



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, March 19, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Voluntary Code of Civil Public Discourse and Pledge of Professional Conduct - The Honorable Edward H. McDowell, Jr.

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

2. Economic and Community Development Committee Report - The Honorable Sam Davis
Homeless Services
3. Parking Fund - Ms. Melisa Caughman, Budget & Program Management Director
4. Council Directed Projects Form - Ms. Teresa Wilson, City Manager
5. Fiscal Year 2017/2018 Audit - Ms. Ellen Adkins, CPA / Webster Rogers, LLP



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 19, 2019

EXECUTIVE SESSION

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

*Capital City Stadium
Wayfinding MOU
Magic Ice
Little Lake Katherine
Convention Center Study
Water & Sewer Bond Issuance*

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

*Business License Fees
Lower Richland Sewer*

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

Finlay Park

9. Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2)

*Jerome L. Francis v. City of Columbia
Ray Clepper Boating Center v. City*



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

COUNCIL MEETING AT 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

10. Council is asked to approve the February 19, 2019 and March 5, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 11 THROUGH 29

11. Council is asked to approve the Purchase of two (2) Dodge Ram Trucks for the Water Maintenance Division, as requested by Columbia Water. Award to Performance CDJR, using the SC State Contract in the amount of \$52,590.00. This vendor is located in Clinton, NC.

Funding Source: Utilities Water-Maintenance Customer Service-Auto, Trucks, Heavy Equipment Capital: 5516202-658500. The original budget amount is \$52,590.00.

12. Council is asked to approve the purchase of two (2) Ford F250 4X4 Crew Cab Trucks for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Vic Bailey Ford, using the SC State Contract in the amount of \$78,968.00. Vic Bailey Ford, Inc. is located in Spartanburg, SC.

Funding Source: Utilities Metro Wastewater Plant - Auto, Trucks, Heavy Equipment Capital: 5516208-658500. The original budget amount is \$100,000.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 19, 2019

13. Council is asked to approved the purchase of two (2) Ford F450 Cab Chassis Vehicles for the Water Maintenance Division, as requested by Columbia Water. Award to Dick Smith, using the SC State Contract in the amount of \$103,334.00. Dick Smith Ford, Inc. is located in Columbia, SC.

Funding Source: Utilities Water-Maintenance - Auto, Trucks, Heavy Equipment Capital: 5516203-658500. The original budget amount is \$103, 334.00.

14. Council is asked to approve the Renewal of Cityworks Software and License Support, as requested by the Information Technology Services Department. Award to Azteca Systems, Inc., in the amount of \$100,000.00. This vendor is located in Sandy, UT.

Funding Source: Public Works Admin-Computer Equipment/Hardware, 1011124-627500; Public Works Admin-Maintenance and Service Contract, 1011124-638200;Forestry Horticulture-Maintenance and Service Contract, 1011217-638200; Streets & Side Walks-Maintenance and Service Contract,1013201-638200; Traffic Operations-Maintenance and Service Contract, 1013204-638200; Street Storm Drain-Maintenance and Service Contract, 5534203-638200; 5513202-638200; Finance Customer Service-Maintenance and Service Contract,5511407-638200; Utilities Water Customer Service-Maintenance and Service Contract, 5516202-638200; Utilities Wastewater-Maintenance and Service Contract, 5516205-627510; Solid Waste Street Sweeping-Maintenance and Service Contract,5534408-638200. The original budgeted amount is \$100,000.00.

15. Council is asked to approve the Purchase of Tasers and Accessories, as requested by the Police Department. Award to Axon Enterprises, as a Sole Source, in the amount of \$108,203.04. This vendor is located in Scottsdale, AZ.

Funding Source: Police Administrative Services - Weapons and Firearms: 1012402-624500. The original budget amount is \$110,000.00.

16. Council is asked to approve the purchase of Disk Backup Appliance, as requested by the Information Technology Services Department. Award to SHI International in the amount of \$109,989.74 using the National IPA Agreement. SHI International is located in Piscataway, NJ.

Funding Source: Capital Lease IT- Computer/ Elect Equipment Capital - Maintenance & Service Contract, 6218992-658600; 6218992-638200 - The original budget amount is \$109,989.74.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

17. Council is asked to approve the purchase of Managed Deployment Services for the Citywide Computer Refresh Project, as requested by the Information Technology Services Department. Award to Dell Marketing in the amount of \$1,425,135.88. Dell Marketing is located in Round Rock, TX.

Funding Source: Technical Contingency - Computer Equipment/Hardware - 5518408 - 627500; Technical Contingency - Professional Services - 5518408 - 636600; Capital Lease IT - Computer Equipment/Hardware - 6218992 - 627500. The original budget amount is \$1,425,135.88.

18. Council is asked to approve Contract Amendment #1 for Utility Relocation Project WM4400; Engineering Services for the Patterson Road and Caroline Road Sidewalk from US 378 to SC Highway 262, as requested by Columbia Water. Award to Michael Baker International, LLC, in the amount of \$53,127.91. This firm is located in Columbia, SC.

Funding Source: 5529999-WM4400-658650 - The original budget amount is \$53,127.91.

The following sub-consultant will provide additional services:

IPW Construction Group, LLC a MBE of Charleston, SC will provide survey and subsurface utility engineering services at \$49,137.91 (92.5%) of the total contract amendment amount.

19. Council is asked to approve Change Order #1 for Project WM4383; Water Main Construction at South Beltline Boulevard and Gills Creek, as requested by Columbia Water. Award to North American Pipeline Management, a DBE(W) in an amount not to exceed \$75,460.00. This firm is located in Marietta, GA.

Funding Source: 2539999-638400 FEMA 2015 October Flood Recovery/FEMA Grants Control. The revised budget amount is \$622,830.00.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

-
20. Council is asked to approve a Contract for 6" Water Line Construction along Edgehill Road, Plumer Drive, and Oakridge Drive, as requested by Columbia Water. Award to DS Utilities Inc. in an amount not to exceed \$161,638.25, which includes contingency funding. This firm is located in Little Mountain, SC.

Funding Source: 5529999-WM4438-658650. The original budgeted amount is \$211,250.00.

This is a Mentor Protégé Program project. DS Utilities, Inc. of Little Mountain, SC is the Mentor and will be performing 8% (\$11,555.00) of the total contract value. Patriot Construction, Inc. of Columbia, SC is the Protégé and will be performing 92% (\$129,000.00) of the total contract value.

The following sub-consultant will provide additional services:

Fortiline Waterworks of Columbia, SC will provide materials/supplies to the Protégé valued at \$25,970.76. This amount is included in the Protégé's (Patriot Construction, Inc) portion (\$129,000.00) of the total contract value.

21. Council is asked to approve a contract for the Colony North Pointe Baseball Field Renovation Project. Award to Hammer Construction, LLC in an amount not to exceed \$298,000.00, which includes contingency funding. Hammer Construction, LLC is a MBE(W) located in Columbia, SC.

Funding Source: General Capitol Project - Capital Projects Cost - Colony North Recreation; 4039999-658650 - PK003801-658650. The original budget amount is \$298,000.00.

22. Council is asked to approve an Engineering Services Agreement for Project SS7465; Lower Crane Creek Relief Sewer Phase 2, as requested by Columbia Water. Award to Black & Veatch, in the amount of \$236,360.00. This firm is located in Greenville, SC.

Funding Source: 5529999-SS7465-658650 - The original budget amount is \$236,360.00.

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Black & Veatch of Greenville, SC is the Mentor and will provide technical consulting support to the City for the Lower Crane Creek Relief Sewer Phase 2 Preliminary Engineering Report at 76.2 % (\$180,060.00) of the contract value. Highfill Infrastructure Engineering, P.C. of Columbia, SC is the Protégé and will provide project administration, data collection, utility coordination, and alternative analysis at 22.1 % (\$52,300.00) of the contract value.

The following sub-consultant will provide additional services:

Bunnell-Lammons Engineering, Inc., of Greenville, SC will provide services at 1.7% (\$4,000.00) of the contract value.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 19, 2019

-
23. Council is asked to approve a Contract for Asbestos Abatement, Demolition, and Air Monitoring Services for Thirty-one (31) Properties, as requested by the Police Department. Award to Corley Construction, LLC, a MBE, in an amount not to exceed \$267,440.72. Corley Construction, LLC is located in Columbia, SC.

Funding Source: 205999-636600 JL-9227000019 - This project is being funded by CDBG funds. The original budget amount \$267,440.72.

The following sub-contractor will provide additional services:

B&B Construction, of Sumter, SC will be providing air monitoring services at \$350.00 per day per property.

24. Council is asked to approve Contract Amendment #4 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$464,404.00. This firm is located in Perry, GA.

Funding Source: 5516206-WM4326-638305 (50%) and 5516207-WM4326-638305 (50%). The original budgeted amount is \$470,000.00

The following subcontractors will provide additional services:

Bullins Painting of Stoneville, GA will provide blast/paint labor services at 17.2% (\$80,000.00) of the contract amendment value.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 17.2% (\$80,000.00) of the contract amendment value.

25. Council is asked to approve the Fiscal Year 2018/2019 Contract for Sanitary Sewer Easement Maintenance, as requested by Columbia Water. Award to DS Utilities, Inc., in an amount not to exceed \$1,903,100.00 to include contingency funding. This firm is located in Little Mountain, SC.

Funding Source: 5516205-SS7271-18/19-638305.

This project is a Columbia Disadvantaged Business Enterprise construction project. The required participation was designated at 10%. The following contractor will provide additional services:

Herndon Inc., of Lugoff, SC, a certified CDBE, will provide herbicide, bush hogging, and project management at 10% (\$189,000.00) of the total contract value.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

-
26. Resolution No.: R-2019-021 Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays April 16, 23, 30, May 7, 14, 21 and 28, 2019
 27. Resolution No.: R-2019-022 Authorizing consumption of beer and wine only at the Make Music Day Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, June 21, 2019
 28. Resolution No.: R-2019-023 Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on Saturday, October 26, 2019 with a rain date contingency of Saturday, November 2, 2019
 29. Resolution No.: R-2019-031 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Love, Peace and Hip Hop Kickoff on Friday, April 12, 2019

PRESENTATIONS

30. Columbia Firefighter Appreciation Month - The Honorable Mayor Stephen K. Benjamin
31. Richland Two Institute of Innovation Day Proclamation - The Honorable Mayor Stephen K. Benjamin
32. Bleeding Disorders Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin
33. Earth Hour 2019 Proclamation - The Honorable Mayor Stephen K. Benjamin
34. American Red Cross Month Proclamation - The Honorable Mayor Stephen K. Benjamin
35. Save Our Kids Update - Mr. Lee Carroll, Founder of Save Our Kids, LLC
36. NCAA Basketball Tournament - Mr. Bill Ellen, President & CEO of Experience Columbia SC



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

PUBLIC HEARING

37. Ordinance No.: 2019-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

**PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS -
7:00 P.M.**

38. FUTURE LAND USE MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Ordinance No.: 2019-019 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17; annexed by Ordinance No.: 2018-071 enacted January 8, 2017

Council District: 3

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

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

-
39. ZONING MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District: 3

Proposal: Request to affirm zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property currently has interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

40. ZONING MAP AMENDMENT - 516 S. Holly Street, TMS# 11313-07-18

Council District: 3

Proposal: Request to rezone the parcel from RS-3 and RG-2 to RG-2

Applicant: Stephen Jahue Moore

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

41. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - 1703 McFadden Street, TMS# 11511-11-02

Ordinance No.: 2019-015 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1703 McFadden Street; Richland County TMS# 11511-11-12

City Council District: 2

Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification from UCR-1 to UEMF.

