at the 1700 block of Main Street on Saturday, May 10, 2025; and,

WHEREAS, the Sponsor has requested permission for the temporary closing of 1700 block of Main Street between Laurel and Blanding Street AND Laurel Street between Main and Sumter Street from 6:00 a.m. until 12:00 a.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Saturday, May 10, 2025, between 2:00 p.m. and 9:30 p.m.; and for patrons to consume beer and wine only at the event during the hours of 2:00 p.m. and 9:00 p.m; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the perimeter around the 1700 block of Main Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, May 10, 2025 from 2:00 p.m.-9:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at 1700 block of Main Street between Laurel and Blanding Street AND Laurel Street between Main and Sumter Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating “NO CONCEALABLE WEAPONS ALLOWED” that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: “NO CONCEALABLE WEAPONS ALLOWED” to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

LEGAL DEPARTMENT DRAFT

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 2:00 p.m. on May 10, 2025 until 9:30 p.m. on May 10, 2025.

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 \_\_\_\_\_, 2025, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 2:00 p.m. and 9:00 p.m. on Saturday, May 10, 2025; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time from 2:00 p.m. until 9:30 p.m. on Saturday, May 10, 2025, 1700 block of Main Street between Laurel and Blanding Street AND Laurel Street between Main and Sumter Street serves as the designated event area, 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 the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of 1700 block of Main Street between Laurel and Blanding Streets AND Laurel Street between Main and Sumter Streets 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

LEGAL DEPARTMENT DRAFT

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 the hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

City Clerk

Introduced:

Final Reading:





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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Resolution No.: R-2025-005 - Authorizing consumption of beer and wine only at Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street on Sunday, April 13, 2025

**REQUISITION NO.:** R-2025-005

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2025-005 - Artista Vista's Live on Lincoln (PDF)

**RESOLUTION NO.: R-2025-005**

*Authorizing consumption of beer and wine only at Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street between Gervais Street and Lady Street on Sunday, April 13, 2025*

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Artista Vista's Live on Lincoln on Sunday, April 13, 2025 from 5:00 p.m. until 8:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Gervais Street and Lady Street in the Vista, from 10:00 a.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 8:00 p.m., and for patrons to consume beer and wine beverages on Sunday, April 13, 2025 from 5:00 p.m. until 7:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1200 block of Lincoln Street between Gervais Street and Lady Street on Sunday, April 13, 2025 from 5:00 p.m. until 8:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space in the 1200 block of Lincoln Street between Gervais Street and Lady Street in the Vista, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

10. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

11. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. and 8:00 p.m.

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

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 7:30 p.m. on Sunday, April 13, 2025; 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 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 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 event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of April 13, 2025 and time of 5:00 p.m. to 8:00 p.m., the closed portion of the the 1200 block of Lincoln Street between Gervais Street and Lady Street in the Vista that serves as the designated event area, 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 the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1200 block of Lincoln Street between Gervais Street and Lady 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning 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 of the Code of Ordinances of the City of Columbia, South Carolina.

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

Requested by:

Assistant City Manager Shealy

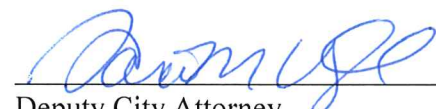
\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT





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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Resolution No.: R-2025-007 - Authorizing consumption of beer, wine, and liquor at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 27, 2025

**REQUISITION NO.:** R-2025-007

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2025-007 - Columbia Food and Wine Festival (Apr 27) (PDF)

**RESOLUTION NO.: R-2025-007**

*Authorizing consumption of beer, wine, and liquor at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 27, 2025*

WHEREAS, Free Times and The Post and Courier Columbia ("Sponsor") are sponsoring the Columbia Food and Wine Festival on Sunday, April 27, 2025 in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 4:00 a.m. until 8:00 p.m. of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, for set up, clean up, and staging of the event to be held on Sunday, April 27, 2025 from 12:00 p.m. until 4:00 p.m.; for patrons to consume liquor, beer, and wine beverages only at the event during the hours of 12:00 p.m. until 3:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, April 27, 2025, from 12:00 p.m. until 4:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 12:00 p.m. until 4:00 p.m.

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

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the sale of liquor, beer, and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 3:30 p.m. on Sunday, April 27, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, 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 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion serve as the designated event area, 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 the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion 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 liquor, 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 to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer and wine shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of liquor, beer, and wine may only be in plastic containers or cans.

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

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

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

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

Requested by:

Assistant City Manager Shealy \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

**SUBJECT:** Resolution No.: R-2025-008 - Authorizing consumption of beer, wine, and liquor at the Contemps Ball at 1515 Main Street on Saturday, March 22, 2025

**REQUISITION NO.:** R-2025-008

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** R-2025-008 - Contemps Ball (March 22) (PDF)



**RESOLUTION NO.: R-2025-008**

*Authorizing consumption of beer, wine, and liquor at the Contemps Ball at  
1515 Main Street on Saturday, March 22, 2025*

WHEREAS, the Columbia Museum of Art ("CMA") is hosting the Contemps Ball on Saturday, March 22, 2025 at 1515 Main Street using Hampton Street entrance for Boyd Plaza; and,

WHEREAS, the CMA has requested permission for patrons to consume liquor, beer, and wine beverages only at the event during the hours of 7:00 p.m. until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at 1515 Main Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, March 22, 2025, from 7:00 p.m. until 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at 1515 Main Street using Hampton Street entrance for Boyd Plaza, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who

attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than one (1) off-duty City of Columbia police officer during the hours of 7:00 p.m. until 10:00 p.m.

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

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the sale of liquor, beer, and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Saturday, March 22, 2025; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, 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 1515 Main Street using Hampton Street entrance for Boyd Plaza will serve as the designated event area, 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 the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code



of Ordinances of the City of Columbia, South Carolina, the designated event area of 1515 Main Street using Hampton Street entrance for Boyd Plaza 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 liquor, 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 to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer and wine shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of liquor, beer, and wine may only be in plastic containers or cans.

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

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

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

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

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Manager

**FROM:** *Teresa Wilson, City Manager*

**SUBJECT:** Board of Zoning Appeals

**FUNDING SOURCE &  
ORIGINAL BUDGET:**



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Manager

**FROM:** *Teresa Wilson, City Manager*

**SUBJECT:** Climate Protection Action Committee

**FUNDING SOURCE &  
ORIGINAL BUDGET:**





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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Manager

**FROM:** *Teresa Wilson, City Manager*

**SUBJECT:** Design Development Review Commission

**FUNDING SOURCE &  
ORIGINAL BUDGET:**



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Manager

**FROM:** *Teresa Wilson, City Manager*

**SUBJECT:** Hospitality Tax Advisory Committee

**FUNDING SOURCE &  
ORIGINAL BUDGET:**



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** Legal Department

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

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

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**PURPOSE:**

*Audra Hatcher v. City of Columbia*

*Ernest Johnson v. City of Columbia*

*O. Stanley Smith, Acre Plus, LLC and Constan Gervais Street Car Wash, Inc. v. City of Columbia*



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**MEETING DATE:** March 18, 2025

**DEPARTMENT:** City Clerk

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

**SUBJECT:** Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

**FUNDING SOURCE & ORIGINAL BUDGET:**

**PURPOSE:**  
2221 Devine Street