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

42. ZONING MAP AMENDMENT - 1703 McFadden Street, TMS# 11511-11-02
- Council District: 2*
- Proposal: Request to rezone the parcel from RG-1 to C-1*
- Applicant: Lila Anna Sauls, Homeless No More*
- Staff Recommendation: Approval*
- PC Recommendation: 02/04/2019; Approval (9-0)*
43. ZONING MAP AMENDMENT - 3601 Ridgewood Avenue, TMS# 09209-24-04
- Council District: 1*
- Proposal: Request to rezone the parcel from PUD-R to RS-2*
- Applicant: John Stevens, Celtic Works, Inc.*
- Staff Recommendation: Approval*
- PC Recommendation: 02/04/2019; Approval (9-0)*
44. ZONING TEXT AMENDMENT - Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 316 Heyward Street, TMS# 08816-10-12
- Ordinance No.: 2019-017 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)*
- Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.*
- Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines*
- Applicant: Krista Hampton, Director of Planning and Development Services*
- Staff Recommendation: Approval*
- PC Recommendation: 02/04/2019; Approval (9-0)*
-



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

-
45. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street; TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

Ordinance No.: 2019-014 - Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Mixed Residential - Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) and assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: 135 Williams Street, LLC and Mary Frances Paris

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 19, 2019

46. **ZONING TEXT AMENDMENT - Amend §17-401 to Exempt Signage Associated with a Wayfinding Program**

Ordinance No.: 2019-016 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign

Proposal: Amend the text of §17-401 to exclude signage installed as part of a wayfinding program sponsored by Columbia City Council from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

47. **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE - Repeal Chapter 17 and Adopt a new Chapter 17**

Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled "Planning, Land Development, and Zoning" and adopting a new Chapter 17 entitled "Unified Development Ordinance"

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

*Staff Recommendation: Recommend to City Council **approval** of the new Unified Development Ordinance*

PC Recommendation: 01/07/2019; Approval (8-0)

ORDINANCES - FIRST READING

48. **Ordinance No.: 2019-021 Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14**



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 19, 2019

RESOLUTIONS

49. Resolution No.: R-2019-018 Permitting the Fire Department to collect money for the Muscular Dystrophy Association
50. Resolution No.: R-2019-024 Authorizing the City Manager to execute a Contract for Purchase and Sale of Real Property between the City of Columbia and Columbia Venture, LLC for 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road (MWWTP), TMS #11000-01-06
51. Resolution No.: R-2019-025 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements
52. Resolution No.: R-2019-027 Authorizing the City Manager to execute a Lease between the City of Columbia and EM&L (MS Joint Venture) for lease of the 4th floor of 1401 Main Street
53. Resolution No.: R-2019-028 Authorizing the City Manager to execute any documents as approved by the City Attorney necessary to make repairs to or rebuild certain properties affected by the 2015 flood through implementation of the CDBG-DR Action Plan Programs of Columbia Housing Assistance Program (CHAP), Minor Repair Program (MRP) and Small Rental Repair Program (SRRP)
54. Resolution No.: R-2019-029 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Claudia E. Dupree, 3408 Keenan Dr., TMS# 09111-02-03)
55. Resolution No.: R-2019-030 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Patrick M. Johnson, 1006 California Avenue, TMS #13710-03-06)

APPOINTMENTS

56. Food Policy Committee
57. Hospitality Tax Advisory Committee



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 19, 2019**

OTHER MATTERS

58. Council is asked to approve the Installation of one (1) Speed Hump on Bannockburn Drive, as requested by the Public Works Department.

The Columbia Police Department and the Columbia Fire Department reviewed and approved this request.

59. Humanitarian Assistance Program - The Honorable Edward H. McDowell, Jr.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Voluntary Code of Civil Public Discourse and Pledge of Professional Conduct - The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Economic and Community Development Committee Report -
The Honorable Sam Davis

PURPOSE: Homeless Services

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Parking Fund - Ms. Melisa Caughman, Budget & Program Management Director

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Budget Memo 1 3.19.2019 PF (PDF)



We Are Columbia

MEETING DATE: March 15, 2019

DEPARTMENT: Budget & Program Management

FROM: Missy Caughman, Budget & Program Management Director

SUBJECT: Fiscal Year 2018/19 Proposed Budget – Parking Fund & Council Directed Projects Form

During the March 19th Budget Workshop we will focus on the FY 19/20 Proposed Parking Fund and other budget related topics.

Parking Fund

The FY 2019/2020 Parking Budget is \$8,858,970; an increase of \$165,982 or 2% from the current year. Parking Operations is focused on providing quality customer service, operating clean and safe parking facilities and working with Economic Development to assist in attracting business to downtown. The parking fund is committed to provide equitable and quality services and the best possible parking value to Columbia's community.

Revenues from parking garages, lots, meters and non-moving violations make up the majority of the revenues for the parking system. Operating revenues total \$8,538,573; an increase of \$515,197, or 6% over the current year budget and 2% over prior year actual. Parking Meter revenues are projected at \$3,100,000; an increase of \$400,000 which is attributed primarily to the addition of the Passport Parking mobile app. The City continues to make investments in technology upgrades in the parking system with the replacement of the parking garage control equipment at Lincoln, Park, Lady & Sumter Street garages that will be completed in the next few months. The other primary source of parking revenue is from parking garages that are projected at \$3,083,000, an increase of \$311,274. The budget reflects use of fund balance in the amount of \$96,797.

Expenditures by operating departments total \$5,155,011; an increase of \$195,467 or 4%. Parking Services manages the day to day activities of parking operations, to include parking garages, monthly parker contracts, street meters and special event parking. Parking Services proposed budget is \$3,089,600; which nets out to an almost flat budget from current year. Personnel services are projected to increase approximately \$38,000 and reflect an increase for state retirement and the addition of 1 additional Parking Enforcement Monitor position. Capital outlays reflect a reduction of \$36,000 from last current year budget due to not budgeting for any replacement vehicles in the coming year. Parking Facilities Division is responsible for the maintenance of the parking garages and meter maintenance. The proposed budget for Parking Facilities is \$1,781,081; an increase of \$121,544 or 7% over the current year. The increases are attributed to the addition of annual maintenance of cloud hosted solution of the new parking control equipment; anticipated elevator replacement at Sumter Street garage and the addition of the maintenance at the recently purchased Devine Street garage. Other divisions included in Parking Operations include Finance Department's Parking Payment Services and Public Works Traffic Sign Shop that is responsible for parking system signage. The budgets for these areas reflect no changes from the current year. The proposed budget includes funding for the City's merit pay program and is budget as a separate line item pending final adoption of the entire FY 19/20 budget. If approved, the merit funding will be applied according to the different departments within each fund. The \$80,000 included in the

Parking Fund reflects the funding for employees in the above described departments charged to the parking system.

Non-Departmental areas reflect costs that are not attributable to a specific department or function and the proposed budget is \$2,811,959; a net reduction of \$29,495. The primary changes are from a reduction in debt service of \$102,770 and the addition of \$100,000 for a citywide computer refresh for all desktop computers and laptops assigned to employees. Each operating fund will reflect funding for this replacement program accordingly.

Transfers Out total \$892,000 and reflect no change from the current year budget. Transfers out include a transfer of \$500,000 to the General Fund; \$185,000 for Risk Management Services and \$207,000 toward Central Stores which are the shared internal service activities.

Council Directed Projects Form

One of the items from the list of Budget Related Topics is a request by several City Council members to incorporate a process or mechanism for members of Council to request projects, programs or activities that require use of department resources. The City Manager and staff will present a proposed Council Directed Project Form during the March 19th Budget Work Session for City Council consideration and input.

We look forward to our continued budget discussions and staff will be prepared to answer questions you may have with regards to the information presented.



We Are Columbia

PARKING OPERATING FUND SUMMARY
PROPOSED FY 2019/2020

City of Columbia

3.a

	ACTUAL FY 17/18	BUDGET FY 18/19	DEPT RQST FY 19/20	DIFF	% CHANGE BUDGET
<u>OPERATING REVENUES</u>					
STREET PARKING METERS	3,097,733	2,700,000	3,100,000		
PARKING GARAGES	3,053,141	2,771,726	3,083,000		
PARKING LOTS	423,340	352,400	355,400		
MISCELLANEOUS REVENUE	11,586	10,250	11,750		
VALIDATIONS	0	4,000	10,000		
IN-OUT PARKING	68,520	60,000	70,000		
PARKING METER BAG FEE	182,977	125,000	185,000		
NON-MOVING VIOLATIONS	1,533,291	2,000,000	1,723,423		
TOTAL REVENUE	8,370,587	8,023,376	8,538,573	515,197	6%
<u>NON-OPERATING & TRANSFERS IN</u>					
INTEREST REVENUE	90,329	120,000	120,200		
RENTS & USE OF PROPERTY	106,751	108,675	103,400		
FROM FUND BALANCE	0	440,937	96,797		
TOTAL NON-OPERATING & TRANSFERS	197,080	669,612	320,397	(349,215)	-52%
TOTAL REVENUES & TRANSFERS IN	8,567,667	8,692,988	8,858,970	165,982	2%
<u>EXPENDITURES</u>					
<u>Operating Departments</u>					
FINANCE - PARKING PAVMENT SERVICES	110,106	113,467	104,207		
PARKING OPERATIONS	2,283,824	3,086,886	3,089,600		
PARKING FACILITIES	1,576,187	1,659,536	1,781,081		
TRAFFIC - SIGN SHOP	80,913	99,655	100,123		
COLA / MERITS	0		80,000		
TOTAL OPERATING DEPARTMENTS	4,051,030	4,959,544	5,155,011	195,467	4%
<u>Non-Departmental</u>					
DEPRECIATION	1,655,373	0	0		
DEBT SERVICE	1,659,286	2,809,729	2,706,959		
NON-DEPARTMENTAL/MISC.		5,000	5,000		
TECHNOLOGY REPLACEMENT			100,000		
BAD DEBT / YEAR END ACCRUALS	158,124	0	0		
RESERVE		26,715	0		
TOTAL NON-DEPARTMENTAL	3,472,783	2,841,444	2,811,959	(29,485)	-1%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	500,000	500,000	500,000		
TO CAPITAL IMPROVEMENTS	76,323	0	0		
TO INTERNAL SERVICES	387,895	392,000	392,000		
TOTAL TRANSFERS	964,218	892,000	892,000	-	0%
TOTAL BUDGET	8,488,031	8,692,988	8,858,970	165,982	2%
TOTAL SURPLUS/(DEFICIT)	79,636	0	0		



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Council Directed Projects Form - Ms. Teresa Wilson, City Manager

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Fiscal Year 2017/2018 Audit - Ms. Ellen Adkins, CPA /
Webster Rogers, LLP

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Capital City Stadium
Wayfinding MOU
Magic Ice
Little Lake Katherine
Convention Center Study
Water & Sewer Bond Issuance

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)

PURPOSE: Business License Fees
Lower Richland Sewer

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: 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)

PURPOSE: Finlay Park

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2)

PURPOSE: Jerome L. Francis v. City of Columbia
Ray Clepper Boating Center v. City

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the February 19, 2019 and March 5, 2019 City Council Meeting Minutes.

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** MN_02_19_2019 (PDF)
- **#b:** MN_03_05_2019 (PDF)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, February 19, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:11 p.m. The following members of City Council were present: The Honorable Sam Davis, the Honorable Moe Baddourah, the Honorable Howard E. Duvall, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Edward H. McDowell, Jr. arrived at 2:23 p.m. and the Honorable Tameika Isaac Devine arrived at 3:20 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Stephen K. Benjamin offered the invocation.

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the December 2018 Financial Report. – *The written report was received as information.*

CITY COUNCIL DISCUSSION

2. Office of Business Opportunities' Program Updates - Ms. Melissa Lindler, Office of Business Opportunities Director

Ms. Melissa Lindler, Office of Business Opportunities Director explained that the 2006 Disparity Study showed that our minority owned businesses are underutilized in the City of Columbia procurement areas. City Manager Teresa Wilson implemented a 10% citywide Small, Minority, and Woman-owned Business Enterprise (SMWBE) goal in 2015. During fiscal year 2017/2018 we met the goal at 10.17%. We are working more closely with Columbia Water to provide fair opportunities and a way to measure the results. We provide unique training opportunities related to the fiscal management of businesses and other hands on training to help grow their areas of expertise.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that we look at each project on its own merit to determine how much of it is equipment and how much of the equipment is manufactured locally or represented by a local vendor. For the AMI project, there were no Columbia Disadvantaged Business Enterprise (CDBE) suppliers of the water meters. We determined that \$10 million was eligible for local businesses to support. The rest of the cost is for the purchase of meters and meter boxes from the manufacturer.

Ms. Melissa Lindler, Office of Business Opportunities Director added that equipment doesn't fall under the CDBE guidelines. We are advocates for the small and minority vendors. We are looking at areas where we can have more protégé led projects and more DBE participation. She recognized the departments that met or exceeded the 10% goal. The highest paid SMWBEs were Chao and Associates, LAD Corporation, Landmark Consulting, LLC, and Shady Grove Construction. These firms are also a part of the Mentor Protégé Program and they are registered CDBEs. She began reporting on the City's three commercial revolving loan funds. To date, 33 loans have been made from the Columbia Economic Renaissance Fund since 2003; 26 loans have been made from the Community Development Block Grant since 2011; and 107 loans have been made from the Economic Development Administration Fund. We've made 31 loans between 2015 and 2019 in a total amount of \$2,528,950. For every \$35,000 loaned, the business has to create or retain one job. A total of 128 full-time and 34 part-time jobs have been created and/or retained. On September 30, 2017, loans totaling \$384,430.81 were written off.

Mr. Bret Whiting, Loan Officer / Office of Business Opportunities said we write loans off to remove them from our active portfolio. We pursue the recovery of funds through an outside source.

Ms. Melissa Lindler, Office of Business Opportunities Director said the national default rate is 15% and internally its 10% or lower. She reported that OBO's current portfolio of 40 loans total \$2,842,064.00, of which 38 loans are actively performing and two are currently in default. She reviewed the current available balances in each fund. We are looking at other resources to increase the fund balances, because a lot of good loan recipients are wanting to borrow money from us.

Mr. Bret Whiting, Loan Officer / Office of Business Opportunities said the Commercial Loan Fund is making a difference. We have more requests than we have money. I monitor our delinquent report and I actively engage those folks. We are going in the right direction.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Ms. Melissa Lindler, Office of Business Opportunities Director said we left the funding for the food co-op in place. We are discussing other options to meet the needs of food deserts and other priority areas. The Food Advisory Council is involved in the process. We launched the 2018/2019 Commercial Retention and Redevelopment Program for the Harden/Millwood/Gervais/Taylor targeted area. We held two orientation sessions with small business owners in the targeted area. We have \$151,380.00 available and we have 30 applicants who would like to participate in this program. She commended Bret and Gerry Lynn for hand delivering CRR Program brochures and talking with property owners at 70 sites on Valentine's Day.

Ms. Gerry Lynn Hall, Program Compliance Specialist / Office of Business Opportunities said the former Façade Improvement Program and now the CRR Program has been making a difference throughout the City. In 2010, Main Street was a parking lot after 5:00 p.m. It is a thrill to drive through the area and see activity later in the evening.

Ms. Melissa Lindler, Office of Business Opportunities Director said we want the impact to be intentional and we want to have measurable results in the end. We hope to see a difference in code violations and a visual difference with the façade improvements. She continued to report that the Mentor Protégé Program has been very successful. We have 11 construction services and 34 professional services Mentor Protégé Program teams. The anticipated graduation date for protégés is 2022. Two protégés have already graduated to the mentor status. They have formed teams with protégés and are currently bidding on projects. We are having the annual MPP training meeting on February 26, 2019. The Canal Water Plant is a \$40 million project with a 10% CDBE goal. She outlined the features of the CDBE Program to include the flexibility in options for increasing SMWBE participation. The program only applies to subcontracting goals that are placed on a project.

Ms. Juliet Nelly, Compliance Administrator / Office of Business Opportunities said we've worked with Columbia Water to ensure the growth of protégés. We work to ensure that more projects are procured as protégé led or protégé only projects. We've seen an increase in mentors who go above and beyond the 20% minimum award to protégés. We had two mentors give their protégés 91% and 86% of a traditional MPP project. This shows that those mentors were secure in the protégés and the type of work they perform. Out of \$133 million in contracts, we've awarded 12% or \$15.6 million to CDBEs. We're seeing more dollars come back to local businesses in Columbia.

Ms. Melissa Lindler, Office of Business Opportunities Director reported that there were two CDBE projects in 2016/2017; six in 2017/2018; and three in 2018/2019, to date.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 19, 2019

Ms. Juliet Nelly, Compliance Administrator / Office of Business Opportunities presented photos from site visits for CDBE and MPP projects. OBO will host three contract readiness workshops in February.

Ms. Melissa Lindler, Office of Business Opportunities Director announced that Juliet Nelly was promoted to the Compliance Administrator for OBO. She outlined other upcoming workshops and events that will be hosted by OBO during 2019.

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

3. Columbia City Council Retreat Report - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said we wanted to come back to the location where you all put in such hard work during your annual retreat. Your facilitator, Tyler St. Clair has done a great job of capturing everything that you all accomplished during the retreat. We streamlined the facilitator's report and put together a draft of your priorities. If everybody is feeling good with what we have when we leave here today, we'll let Leshia Utsey begin to brand the next two years of Envision Columbia. We will pull away from using the goals that you've used for the past two years. We are going to stick with these seven focus areas. She reviewed the priorities for *Focus Area #1: Attracting and Retaining Talent*.

Councilor Rickenmann said we need to determine our true economic goal and whether or not we have the tools in our quiver to achieve that goal.

Councilor Duvall said we have to redo our business license ordinance. The portal is being rolled out statewide and it will require us to conform with the model. We need to put this on the agenda.

Councilor Devine requested a presentation on the greenway during an upcoming work session from the Midlands Business Leadership Group.

Ms. Teresa Wilson, City Manager reviewed the priorities for *Focus Area #2: Planning Together*.

Councilor Devine suggested that quarterly meetings be held with the School Board and the Delegation.

Mayor Benjamin said we also need to have regular meetings with County Council.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Ms. Teresa Wilson, City Manager reviewed the priorities for *Focus Area #3: Connecting our Community* and *Focus Area #4: Empowering our Residents*.

Councilor Devine clarified that the implementation of a financial empowerment center should be public facing. We are doing the components of it for our staff right now. We can use that as a pilot. I would like to work with Ms. Saeed and her staff to pursue funding.

Ms. Teresa Wilson, City Manager reviewed the priorities for *Focus Area #5: Economic Prosperity – Endless Possibilities* and *Focus Area #6: Enhancing Columbia's Neighborhoods*. The Community Development Department unveiled a new loan program today and it was very well received by those in attendance. That's an additional tool in the toolbox. We know that it has to be a multi-prong approach to address this huge issue. She distributed a list of pending development projects. If Council is wanting us to be aggressive about this, we will have to go after private developers to work with us.

Councilor Rickenmann said there are people on the TN Board who can help with that. We've tried to do so much that we've handicapped our development corps. The bigger discussion is how do we help folks. It's the taxing situation as well and hope we can discuss this further.

Councilor Davis said we don't have the housing stock to help people transition.

Councilor Devine suggested reconstituting the Affordable Housing Taskforce. I reviewed the ten-year-old report. There are families that have been in public housing generationally. You have to address that. It's the housing stock; it's the taxing structure and making sure you have private developers who can do it; and there is nimbyism. Maybe through the taskforce, we can have those discussions and come up with some concrete priorities. We haven't touched half of the Affordable Housing Taskforce recommendations.

Councilor Rickenmann said that strategic plan needs to be passed on to CHA and other places as well. We need a more active board and that board has to be more accountable to us.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Mayor Benjamin said it requires a comprehensive approach where we're using all the different levers. There will be large projects that require significant commitments of public funding. We want to provide the leverage that attracts a lot of private sector investment into that space, while recognizing that we're talking about people at 30% AMI and 80% AMI; workforce housing; and all the way up to 120% and 150% AMI. We must find the very best ways to create some models that will bring us, the County, and the School District to the table. Sometimes it will be us driving and sometimes it will be us getting out of the way. We have to let our financial decisions represent our values. We have to make it as robust, clear, and uncomplicated as possible. Our goal should be that no lot owned by any of the development corporations should be vacant.

Councilor Davis said Waters Crest is a model development that blends in.

Ms. Teresa Wilson, City Manager said I understand the need for reconstituting the taskforce and waiting on recommendations to be made. The purpose of showing you this is that people are extremely interested in doing something right now. We just want to have your blessing.

Councilor Devine said Charlotte's Council passed a resolution that set a period for the development of affordable housing stock and they put the money behind it. They got a bond referendum passed for a housing trust fund.

Councilor Baddourah said we should concentrate on smaller complexes instead of big buildings.

Ms. Teresa Wilson, City Manager reviewed the priorities for *Focus Area #7: Leading the Way in Innovative and High Quality Municipal Services*.

Councilor Duvall asked if the new Customer Care Center component included a command center. There should be a room with technology to bring in GIS [mapping] for water, sewer, and public works. There should be a person who has the authority to make decisions, react 24/7, and coordinate the work orders for water, sewer, and public works in that room. It should all be shown on a GIS display for each system. It would be similar to what the sewer system has now. This could be a way of prioritizing work orders.

Ms. Teresa Wilson, City Manager said we already have the capability to do what you are describing. I want you all to tour where we've relocated Customer Care. These areas report to Clint and he has a great grasp on how those functions should integrate together. We are having an issue with the human asset and how we are driving that aspect. There is a compelling need to do something different and we are going to do that. I don't want you to think we're going to unveil a new center with a new name.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Councilor Davis said the bottom line is not the physical space; it is customer service and how we are perceived as being responsive.

Councilor Rickenmann said we need to empower people to make a decision to deal with the public.

Councilor McDowell said he visited the new Customer Care Center and talked in-depth with the manager and the employees. We recognize that there are some issues, but there is a good feeling about where we are going with questions, demeanor, and morale. It was conveyed how tough it was before they moved to the new place. There is a vision to infuse the employees with enthusiasm.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that it's difficult for a call taker who doesn't have real time information. It's about making sure they have the right tools and making sure our folks in the field have the right tools. We are in the process of rolling out mobile Cityworks for water distribution. That will allow us to have real-time feedback. We have a great place for somewhat of a command center at Beltline. Building our mapping of the water system is a very critical step. That will allow us to close the loop back to the call taker. We understand that having safe drinking water, protecting the environment, and customer service are absolutely paramount. The AMI project will help with water billing and meter reading. That's another tool that customers can use to empower themselves. That human capital piece is very important, as well.

Councilor Duvall said as much as we complain about it, it has come a long way.

Ms. Teresa Wilson, City Manager said customer service is something we have to work on all across the City. It's a non-negotiable. She continued to outline the priorities for *Focus Area #7: Leading the Way in Innovative and High Quality Municipal Services*. I hope that we've captured your priorities in a way that is satisfactory to you. The final page is a list of specific initiatives that we talked about at the end of the retreat: Finlay Park, Municipal Complex, Bull Street, the Convention Center, and other financial options. The next step would be for us to take any feedback from you on these priorities; decide if we will talk about any of these during work sessions; and developing the City Manager's Work Plan that will incorporate the steps we will take to get these priorities done.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

4. General Fund Revenue Projections and Community Promotions Funding - Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer, Ms. Melisa Caughman, Budget and Program Management Director, Ms. Ginger Fanning, Grants Coordinator / Community Projects Liaison

Ms. Melisa Caughman, Budget and Program Management Director presented the general fund revenue projections. We are early in the process and these numbers will continue to change. We are projecting general fund revenues to be at \$148.8 million, which is a less than 1% increase over the current year. Without the transfers-in, general fund revenues are projected at \$130 million, which is where you see the 2.8% growth over the current year's budget in property tax revenue. That's a good sign. There's a net reduction of almost \$1.3 million in licenses and permits. That is being offset by the reduction projected from the franchise fees as a result of the electricity rates with the sale of SCE&G to Dominion Energy. We are projecting flat transfers-in and other financing sources and uses. In the current fiscal year, we were able to use less fund balance in the budget. We are keeping that at the same level this year. There has been a desire to reduce our reliance on fund balance so we'd like to continue on that path.

Councilor Devine asked how the transfer from the parking fund is going to be impacted by the fact that we haven't been charging fees in our garages. People are wondering if the upgrades will cause parking fees to increase.

Ms. Melisa Caughman, Budget and Program Management Director said we aren't expecting much of an impact on the revenue collections at this point.

Ms. Teresa Wilson, City Manager said one of the upcoming Budget Workshops needs to include a report from Elle Matney on fees.

Ms. Melissa Gentry, P.E., Assistant City Manager said we aren't charging for the daily parkers. The monthly parkers are still paying. The gates are scheduled to go back down on March 4, 2019.

Ms. Melisa Caughman, Budget and Program Management Director continued to report that the we have a fairly good trend of final assessments. There were some level years and then we were able to see some growth. She reviewed the fiscal year 2019/2020 budget schedule.

There was a consensus of Council to schedule two to three Budget Workshops on Tuesdays that aren't set aside for work sessions and meetings. The Budget Workshops could start as early as 9:00 a.m. Big ticket items are to be discussed separately and the schedule should be provided in advance.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:32 p.m. for the discussion of **Items 5 through 8**.

5. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)
 - *Water*
6. 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)
 - *Finlay Park*
 - *Municipal Complex*
 - *Re-Simplify*
7. Discussion of negotiations incident to proposed contractual arrangements pursuant to §30-4-70(a)(2)
 - *Boys and Girls Club - sublease of Norman Arnold Center*
8. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Housing Authorities*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, February 19, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:18 p.m. The following members of City Council were present: The Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Moe Baddourah, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr. and the Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 100 of St. Joseph's Church on Devine Street led the Pledge of Allegiance.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda, subject to removing **Item 22** (*Automated Metering Infrastructure*) from the Consent Agenda and deferring consideration of **Item 41** (*Appointments to the Hospitality Tax Advisory Committee*).

Mayor Benjamin encouraged citizens to apply for the Hospitality Tax Advisory Committee and the Columbia Housing Authority Board. We need a diversity of applicants. We are going to extend the deadline for the Hospitality Tax Advisory Committee. The application period for the Columbia Housing Authority Board closes in two days and we will be moving forward with those appointments on March 5, 2019.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

APPROVAL OF MINUTES

9. Council is asked to approve the February 5, 2019 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the February 5, 2019 City Council Meeting Minutes.

CONSENT AGENDA

Upon a single motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 10 through 28** as presented.

10. Council is asked to approve a Hardware Maintenance and Service Contract, as requested by the Information Technology Department. Award to the Hewlett Packard Enterprise Company, using SC State Contract #4400011431 in the amount of \$55,165.60. This vendor is located in Roseville, CA. - *Approved*

Funding Source: Information Technology - Maintenance and Service Contract 101120-638200. The original budget amount is \$55,165.60.

11. Council is asked to approve a contract for the Ensor-Keenan House Asbestos Abatement Re-Bid Project, as requested by the Parks and Recreation Department. Award to Eastern Environmental, Inc. in an amount not to exceed \$99,850.00. This firm is located in Hampstead, NC. - *Approved*

Funding Source: 1015104-636600. The original budget amount is \$100,000.00.

12. Council is asked to approve the purchase of Custom Vertical Storage Racks for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Patterson Pope in the amount of \$64,225.88. The vendor is located in Cincinnati, OH. - *Approved*

Funding Source: Utilities Wastewater Maintenance; Hardware & Building Material - 5516205-623200 - The original budget amount is \$65,000.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

13. Council is asked to approve the purchase of a Mini Hydraulic Excavator for the Water Distribution Division, as requested by Columbia Water. Award to Blanchard Machinery Company, a Local Business Enterprise, using SC State Contract #4400018718 in the amount of \$126,762.00. This vendor is located in West Columbia, SC. - *Approved*

Funding Source: Utilities Water Distribution and Maintenance- Autos & Trucks Capital 5516203-658500. The original budgeted amount is \$126,762.00.

14. Council is asked to approve a Contract for Project SS7504; Saluda River Pump Station Power Pack Platform Construction, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a certified Minority Business Enterprise and a certified Local Business Enterprise in an amount not to exceed \$179,052.50, which includes contingency funding. This firm located in Irmo, SC. - *Approved*

Funding source will be provided from 2539999 - SS750402 - 638400. The original budgeted amount is \$180,000.00.

The following subcontractors will provide additional services/materials:

Sanders Welding of Newberry, SC will provide structural steel at 10.4% (\$17,000.00) of the total contract value.

Capitol Concrete of Lexington, SC, a certified LBE, will provide concrete at 6.4% (\$10,350.00) of the total contract value.

Fortiline Waterworks of Columbia, SC will provide pipe and appurtenances at 2.5% (\$4,000.00) of the total contract value.

15. Council is asked to approve an Agreement for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$184,560.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5511706-638305 - The original budget amount is \$250,000.00. This is a Clean Water 2020 Program Project.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

16. Council is asked to approve an Engineering Services Agreement for Project SD8443; Sumter & Marion Bioretention, as requested by Columbia Water. Award to Goodwyn, Mills, & Cawood in the amount of \$295,850.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5549999-SD8443-658650 - The original budget amount is \$295,850.00.

This is a Mentor Protégé Program Project. Goodwyn, Mills & Cawood, Inc. of Columbia, SC is the Mentor and will provide technical consulting support, evaluate the topography along the identified routes, design stormwater bioretention facilities to capture and treat stormwater runoff, coordinate the design, and perform engineering and design services at 74.9% (\$221,600.00) of the contract value. Chao & Associates a DBE of Columbia, SC is the Protégé and will assist in project management and provide field-run survey for initial project data collection and record drawing preparation at 25.1% (\$74,250.00) of the contract value.

17. Council is asked to approve project WM4399; water line relocation along Alpine Road and Old Percival Road, as requested by Columbia Water. Award to South Carolina Department of Transportation (SCDOT) in the amount of \$314,622.00. - *Approved*

Fiscal Year 2018/2019 CIP Project WM335519-Utility Conflicts Annual. The original budget amount is \$402,731.00

18. Council is asked to approve an Engineering Services Agreement for Project SD8325; Shandon Phase II, as requested by Columbia Water. Award to Cox & Dinkins, in the amount of \$356,920.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 5549999-SD8325-658650 - The original budget amount is \$375,000.00.

The total contract value for the Phase II Shandon Rosewood watershed and stormwater network is \$356,920. The Shandon/Rosewood Project is a multi-phase concept and this phase will consist of a drainage study only. Although the overall project is designated as MPP, the mentor-protégé relationship will not be used until a later phase providing the Protégé with an opportunity to complete engineering design and construction documents for recommended projects resulting from the drainage study.

Cox & Dinkins, Inc., of Columbia SC, will provide services to update and expand the former drainage analysis for this phase at 81.9% (\$292,420.00).



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

The following sub-consultants will provide additional services:

F&ME Consultants, of Columbia, SC will provide services at 11.0% (\$39,500) of the contract value.

Cumming, Inc., of Columbia, SC will provide services at 7.0% (25,000) of the contract value.

19. Council is asked to approve an Agreement for Project SS7470; Lower Crane Creek Sewer Relief Phase I, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$768,835.00. This firm is located in Columbia, SC - *Approved*

Funding Source: 5529999-SS747001-658650. - The original budget amount is \$1,000,000.00.

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide technical consulting for a sewer line capacity enhancement project, to include the evaluation of alternative alignments, and engineering services at 60.6 % (\$465,735.00) of the contract value. Carper Civil Consulting of Columbia, SC (DBE(W)) is the Protégé and will provide engineering design at 20.1 % (\$154,600.00) of the contract value.

The following sub-consultants will provide additional services:

Glenn Associates Surveying, of Jenkinsville, SC will provide services at 10.3% (\$79,200.00) of the contract value.

Civil Engineer Consulting Services, of Columbia, SC will provide services at 1.6% (\$12,000.00) of the contract value.

F&ME Consultants, of Columbia, SC will provide services at 5.5% (\$42,300.00) of the contract value.

Cygnus Environmental, of Cordesville, SC will provide services at 1.9% (\$15,000.00) of the contract value.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

20. Council is asked to amend a motion that was previously adopted on February 5, 2019 to approve a Contract for the Metro Wastewater Treatment Plant Levee Improvements, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$906,582.95, which includes contingency funding. This firm is located in Lexington, SC. - *Approved*

Funding Source: 5529999-SS7171-658650. The original budgeted amount is \$1,700,000.00.

This project has been designated as a Mentor Protégé Program Project. The amended participation percentages are as follows: Stutts & Williams, LLC, a certified LBE, will be the Mentor for this project and will be performing 14.4% (\$113,333.00) of the total contract value. Hammerhead Utilities, LLC of Columbia, SC will be the Protégé and will be providing clearing and erosion control services at 85.6% (\$675,000.00) of the total contract value.

21. Council is asked to approve the Flood Recovery Program Management 2019 Staffing and Services Plan, as requested by the Budget and Program Management Office. Award to Landmark Consulting, a Minority Business Enterprise in the amount of \$3,492,327.88. This firm is located in Columbia, SC. - *Approved*

Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided. The original budgeted amount is \$3,750,000.00.

22. Ordinance No.: 2019-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provision, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-107 Careless operation of drone - *First reading approval was given on February 5, 2019. – Approved on second reading.*

23. Resolution No.: R-2019-008 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art Gala Fundraiser on Saturday March 9, 2019 - *Approved*

24. Resolution No.: R-2019-009 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019 - *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

25. Resolution No.: R-2019-010 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Hamptons on Hampton on Friday, May 31, 2019 - *Approved*
26. Resolution No.: R-2019-011 Authorizing consumption of beer and wine only at the NPHC Greek Explosion on Saturday, March 30, 2019 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion - *Approved*
27. Resolution No.: R-2019-015 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 13th Annual Indie Grits Film Festival on Saturday, March 30, 2019 - *Approved*
28. Resolution No.: R-2019-012 Authorizing consumption of beer and wine only at Soda City Yard Sale Market on Saturday, April 27, 2019 with a rain contingency of Saturday, May 4, 2019 - *Approved*

CONSIDERATION OF BIDS & AGREEMENTS

29. Council is asked to approve a Contractual Services Agreement for the Advanced Metering Infrastructure Project, as requested by Columbia Water. Award to Badger Meter, in the amount of \$38,774,252.65. This firm is located in Milwaukee, WI. - *Approved*

Funding Source: 5529999-WM435401-658650 - The original budget amount is \$40,000,000.00.

The total project cost is \$38,774,252.65 of which \$27,004,681.50 is material cost, \$10,679,636.15 is meter installation cost, and \$1,089,935.00 is O&M cost for years 1-3. In accordance with the Columbia Disadvantaged Business Enterprise Program (CDBE) Guidelines, the cost of equipment purchased or leased may not count toward CDBE credit. Although the total project cost is \$38,774,252.65, only \$10,679,636.15 (meter installation) can be assigned a CDBE goal.

Meter Installation =	\$10,679,636.15
Initial Capital Cost =	\$27,004,681.50 (of which a CDBE goal cannot be assigned)
O&M Years 1-3 =	<u>\$1,089,935.00</u>
Total =	\$38,774,252.65



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Based on the methodology utilized to calculate the local availability of DBEs ready, willing, and able to perform, a CDBE goal of 25% was placed on the total cost of the meter installation (\$10,679,636.15). Farmer Construction, LLC, a CDBE of Columbia, SC will provide installation services at \$1,815,538.15 and AOS Contractors, a CDBE of Lexington, SC will provide construction-concrete services for meter installation at \$884,273.87. The CDBE goal was met at \$2,699,812.02, accounting for 25.28% of total meter installation and 7.16% of the total project cost (not including O&M). Another sub-consultant, XtraLight Manufacturing, Ltd., of Raleigh, NC, will also provide installation of water meters, project management of installations, inventory management and control services at \$7,979,824.

Councilor Duvall said this is such an important item for the City of Columbia and I look forward to getting the 145,000 meters in the ground so we can have the new AMI technology to help provide better services to our water customers in Richland and Lexington County.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that this is the next step in our journey to improve customer service and increase transparency. We've completed negotiations with our preferred vendor. We went through a lengthy process to screen the vendors and their qualifications. We got a great value proposition with Badger Meter. The first meter we put in the ground will be able to communicate by cellular based technology. We won't have to maintain a separate communications network and there's great value in that. Every customer will get a new digital meter. Customers can track their own water usage. There will be leak indication notifications. We are hoping this will improve our customer confidence. It will be automated. This is a three-year project and it's a major investment.

Mayor Benjamin said this is a significant leap towards being more accountable, responsive, and transparent. It is the backbone to being a Smart City.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve a Contractual Services Agreement for the Advanced Metering Infrastructure Project, as requested by Columbia Water. Award to Badger Meter, in the amount of \$38,774,252.65. This firm is located in Milwaukee, WI.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

PRESENTATIONS

30. Recognition of Sergeant Jeffrey Brink as the 2018 Employee of the Year - Police Chief William "Skip" Holbrook, Columbia Police Department

Police Chief William "Skip" Holbrook, Columbia Police Department introduced Sergeant Jeffrey Brink as the 2018 City of Columbia Employee of the Year. Sergeant Brink graduated from Western Michigan University with a Bachelor's Degree in Criminal Justice. He joined the Columbia Police Department in 2008. He has worked in a variety of assignments, always embracing our community policing efforts. He is respected by the rank and file at the Columbia Police Department. He has received a number of awards and recognitions. In 2018, he earned the coveted FBI Trilogy Award. He is one of thirty-six rising supervisors within the Columbia Police Department to complete this respected professional development program. In March 2018, Sergeant Brink quickly and effectively deescalated an almost certain use of deadly force situation with the suspect by disarming him and placing him under arrest without further injury. He was the City of Columbia June 2018 Employee of the Month and was nominated for a Medal of Valor.

Mayor Benjamin and City Manager Teresa Wilson presented Sergeant Jeffrey Brink with a plaque and a token of appreciation for being selected as the 2018 City Columbia Employee of the Year.

31. Recognition of Ms. Victoria Riles as the February Employee of the Month - Mr. Robert Anderson, Public Works Director and Ms. Marli Drum, Animal Services Superintendent

Ms. Marli Drum, Animal Services Superintendent introduced Ms. Victoria Riles, Animal Service Tech Lead as the City of Columbia February Employee of the Month. Ms. Riles has been with the City for two years. She has taken on the foster program and outreach efforts. She has turned our foster family into ninety strong. She has gotten out over 800 kittens, puppies, cats, and dogs that needed extra help. It has been a big challenge, but she has done a fantastic job. We are at an 80% live release rate.

Mayor Benjamin and City Manager Teresa Wilson presented Ms. Victoria Riles with a certificate and a token of appreciation for being selected as the February 2019 City Columbia Employee of the Month.

32. Phi Theta Kappa Weekend Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed March 1-3, 2019 as Phi Theta Kappa Weekend in the City of Columbia.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

33. Introduction of I Am Super Beauty - Ms. Tiffany "TiffanyJ" Wider, Owner & Creator of Super Beauty, Inc.

Councilor Devine introduced TiffanyJ as a local, amazing, and rising star. She is a gifted and talented artist. She does graphic design and websites. She's a vocal artist, too. She is the creator of Super Beauty. As moms of African American young women, it's a challenge to find positive images, dolls, and books to inspire our young girls. She's nationally known and a jewel in Columbia.

Ms. Tiffany "TiffanyJ" Wider, Owner & Creator of Super Beauty, Inc. introduced herself as a Columbia native, entrepreneur, musical artist, inspirational personality, and the creator of Super Beauty. Super Beauty is a super hero with powers that diminish the influence of bullies and to boost self-esteem and confidence in her peers. Super Beauty, Inc. is the business behind the brand, which encompasses children's books to include *Super Beauty Saves the Day* and *Super Beauty's ABCs for the Culture*, our traveling mascot, apparel, cosmetics, and the Super Beauty Pep Talker Plush Doll. At 12-years old, I was almost a suicide headline, but I am grateful that God has chosen me to be a transparent light in the lives of people. I stand before you as the 2018 grand prize winner of the Rapper T.I.'s Picture Hustle Competition. It is my hope that we all find our own super power and begin to operate in purpose with full and true self-love and identity. There is more to come with her brother, Handsome Hero. For more information, visit www.iamsuperbeauty.com.

34. Save Our Kids - Mr. Lee Carroll – *This presentation was deferred.*

OTHER MATTERS

35. Bicycle Pedestrian Advisory Committee (BPAC) Report to Council - Mr. Scott Thorp and Mrs. Christina Galardi, Co-Chairs / BPAC

Mr. Scott Thorp, Co-Chair / BPAC reported that the committee had a lot of successes last year. We pulled off another Open Streets along Devine Street; partnered with Blue Bike to conduct several group rides and promotions; and worked closely with the Planning Department on bicycle and pedestrian issues. We are pushing for more outreach to the neighborhoods across the City. We have four vacancies on the committee and we want a more diverse group. We developed a neighborhood guide so that people have a better understanding of how to address issues. We've planned additional events with Blue Bike for Bike Month and we will push for more Bike Friendly Businesses in Columbia. We will have two Open Street events this year. Our hope is to have support for building new sidewalks and bike lanes and creating more connectivity around the City.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Mayor Benjamin said as we talk about addressing these first-mile/last-mile connectivity issues, I'd love to have more folks from North Columbia and this community present on BPAC. We have to solicit some more applications. We missed some markers in terms of communicating effectively early on and we want to make sure we have all the right people around the table.

Mr. Scott Thorp, Co-Chair / BPAC said we recently made a conscious effort to go door-to-door and talking to people about the Calhoun Street and Hampton Street projects.

Councilor Devine said Don Frierson invited BPAC back to his radio show. That will be part of our outreach. It is incumbent upon us to be a partner with BPAC. We have to continue to educate the community about the bigger vision of bicycles, pedestrians, and cars and how all of that plays a part in a multimodal community.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the reappointment of Mr. John Green and the appointment of Ms. Cynthia Watson, Mr. George Kokolis, and Mr. Chase Keibler to the Bicycle Pedestrian Advisory Committee for a three-year term.

Mayor Benjamin said we need to aggressively source some applications from District One and District Two.

Councilor Devine added that during today's work session, City Manager Wilson highlighted Council's priority for additional sidewalks and adding to the goals of BPAC.

36. Columbia Housing Authority

Mayor Benjamin said this Council voted unanimously to support the independent investigation led by the Columbia Police Department. Some of us had intentions of moving forward with appointments today, but the application period has not closed. We continue to encourage all citizens who desire to serve, to apply. There are four vacancies on the Columbia Housing Authority Board: the two that resigned and two terms that have expired or to be expired in the next couple of months. Applications will be accepted through Thursday, February 21, 2019. Appointments will be approved by City Council on March 5, 2019.

Councilor Baddourah said I support the investigation with both the Police Chief and the Fire Department at the same time. Making the appointments next week is the right move to make a difference and hopefully we can continue that legacy.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

RESOLUTIONS

37. Resolution No.: R-2019-006 Authorizing Condemnation for Easement Acquisition for Water Main Extension along Hard Scrabble Road along Property Identified as Richland County TMS#20500-03-14 and TMS#20500-03-15; CIP Project #WM3635; CF#250-351 - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2019-006 Authorizing Condemnation for Easement Acquisition for Water Main Extension along Hard Scrabble Road along Property Identified as Richland County TMS#20500-03-14 and TMS#20500-03-15; CIP Project #WM3635; CF#250-351.

38. Resolution No.: R-2019-019 Urging the State of South Carolina Legislature to Support Passage of the Equal Rights Amendment - *Approved*

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2019-019 Urging the State of South Carolina Legislature to Support Passage of the Equal Rights Amendment.

APPOINTMENTS

39. Greater Columbia Community Relations Council

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to defer consideration of appointments to the Greater Columbia Community Relations Council. Staff was asked to clarify the number of vacancies on the board.

40. Bicycle Pedestrian Advisory Committee – *Please refer to Item 35.*

41. Hospitality Tax Advisory Committee

Mayor Benjamin explained that the application period for the Hospitality Tax Advisory Committee is being extended for two weeks.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

42. Historic Columbia Foundation

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the appointment of Mr. J. Mark Jones to the Historic Columbia Foundation for a four-year term.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

There were no matters to consider at this time.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Mr. Hashime Wright expressed concerns about saving our youth. The youth don't have anything to do in the neighborhood where I live. We encourage youth to put the guns down, but we have to replace the guns with something. I participated in successful structures in New York. If we don't reach the youth, there will be a continuing process of deterioration and violence.

Mayor Benjamin said there are several parks with programming both in the City and County. I look forward to getting you engaged. He referred Mr. Wright to Randy Davis, Parks and Recreation Director.

Mr. Javar Juarez encouraged the community to operate with a heart of service. He expressed concerns about the issues at Allen Benedict Court. It is all of our responsibility to build our community and to keep our streets clean. There are people in our community who possess amazing business prowess, savviness, and skill. The lack of funding, resources, and support to make their business ideas become a reality often plague us. I don't expect you all to be my savior. I have to do my own work. I do expect you to be a part of a strong web that ties the pieces together and holds us all up.

Mayor Benjamin encouraged Mr. Juarez to learn more about the City's Office of Business Opportunities and the efforts of the Community Development Department. If there is some way for you to get involved, we'd love to have you.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 19, 2019**

Ms. Regina Williams asked for a date for the groundbreaking for the community's baseball field. For the past four to five years, we've been asking for this field. Our Legislative Delegation sent money for the field located behind North Pointe Estate. I am concerned that the money will have to be returned if it is not spent soon.

Councilor Devine said the project is out for bid and the money will not be returned. She asked Randy Davis, Parks and Recreation Director to provide Ms. Williams with an update.

ADJOURNMENT

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 7:25 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

SPECIAL CALLED MEETING - 10:00 A.M.

The Columbia City Council held a Special Called Meeting on Tuesday, March 5, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 10:11 a.m. The following members of City Council were present: The Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Moe Baddourah, the Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

EXECUTIVE SESSION

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 10:11 a.m. for the discussion of **Item 1** as outlined.

1. Discussion of appointment of a person to a public body pursuant to S.C. Code §30-4-70(a)(1)
 - *Columbia Housing Authority*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adjourn the Executive Session at 12:35 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

FISCAL YEAR 2019/2020 BUDGET WORKSHOP - 12:00 P.M.

The Columbia City Council held a Budget Workshop on Tuesday, March 5, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 12:35 a.m. The following members of City Council were present: The Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Moe Baddourah, the Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

2. Economic Development - Mr. Ryan Coleman, Economic Development Director

Mr. Ryan Coleman, Economic Development Director provided an overview of the department's goals and objectives for the upcoming year. We have seven partner agencies that assist the department with its core objectives. Overall partner funding for this year is approximately \$380,000, which is a significant reduction from 2014. We expect that number to naturally decrease as the interest from the MAST General project rolls off at the end of the year. He distributed scopes of work for the partner agencies.

Councilor Rickenmann asked to have a discussion about the partners' deliverables. We need to understand where everything is. It might be time to look at reinvesting in different avenues to promote growth in our city.

Mr. Ryan Coleman, Economic Development Director explained that Central SC is the regional marketing alliance for the City and the eight county region. Engenuity SC is our local project management team. They are involved in the insurance technology and services cluster.

Councilor Rickenmann asked what business Central SC has brought to this community in the last thirty-six months. He sought clarification on Engenuity SC's scope. I am trying to understand what we're getting for our investment.

Mr. Ryan Coleman, Economic Development Director said Central SC supports some of what we are doing. They are helping with 310 Ltd., the City's lead generation firm.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Mayor Benjamin said I've always had a different view about the roles these respective organizations play in the regional ecosystem. We have a role with Central SC that requires us to have a seat at the table financially in supporting the overall regional efforts across the counties they serve. The deliverables need to be clear and they need to affirmatively respond to them. Engenuity is getting the business community focused on the role they should be playing individually and in the aggregate. I support their work. The Business Improvement District is one of the best things the City ever did. Paying a fee in lieu of property taxes is a proper role. They've since started to receive hospitality tax funding and we should look at that in totality. The Clean and Safe Program is one of the best things we've ever done.

Councilor Rickenmann said we have too many open spaces in our corridors.

Mayor Benjamin said we need to decide where the emphasis of our corridor focus needs to be. We need a new incubator or accelerator program. We saw some very smart partnerships. Making sure Ryan has the resources through us to help guide this, could be pretty significant. This city and region shows very well. Pushing our own narrative is key.

Councilor Rickenmann said the private sector should be leading that charge.

Ms. Teresa Wilson, City Manager said the partners can do more. The direction has to be very specific to these partners.

Mr. Ryan Coleman, Economic Development Director said regionally and as a state, we're seen as being manufacturing based. We have more than that. Through hiring 310 Ltd. we were able target three companies to occupy office space here with well-paying jobs. We told that narrative on our own terms. People were unaware of what Columbia does from a business standpoint.

Councilor Davis said that it is how it should work. There are some things we should be doing locally, especially when you look at development and attraction. The office parks in the northern part of town aren't being promoted. Those are the areas where we can get a big hit in terms of the number of jobs it would bring. We should look at how we can put together the bait rather than paying somebody else to do it.

Mr. Ryan Coleman, Economic Development Director said some of the things we'll do later this year, will lend themselves to the Interstate-20 area and the Enterprise Campus. There are good opportunities for life science type businesses.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Councilor Devine said I recognize the importance of us being a part of a regional opportunity and promotion. The deliverables for Central SC seem very vague. I'm not sure that we get good data back on the marketing materials. You need to tighten that up. I know they are doing things, but we have very specific needs. I would like to see their deliverables revised to be very specific so that we can measure them. What is the plan for the incubator moving forward?

Mr. Ryan Coleman, Economic Development Director said we are open to adding to the scope and I can work with you all if you'd like to provide input. The Columbia World Affairs Council has done a good job of assisting with overseas trips, bringing in folks internationally, and raising cultural awareness. They've accomplished most of the things they committed to do this year. IT-ology's funding has diminished over the years. They've transitioned into K-12 education and job skills training. We continue to support them, but they fringe on what we are doing internally.

Councilor Devine said if you can get kids, specifically girls, interested in IT related fields at an early age, they will be the ones to fill the financial technology (fintech) and insurance technology jobs. We need to think in a broader sense and not lose sight of cultivating our young people into the jobs that we know will be here. Howard and I went over there and we were very impressed with what they are doing.

Councilor Baddourah suggested getting entrepreneurs involved with IT-ology and the Office of Business Opportunities. They could have a role in teaching entrepreneurs how to handle new technology and e-commerce. You may be able to partner with these agencies to generate ideas on how to recruit businesses to fill in empty retail spaces.

Mr. Ryan Coleman, Economic Development Director said we are discussing that with Melissa now and I will bring that up with IT-ology. He continued to report that there is funding in the budget related to MAST General, but it should roll out by the end of the year. There is still some funding for what used to be Base Realignment and Closure (BRAC), but now it's used for military support and friendliness initiatives through the Chamber. We continue to manage that, but it's not directly in our office budget.

Councilor Rickenmann said if we are to consider keeping any of these partners in our budget, there has to be hard core deliverables with the understanding that if you don't meet 100% of your deliverables, you are out.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Mr. Ryan Coleman, Economic Development Director explained that we introduced two incentive programs last year that focused on recruitment projects and growth of smaller, but high impact local businesses. The current annual funding amount is \$200,000. The funds are tied to hard expenses for businesses. We will add to that fund once MAST General comes off and if other adjustments are made to partner funding. We are working on a concept for retail and restaurant recruitment. He recommended that the City allocate a portion of the fee streams from new economic development projects in the Multi-County Industrial Park to fund a Capital Allocation Account. Richland County has a similar program and they take the fees before any other disbursements are made. They use it for land acquisition, infrastructure, and product development for the industrial parks.

Councilor Rickenmann said the incentive program will only work if we are working with the Planning and Development Services Department to get people through the process. Do we have enough people to complete reviews? This needs to be a part of this budget session.

Ms. Krista Hampton, Planning and Development Services Director explained that Council eliminated commercial plan review fees a number of years ago. We do not collect these fees unless someone comes back for a third review. Our building permit reviews are quicker than an express review in most communities. We have a three-week turnaround for first comments. We implemented the Development Center in 2005, which is a one-point entry. We're hoping to have online permitting within the next several months. We conduct pre-application meetings with developers and businesses who want to discuss what may be needed when they come to apply.

Ms. Teresa Wilson, City Manager added that we are considering using the human-centered design approach to capture the customer experience during plan review and other areas of the City. I didn't want you all to forget some revenue generating things that we had been doing and are no longer doing. We need to hear specifically from you if there are things we need to do.

Councilor Devine said I used to hear a lot more than I do know. Are we getting feedback?

Ms. Krista Hampton, Planning and Development Services Director said from the Development Center, absolutely. I'm hopeful that the Zoning Ordinance changes will bring about a host of other improvements and streamline the zoning review process.

Mayor Benjamin suggested a side-by-side comparison of review timeframes with other cities.

Councilor Rickenmann asked when have we engaged real estate agents and developers to find out what we are missing.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Councilor Davis said complaints about the process have lessened. The small businesses seem to have the most challenges.

Councilor Baddourah recalled not having any problems with the City when he built his business. He suggested that the City waive the parking variance application in Hospitality Districts so they don't have to wait up to sixty days to go before a committee. Complete the review at the staff level.

Ms. Krista Hampton, Planning and Development Services Director said zoning parking minimums have been reduced in the new code. We are proposing eliminating parking requirements altogether in the larger central business district. We can look at the others as well.

Mayor Benjamin said the former business retention program was very effective. You were able to get the pulse of the business community. We might want to breathe new life into that again with your office working closely with the Office of Business Opportunities.

Mr. Ryan Coleman, Economic Development Director said in the past three months we've sat in meetings with the Homebuilders Association and the City's Engineering Department to look at challenges with easements and real estate transfers. He agreed to conduct a 360° review. He reviewed the 2019 priorities for the Office of Economic Development. We just completed the spring recruiting trip in the northeast. It was focused on insurance technology services. He reviewed the upcoming recruitment trips.

Ms. Teresa Wilson, City Manager asked if Council wanted to bring the economic development discussion back or make recommendations regarding the partners.

Councilor Devine said you can present to us the deliverables that align with EnVision Columbia and the direction of the departments.

Mayor Benjamin said come back with recommendations consistent with our plan and we'll take it from there.

Council adjourned the Budget Workshop at 1:41 p.m.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 5, 2019

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, March 5, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Tameika Isaac Devine called the meeting to order at 2:05 p.m. The following members of City Council were present: The Honorable Sam Davis, the Honorable Moe Baddourah, the Honorable Howard E. Duvall, Jr., and the Honorable Edward H. McDowell, Jr. The Honorable Daniel J. Rickenmann returned at 2:30 p.m. The Honorable Mayor Stephen K. Benjamin returned during Executive Session. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Councilman McDowell provided an update on the Columbia Housing Authority. I've had conversations with the United Way and as a result, the Allen Benedict Court assistance fund is up and running. The United Way under the Allen Benedict Court assistance fund will provide services for unmet needs. This is done in relationship with the Columbia Housing Authority. The United Way will provide a case manager. Richland County Council graciously gave \$150,000. Blue Cross Blue Shield gave \$20,000 and an additional \$5,000 is coming for the assistance of residents with needs in accordance with CHA guidelines. It's a collaborative effort. The Harvest Hope Food Bank has been gracious with food items. Harvest Hope Food Bank will do what the Backpack Program is doing in the Carver Lyon Elementary School community to ensure that children and families are fed. Needs are being met and lives are being changed. If there are persons that you think the program will help, call Lee Patterson at (803)391-5704. This phone line is manned 24/7.

INVOCATION

Mayor Pro-Tempore Devine offered the invocation.

The Honorable Edward H. McDowell, Jr. left the meeting at 2:10 p.m.

CITY COUNCIL DISCUSSION

3. Columbia City of Women Update - Mrs. Rachel Hodges, Columbia City of Women Committee

Mrs. Rachel Hodges, Former First Lady of South Carolina / Columbia City of Women Committee said last year you were very generous in supporting Columbia City of Women. We want to say thank you and provide you with an update.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Ms. Sally McKay, Director of Advancement & Alumni for the University of South Carolina College of Arts & Sciences / Columbia City of Women Committee said Tracy Young Cooper and USC Provost Joan Gabel are also members of the committee. Thank you for your gift. We see this initiative of Historic Columbia and the Women's Rights and Empowerment Network as being possible because of community partnerships. We thank the Central Carolina Community Foundation for their assistance in helping us secure a \$70,000 grant from the Knight Foundation. The Columbia City of Women initiative is the means through which each of us and our young friends can move through the City of Columbia and see themselves in the City that they live in each and every day; a city that celebrates and honors the accomplishments of women in Columbia, both past and present.

Mrs. Rachel Hodges, Former First Lady of South Carolina / Columbia City of Women Committee said inspiration for this project came from a map of Manhattan women who had done great things. We wanted to create our own map for the City of Columbia to give women a voice and a place in our landscape. We move across streets and in and out of buildings named after men. It's time for women's names to become a part of our landscape. This is not an effort to rename existing landmarks or change street names.

Ms. Robin Waites, Executive Director of the Historic Columbia Foundation / Columbia City of Women Committee echoed appreciation for the support from the City of Columbia. It's a natural evolution of the work we're doing. We wanted to first identify the need for this. Out of forty-one streets, only one is named for a woman and that's Lady Street. It is a reference to Martha Washington as it sits parallel to Washington Street. Our population today is over 50% women and yet fewer than 4% of our local landmarks and historic markers represent the contribution of women. There's a gap in representation. We are utilizing the current work we are doing through Connecting Communities Through History to focus the web based products on women and their contributions. We are excited about working with WREN to take the inspiration of women's work in the past and move that into action for the future.

Ms. Ann Warner, Chief Executive Officer of the Women's Rights and Empowerment Network (WREN) / Columbia City of Women Committee said WREN is a statewide, non-profit, non-partisan organization. Our mission is to build a movement to advance the health, economic well-being, and rights of women, girls, and their families in South Carolina. We are based in Columbia and we are excited to be a part of this initiative. In order to create a more equitable future, we need to have that sense of past to inspire people to continue to work towards a future that is even more inclusive of the contributions of diverse women and girls.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Ms. Lauren Elliott, Account Director for Cyberwoven / Columbia City of Women Committee said we have created a strong brand that we are starting to get out to the public. We also have a full website that is helping communicate what we are, what we do, what inspired us, and how to get the community engaged. We'd like to expand our digital platform. We are working on an interactive digital map. Our editorial calendar will feature a woman during each month. This will be supported by communications campaigns, social media campaigns, educational opportunities, and specific programs at WREN and Historic Columbia. Our ultimate goal is to enculturate this idea into the City and making our physical mark with posters, pole banners, and billboards.

Mrs. Rachel Hodges, Former First Lady of South Carolina / Columbia City of Women Committee presented the website at www.columbiacityofwomen.com. Our launch event will be held on March 31, 2019 at 6:00 p.m. at the Columbia Museum of Art. We will celebrate these women, engage together as a community, and inspire our young people to be. If you cannot see it, you cannot be it. This isn't just a women's initiative; good men are involved in this as well. She explained that twelve women have been selected and they will be revealed on March 31, 2019. They are from a cross-section of time in history. A rubric was created based on the pillars of WREN. Those twelve women will be plotted on a map. An app will provide additional information about these women. My dream is to see our logo along with the women's names put into the sidewalk in those specific locations that represent these women.

Councilor Baddourah suggested using the Hollywood Squares concept to include the logo and additional information about the women.

Mrs. Rachel Hodges, Former First Lady of South Carolina / Columbia City of Women Committee thanked Councilwoman Devine for being engaged and excited about this effort. I thank her for voicing the enthusiasm on behalf of our committee and we wanted to say thank you.

Councilor Devine said that Rachel has made this presentation to other areas and there's talk that Greenville may want to do the same.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

4. Community Promotions Funding - Ms. Ginger Fanning, Grants Coordinator / Community Projects Liaison - *See page 16.*

Ms. Teresa Wilson, City Manager explained that this item is on the agenda for any questions Council may have regarding the applicants for Community Promotions funding. We had more requests than we have money. We had to be thoughtful on who could get funding while recognizing some organizations who have traditionally been funded by us and allowing new groups to get in. Based on input from every member of Council, the Mayor brought forward a list that would allocate the budgeted Community Promotions funding. If there are questions, we can entertain those. If not, the intent is to make a motion in tonight's meeting.

Councilor Baddourah stated for the record that he will be donating \$1,500 to the Federation Center of the Blind [from his expense account].

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 2:40 p.m. for the discussion of **Items 5 through 8** as outlined.

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)
 - *Finlay Park*
 - *Municipal Complex*
 - *Parking Incentive*
6. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Smoking Ordinance*
 - *Business License Fees*
7. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Murray Pointe*
 - *Disaster Recovery Recipients*
8. Receipt of legal advice relating to a pending, threatened, or potential claim pursuant to S. C. Code §30-4-70(a)
 - *Tameka Price v. City*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council held a Meeting on Tuesday, March 5, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:04 p.m. The following members of City Council were present: The Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Moe Baddourah, the Honorable Howard E. Duvall, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Edward H. McDowell, Jr. was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

Mayor Benjamin offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Baddourah, Council voted unanimously to adopt the agenda as presented.

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

CONSENT AGENDA ITEMS 9 THROUGH 16

Mr. Joey Jaco, P.E., Director of Utilities explained that the Lake Katherine Sewer Capacity Project (Item 13) involves the replacement of 13,000 feet of 30" and 36" gravity sewer lines with 36" and 42" pipes. This is a Clean Water 2020 Program Project. It eliminates a significant sanitary sewer overflow that we experience routinely when there's significant rainfall. It addresses an existing capacity issue in our system. It allows for future potential growth as well. We are meeting the 10% Columbia Disadvantaged Business Enterprise goal and the subcontracting outreach is at 28%.

Councilor Davis highlighted the commitment for the design services at Hyatt Park (Items 10). It will be a significant improvement that's consistent with what we've been doing with the park system and with recreation in the North Columbia area.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 9 through 16.**

9. Council is asked to approve the Purchase of two (2) Chevrolet Tahoes for the Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract in the amount of \$66,688.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Federal Equitable Sharing- Auto, Trucks, Heavy Equipment-Capital 2042412 - 658500. The original budget is \$66,688.00.

10. Council is asked to approve an Engineering Services Agreement for Hyatt Park Design Services (Phase I), as requested by the Parks and Recreation Department. Award to Kenneth B. Simmons, LLC in the amount of \$110,135.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: 4039999-658650 - PK006802- 658650 The original budget amount is \$115,000.00.

Kenneth B. Simmons of Columbia, SC is the prime consultant and will provide landscape architectural and engineering services at 57.1% (\$62,847.00) of the contract value.

The following sub-consultants will provide additional services:

Cox and Dinkins, Inc., of Columbia, SC will provide civil engineering and surveying services at 15% (\$16,520.00) of the contract value.

John Bowman Architect, Inc., a Minority Business Enterprise of Columbia, SC will provide architecture services at 7.5% (\$8,250.00) of the contract value.

Robinson Design Engineers, of Charleston, SC will provide stream restoration/daylighting/404 permitting services at 20.4% (\$22,518.00) of the contract value.

11. Council is asked to approve the Purchase of a Heavy Duty Backhoe for the Water Division, as requested by Columbia Water. Award to Blanchard Machinery, using the SC State Contract in the amount of \$127,333.00. This vendor is located in West Columbia, SC. – *Approved*

Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment - Capital; 5516203-658500 - The original budget amount is \$127,333.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

12. Council is asked to approve Contract Amendment #4 for Project WM4167; Columbia Canal Embankment Inspections, as requested by Columbia Water. Award to Chao and Associates, Inc., a Minority Business Enterprise in the amount of \$271,140.00. This firm is located in Columbia, SC. – *Approved*

5556101-WM4167-638500. The original budget amount for this renewal is \$300,000.00.

13. Council is asked to approve a Contract for Project SS7261; Lake Katherine Sewer Capacity Enhancement as requested by Columbia Water. Award to McClam & Associates, Inc., a Local Business Enterprise (LBE) in an amount not to exceed \$24,381,336.10, which includes a contingency. This firm is located in Little Mountain, SC. The LBE preference policy was applied to this project. – *Approved*

Funding Source: 5529999-SS726101-658650. The original budget amount is \$24,669,473.70

This is a Columbia Disadvantaged Business Enterprise (CDBE) project and a Subcontracting Outreach Program (SOP) project with a 10% goal assigned to each program.

The CDBE goal for this project has been met at 10.26% of the total contract value. The following services will be provided by the CDBE suppliers/subcontractors:

Taylor Brothers Construction Co., a CDBE of Columbia, SC, will provide stone and hauling services at 7.19% (\$1,593,397.00) of the contract value.

Herndon Inc., a CDBE of Lugoff, SC will provide erosion control and grassing services at 0.32% (\$71,309.20) of the contract value.

Chao & Associates Inc., a CDBE of Columbia, SC, will provide survey services at 0.25% (\$55,120.00) of the contract value.

Smoak Construction, LLC, a CDBE of Little Mountain, SC will provide bypass pumping and piping at 2.50% (\$550,373.21) of the contract value.

The SOP goal for this project has been met at 28.36%. The following additional supplies/services will be provided by (SOP) suppliers/subcontractors:

Horizontal Unlimited, Inc. of Westminster, SC will provide jack & bore services at 6.50% (\$1,440,000.00) of the contract value.

CJ Geo Contractors of Williamsburg, VA will provide pipe abandonment services at 0.33% (\$73,910.00) of the contract value.

BC Cannon Company, Inc. of Greenville, SC will provide traffic control services at 0.38% (\$83,400.00) of the contract value.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

Blythe of West Columbia will provide asphalt paving services at 0.93% (\$206,000.00) of the contract value.

Aero Photo of Jacksonville, FL will provide above ground video services at 0.02% (\$3,580.00) of the contract value.

Xylem of Summerville, SC will provide by pass services at 3.38% (\$750,000.00) of the contract value.

HydroStructures of Cayce, SC will provide CCTV services at 0.22% (\$48,000.00) of the contract value.

Tindall Precast of Spartanburg, SC will provide pre-cast services at 1.92% (\$426,031.00) of the contract value.

Evergreen Enterprises Landscaping Columbia, SC will provide landscaping services at 2.26% (\$500,000.00) of the contract value.

Intech Coating Consultants of Sherwood Park, Alberta will provide interior epoxy coating supplies at 0.11% (\$25,000.00) of the contract value.

Fortiline Inc., Concord, NC will provide waterworks services at 0.80% (\$176,390.00) of the contract value.

American Cast Iron Pipe Co. Birmingham, AL will provide ductile iron pipe supplies at 11.51% (\$2,550,680.00) of the contract value.

14. Resolution No.: R-2019-013 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Greater Columbia Record Fair on Sunday, April 28, 2019 - *Approved*
15. Resolution No.: R-2019-016 Authorizing consumption of beer and wine beverages only at Columbia Food and Wine Festival at the Five Points Fountain on Sunday, April 28, 2019 with a rain contingency date of Sunday, May 5, 2019 – *Approved*
16. Resolution No.: R-2019-017 Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 8, 2019 - *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

APPOINTMENTS

17. Columbia Housing Authority

Mayor Benjamin said we were so impressed with the high quality of applicants. We kept putting out the call for more applications and the community responded. We had leaders from both the corporate and community sectors with wonderful records of service. Hopefully, some of you are willing to serve on other boards and commissions throughout the City. We feel great that these new appointees will work with the existing board members of the Columbia Housing Authority to make important decisions that will impact the residents now and in the future. The terms for these new board members will be effective immediately. I want to thank the previous members of the board for their service, and to the people of Columbia.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the appointment of the following individuals to the Columbia Housing Authority Board effective immediately for a term of five years: James Chatfield, Georgia Mjartan, Kara Simmons, and Anne Sinclair.

18. Greater Columbia Community Relations Council

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to approve the appointment of the following individuals to the Greater Columbia Community Relations Council for a term of three years: Brie Logue, Lesley Gadson, Robert Jeff March, Derek Swindall, Micky Tangri, Tyler Bailey, and Reginald Hair, Esq. Dr. Kari-Claudia Allen was appointed to replace Dr. Jennifer Reed when her term expires.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

Community Promotions Funding - Ms. Ginger Fanning, Grants Coordinator / Community Projects Liaison – *Please refer to item 4.*

Councilor Devine said this is always hard, because we have limited Community Promotions funds and we have amazing and worthy organizations. I am happy with the list that we are presenting. We have great organizations that we continue to fund and we have new organizations that have never been funded by the City. This shows our support for diversifying our funds and making sure that organizations have an opportunity.

Ms. Teresa Wilson, City Manager clarified for the motion that these funds come from the fiscal year 2017/2018 fund balance.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the following Community Promotions allocations from 2017/2018 fund balance:

Alston Wilkes Society	\$10,000
Federation Center of the Blind	\$18,500
Greater Cola CRC	\$15,000
Healthy Learners	\$10,000
USC Equity in Education Conference	\$3,000
Broken Homes	\$2,000
Every Black Girl	\$10,000
RAM Foundation	\$10,000
Senior Resources	\$20,000
Serve & Connect	\$14,000
Sistercare, Inc.	\$9,500
Special Olympics	\$9,000
USC Septima Clark Exhibition	\$10,000
WREN	\$9,000

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to refer a review of options for louder sirens or different frequencies for police cars to the Public Safety Committee.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 5, 2019**

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURNMENT

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 6:16 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two (2) Dodge Ram Trucks for the Water Maintenance Division, as requested by Columbia Water. Award to Performance CDJR, using the SC State Contract in the amount of \$52,590.00. This vendor is located in Clinton, NC.

REQUISITION NO.: R195404

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Utilities Water-Maintenance Customer Service-Auto, Trucks, Heavy Equipment Capital: 5516202-658500. The original budget amount is \$52,590.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

QTY	Descriptions	Unit Price	Overall Price
2	Dodge Ram 1500 Quad Cab	25,795.00	\$51,590.00
2	Taxes	\$500.00	\$1,000.00
	TOTAL		\$52,590.00

ATTACHMENTS:

- **#a:** Quote - 2 Dodge Ram 1500 Quad (PDF)
- **#b:** SC Contract# 4400019970 (PDF)

PERFORMANCE
AUTOMOTIVE
CHRYSLER • DODGE • JEEP • RAM
CLINTON NC • (910) 592-JEEP

South Carolina Vehicle Procurement Contract

Contract Number: 4400019970 Vehicle: PU-4

2019 DS1L41 - RAM 1500 2wd Tradesman Quad Cab Pickup 6'4" bed



Vehicle Shown with available options: Chrome Package

Base Vehicle Specifications

3.6L 24V VVT Engine
 8 Speed Auto 845RE Transmission
 17X7.0 Steel Wheels
 730 Amp Maintenance Free Battery
 Anti-Lock 4-wheel Disc Brakes
 Auxiliary Transmission Cooler
 Class IV Receiver Hitch
 Engine Oil Cooler
 6800 LB GVWR
 P265/70R17E BSW All Season Tires
 Power Heated Mirrors, Fold Away
 Vinyl Seats and Floor
 Power Windows, Door Locks
 Spray In Bedliner
 Auxiliary Power Outlet
 Privacy Glass on Rear Windows
 Locking Tailgate

Options Included In Base

GXM: Remote Keyless Entry
 MRU: Black Tubular Side Steps

Base Vehicle Pricing

Base Price



South Carolina Base Vehicle Contract Pricing:

\$ 19,530

Options Add

(Note: All options may not be available on all body models and may require grouping)

	Code	Description	Add
☒	26B	5.7L V-8 Hemi - Non- Flex Fuel only	\$ 1,737
☒	Aux	Auxiliary Power Connection (non DNR)	\$ 118
☒	UA1	Uconnect 3.0 - Bluetooth	\$ 175
☒	4WD	Four Wheel Drive	\$ 4,197
☐	Winch	Winch per state spec	\$ 1,800
☐	PS2/PX8	DPS Silver or Brilliant Black Paint	\$ 181
☐	LND	Securable Folding Bed Cover - Hard Surface	\$ 975
☒	LEE	State Tow Pkg - Hitch Insert and Ball	\$ 38
☐	*M9/X9	Prem Cloth 40/20/40 Bench Seat/Black/Diesel Gray	\$ 980
☐	*TX/ - X8	HD Vinyl 40/20/40 Split Bench Seat/Black/Diesel Gray	\$ -
☐	AAV	Tradesman SXT Pkg	\$ 2,890
☐	AEP	Chrome Plus Package	\$ 1,290
☐	AHC	Trailer Tow Mirrors & Brake Group	\$ 561
☐	DMD	3.55 Rear Axle Ratio (3.92 with 5.7L Hemi Eng)	\$ 94
☐	GPG	Power Black Trailer Tow Mirrors	\$ 180
☐	AJY	Popular Equipment Group	\$ 825
☐	AED	Chrome Appearance Group	\$ 695
☐	CK9	Delete Carpet	\$ -
☐	CLF	Front & Rear Rubber Floor Mats	\$ 125
☐	CS7	Tri-Fold Tonneau Cover - Soft Cover	\$ 595
☐	DSA	Anti-Spin Differential Rear Axle	\$ 495
☐	GFA	Rear Window Defroster	\$ 194
☐	GXM	Remote Keyless Entry	Included
☐	LM1	Daytime Running Headlamps, Low Beam	\$ 39
☐	LPL	LED Bed Lighting	\$ 145
☐	MRA	Wheel to Wheel Side Steps* Take (CR) below	\$ 740
☐	(MRU)	Delete State Required Steps	\$ (565)
☐	NHK	Engine Block Heater	\$ 94
☐	RA2	Uconnect 3 with 5" display	\$ 744
☐	RSD	SiriusXM Satellite Radio	\$ 194
☐	XAA	ParkSense Rear Park Assist System	\$ 250
☐	XB9	RamBox Cargo Management System	\$ 1,295
☐	XEF	Transfer Case Skid Plate Shield * 4x4 only	\$ 48

☐	XHC	Trailer Brake Control	\$	294
☐	XME	Under Rail Box Bedliner	\$	305
☐	XMF	Spray in Bedliner	\$	595
☐	Tool	Aluminum Bedrail Mounted Tool Box	\$	395
☐	DS1L91	Ram 1500 Crew Cab 4x2 Upgrade	\$	4,052
☐	DS6L91	Ram 1500 Crew Cab 4x4 Upgrade	\$	8,643

Options Only Applicable to Four Wheel Drive

☐	XJC	Locking Lug Nuts	\$	60
☐	AJB	Remote Start & Alarm Group	\$	395
☐	NFX	32 Gallon Fuel Tank	\$	445

RAM 1500 COLOR SELECTION

				QUANTITY
☐	PCL	Blue Streak Pearl Coat	\$	100
☐	PSC	Billet Silver	\$	181
☒	PW7	Bright White Clear Coat	\$	-
☐	PXR	Brilliant Black Crystal Clear Coat	\$	181
☐	PR4	Flame Red Clear Coat	\$	-
☐	PAU	Granite Crystal Metallic Clear Coat	\$	200
☐	PAR	Maximum Steel Metallic Clear Coat	\$	200
☐	PPX	Patriot Blue	\$	100
☐	PRV	Delmonico Red Clear Coat	\$	100
☐	PUW	Walnut Brown	\$	200

Note: Low volume colors may be available for additional cost.
Forward any special color requests for availability and pricing

Total: \$ 25,795.00

Number of Units This Spec: 2

Total Price: \$ 51,590.00

Total Price Does NOT Include IMF or other Title Fees

Additional Notes or Comments:

Power Locks/Windows are standard - no delete option available

Auxiliary Power Outlet is Standard

Privacy Glass is Standard on the rear cab windows

Spray In Bedliner is Standard

Agency Information:

Agency Name: City of Columbia

Agency Contact: Kimberly Brown

Position: Buyer

Address 1: 1800 Main St, 2nd Floor

Address 2: _____

City, State, Zip: Columbia SC 29201

Office Phone: 803-545-3473

Cell Phone: _____

Email: KimberlyBrown@columbiasc.gov

Fax: _____

Performance RAM Truck Center

Amy Hill
Senior Government Sales
605 Warsaw Road
Clinton, North Carolina 28328
ahill@performancecdjr.com
(910) 592-5337 Dealership
(336) 687-7964



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

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

Page: 5
 Date: 11/2/2018

PU-4: Truck, Pickup, 4x2, 1/2 Ton, Extended Cab, Min. 6ft Bed, Flex Fuel

<u>Contract Number:</u>	4400019970	<u>Contractor:</u>	Performance CDJR
<u>Initial Contract Term:</u>	12/4/2018 - 10/31/2019	<u>Address:</u>	605 Warsaw Hwy, Clinton, NC 28328
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000241847
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Amy Hill
<u>Model:</u>	Ram 1500 Quad Cab DS1L41	<u>Email:</u>	ahill@performancecdjr.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	336-687-7964
<u>Delivery Days ARO:</u>	90-120	<u>Fax:</u>	N/A

BASE PRICE \$19,530.00

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

Optional Additions

4x4 Package - State Standard Spec	\$4,197.00
Auxiliary Power Connection-Standard State Spec	\$118.00
Auxiliary Power Outlet	Factory Standard
Black or DPS/Bright Silver (to be specified by agency)	\$181.00
Bluetooth/Hands Free Calling	\$175.00
Privacy Glass- State Standard Spec	Factory Standard
Securable Folding Bedcover (Hard Surface)	\$975.00
Spray-In Bedliner	Factory Standard
Tow Package-State Standard Spec	\$38.00
V8/Larger Engine (Regular Gas OK)	\$1,737.00
Winch-State Standard Spec	\$1,800.00

Optional Deductions

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

Delivery Information

Distance from Dealership to SFM Delivery Point 12

Delivery price per mile in excess of the miles above \$1.67

[Return to Index](#)



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of two (2) Ford F250 4X4 Crew Cab Trucks for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Vic Bailey Ford, using the SC State Contract in the amount of \$78,968.00. Vic Bailey Ford, Inc. is located in Spartanburg, SC.

REQUISITION NO.: R194879

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Utilities Metro Wastewater Plant - Auto, Trucks, Heavy Equipment Capital: 5516208-658500. The original budget amount is \$100,000.

CLEAN WATER 2020?: No

Description	Vendor	State Contract #	Amount
(2) Ford 250	Vic Bailey Ford	4400019971	\$60,876.00
(2) Utility body	Lee Transport	4400019821	\$17,092.00
		Sales Tax	\$1,000.00
		Total	\$78,968.00

ATTACHMENTS:

- **#a:** Lee Transport Quote (PDF)
- **#b:** State Contract# 4400019971 (PDF)

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Marlon Epps

Quote # GS-01172019-11 CB

Date: 1/17/2019

Phone # 803-331-3015

Fax#

PRICING:

City of Columbia

(South Carolina State Contract for Service Bodies # 4400019821)

Furnish and install per State Contract Specifications Knapheide model 696LPJ. \$ 5,251.00

Add options for:

Full height body in lieu of low profile. \$ 395.00

Class 5 receiver hitch, back up alarm and 7-way plug. \$ 325.00

4-Corner LED strobe light system installed (Star DLX-6AW) 2-in truck grill & 2-on rear of body. \$ 685.00

Master locking system. \$ 425.00

Kevlar spray in liner installed in cargo area, compartment tops and on rear bumper. \$ 795.00

Super Springs for heavy applications. \$ 585.00

FMVSS approved safety kit (fire ext., first aid kit and triangle kit). \$ 85.00

~~Install FMVSS approved camera for factory back up system. \$ 185.00~~

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: F-250 C/A 56" Paint: White

Other Data:

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Price: \$ 8,731.00

Special Discount: \$ -

Net Price: \$ 8,731.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 8,731.00

Lee Transport Equipment, Inc.

Greg L Stowers

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

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

Page: 8
 Date: 11/2/2018

PU-7: Truck, Pickup, 4x2, 3/4 Ton, Crew Cab

<u>Contract Number:</u>	4400019971	<u>Contractor:</u>	Vic Bailey Ford, Inc.
<u>Initial Contract Term:</u>	12/4/2018 10/31/2019	<u>Address:</u>	PO Box 3568 Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>	TBD TBD	<u>Vendor #:</u>	7000079092
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford F250 Crew Cab Model W2A	<u>Email:</u>	dvetter@vicbaileyauto.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE **\$26,035.00**

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

Optional Additions

4x4 Package - State Standard Spec	\$3,318.00
Auxiliary Power Connection-Standard State Spec	\$170.00
Auxiliary Power Outlet	Factory Standard
Bluetooth/Hand Free Calling	\$558.00
From Short Bed to Long Bed (8ft)	\$209.00
Positive Traction/Limited Slip Rearend	\$395.00
Privacy Glass-State Standard Spec	\$92.00
Spray-In Bedliner	\$450.00
Tow Package-State Standard Spec	\$26.00
Winch-State Standard Spec	\$2,162.00

Optional Deductions

Vehicle Delivery Fee	\$20.00
Power Locks & Windows to Manual	\$896.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
--	----

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

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

Page: 1
 Date: 11/2/2018

PICKUP INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cutoff Date	Base Price
PU-1: Truck, Pickup, Compact, 4x2, 4 Cylinder <i>Nissan Frontier SV King Cab 4x2 I4</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$20,462.00
PU-2: Truck, Pickup, 4x2, Intermediate, Extended Cab <i>Chevrolet Colorado WT 12M53</i>	11/1/17 - 10/31/18	11/1/18 10/31/19	4/25/19	\$22,967.00
PU-3: Truck, Pickup, 4x2, 1/2 Ton, Regular Cab, 8' Body, Flex Fuel <i>Ram 1500 DS1L61</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$18,660.00
PU-4: Truck, Pickup, 4x2, 1/2 Ton, Extended Cab, Flex Fuel <i>Ram 1500 Quad Cab DS1L41</i>	12/4/18 - 10/31/19	TBD - TBD	TBD	\$19,530.00
PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel (SCDNR Spec) <i>Ford F150 Super Crew Model W1E</i>	12/4/18 - 10/31/19	TBD - TBD	TBD	\$31,668.00
PU-6: Truck, Pickup, 4x2, 3/4 Ton, Crew Cab <i>Ford F250 XL Reg Cab F2A</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$23,223.00
PU-7: Truck, Pickup, 4x2, 3/4 Ton, Crew Cab <i>Ford F250 Crew Cab Model W2A</i>	12/4/18 - 10/31/19	TBD - TBD	TBD	\$26,035.00
PU-8: Truck, Pickup, 4x4, 3/4 Ton, Crew Cab, Heavy Duty <i>Ram 2500 Tradesman DJ7L91</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19	1/9/19	\$30,252.00
PU-9: Truck, Pickup, 4x4, 3/4 Ton, Extended Cab, Heavy Duty Diesel <i>Ford F250 4x4 Ext Cab X2B</i>	12/28/18 - 10/31/19	TBD - TBD	TBD	\$43,593.00
PU-10: Truck, Pickup, 1 Ton, 4x4, Extended Cab <i>No Responsive Offers Received</i>	N/A - N/A	N/A - N/A	N/A N/A	



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approved the purchase of two (2) Ford F450 Cab Chassis Vehicles for the Water Maintenance Division, as requested by Columbia Water. Award to Dick Smith, using the SC State Contract in the amount of \$103,334.00. Dick Smith Ford, Inc. is located in Columbia, SC.

REQUISITION NO.: R195298

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Utilities Water-Maintenance - Auto, Trucks, Heavy Equipment Capital: 5516203-658500. The original budget amount is \$103, 334.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Description	Vendor	State Contract #	Amount
(2) Ford F450	Dick Smith Ford	4400019806	\$79,554.00
(2) Knapheide 9' body	Lee Transport	4400019821	\$23,780.00
		Total	\$103,334.00

ATTACHMENTS:

- **#a:** SC Contract # 4400019806 (PDF)
- **#b:** Quote - 2 Ford F-450 Cab Chassis (PDF)
- **#c:** SC Contract #4400019821- Lee Transport (PDF)

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

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

Page: 1
 Date: 1/8/2019

CAB/CHASSIS INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cutoff Date	Base Price
CC-1: Cab / Chassis 9,500 GVWR, Flex Fuel Engine, Single Rear Wheels <i>F-250 F2A</i>	1/8/19 - 10/31/19	TBD - TBD	TBD	\$25,032.00
CC-2: Cab / Chassis, 11,200 GVWR, Flex Fuel Engine, Dual Rear Wheels <i>Ford F-350 / F3G</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$28,712.00
CC-3: Cab / Chassis, 14,500 GVWR, Tilt Cab, Diesel Engine <i>Isuzu NPR HD/NF1</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$39,045.00
CC-4: Cab / Chassis, 15,000 GVWR, Diesel Engine, Dual Rear Wheels <i>Ford F-450 / F4G</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$41,283.00
CC-5: Cab / Chassis, 22,000 GVWR, Diesel Engine <i>International MV-607</i>	11/2/18 - 10/31/19	TBD - TBD	TBD	\$67,223.00
CC-6: Cab / Chassis, 37,000 GVWR, Diesel Engine, Standard Cab, 84" CA <i>International HV607</i>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$83,949.00
CC-7: Cab / Chassis, 50,000 GVWR, Diesel Engine <i>Freightliner 114SD</i>	12/29/17 - 10/31/18	11/1/18 - 10/31/19	TBD	\$97,462.00
CC-8: Cab / Chassis, 54,000 GVWR, Diesel Engine <i>International SF625</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19	TBD	\$79,590.00
CC-9: Cab / Chassis, 79,000 GVWR, Diesel Engine <i>Freightliner 114SD</i>	11/1/17 - 10/31/18	11/1/2018 - 10/31/19	TBD	\$108,085.00

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

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

Page: 5
 Date: 1/8/2019

CC-4: Cab/Chassis, 15,500 GVWR, Diesel Engine

<u>Contract Number:</u>	4400019806	<u>Contractor:</u>	Dick Smith Ford, Inc.
<u>Initial Contract Term:</u>	11/1/2018 - 10/31/2019	<u>Address:</u>	7201 Garners Ferry Rd., Columbia, SC 29209
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000088455
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Mark Coward
<u>Model:</u>	Ford F-450 / F4G	<u>Email:</u>	markcoward@dicksmith.com
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	803-343-5821
<u>Delivery Days ARO:</u>	100	<u>Fax:</u>	803-376-6237

BASE PRICE \$41,283.00

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

Optional Additions

Body Installation Fee	\$895.00
4- Door Crew Cab	\$2,947.00
Operator's Manual	\$100.00
Operator's Training	No Charge
Repair Technician Training	No Charge
Shop Manual (For All Components - CD or DVD Preferred)	No Charge

Optional Deductions

Gasoline Engine	\$5,691.00
60" CA	\$150.00
Step Bar Entry / Egress - (Standard State Specification)	No Charge

[Return to Index](#)

(2)

State Contract #4400019806

F-450

Base Price.....	41,283	
Deduct to 60" ca.....	-157	
Deduct to V-10 gas.....	-5691	
Add Crew Cab.....	2947	
Add Body Handling.....	895	
Add Lee Transport Body.....	11,410	11,890.00
	Tax	500
	Total	51,187 51,667.00

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

City of Columbia

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Marlon Epps

Quote # GS-01172019-L

Date: 1/17/2019

Phone # 803-331-3015

Fax#

PRICING:

(South Carolina State Contract for Service Bodies Number 4400019821)

Furnish and install Knapheide 9' body Model 6108D54LPJ to state contract specifications.	\$ 6,390.00
Add options for:	
Full height body in lieu of low profile (Model # 6108D54J).	\$ 695.00
Multi Hitch combination hitch installed on recessed bumper with 7-way plug and back up alarm.	\$ 485.00
Master locking system.	\$ 425.00
Kevlar spray in liner in cargo area, compartment tops and on rear bumper.	\$ 920.00
4-Corner LED strobe light system (Star DLX-6AW) 2-in truck grill and 2-on rear of body.	\$ 685.00
FMVSS Approved safety kit.	\$ 85.00
American Eagle 7-drawer tool box installed in street side front compartment.	\$ 1,725.00
Install FMVSS approved camera for factory back up system.	\$ 185.00
Black cab step bars installed.	\$ 295.00

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability Insurance carried.

Chassis: F-450 C/A 60" Paint: White

Other Data:

Price:	\$ 11,890.00
Special Discount:	\$ -
Net Price:	\$ 11,890.00
Local Option Tax:	\$ -
State Sales Tax:	
Total Price:	\$ 11,890.00

Tax Exempt No

Terms:

Delivery Date:

Lee Transport Equipment, Inc.

Accepted By

Date:

By: Greg L Stowers

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

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 1
 Date: 1/08/2019

CONTRACT PERIOD: NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2020

Note: The above date reflects the maximum contract period.

Prices are firm/fixed through the end of the contract.

VENDOR: Lee Transport Equipment, Inc.
 P.O. Box 26
 Columbia, SC 29202
www.lectransport.net

TELEPHONE NUMBER: (803) 799-7860

CONTACT PERSONS: Bill Cecil, bcecil@lectransport.net
 Greg Stowers, gstowers@lectransport.net

VENDOR NUMBER: 7000050670

The following contract sheets provide the information needed to place orders (base price, options prices, make, model, etc.). The Contractor's bid response can be read by clicking [here](#). Detailed information regarding contract terms, conditions, and specifications can be found by clicking [here](#).

IMPORTANT SC DOT SPECIFICATIONS:

Items bid by Lee Transport Equipment in Lots 1 (Dump Bodies), 2 (Platform Bodies), 3 (Utility Bodies) and 4 (Slope Front Dump Bodies) meet SC DOT specifications and are approved for contract. All truck bodies bid by Lee Transport Equipment have been approved previously and SC DOT will not require pilot models.

IMPORTANT DELIVERY INFORMATION:

If the Truck Body Contractor (Lee Transport) will be installing the body, delivery will be made within 30 days of Lee Transport's receipt of chassis.

If the Truck Body Contractor (Lee Transport) will NOT be installing the body, delivery will be made within 45 days ARO (after receipt of order). Please remember that the cost of delivery is included within a 25 mile radius of SC DOT's Equipment Depot location on Shop Road. If delivery is to be outside that radius, a reasonable delivery charge is to be negotiated by the governmental entity and Lee Transport.

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

Materials Management Office
 1201 Main St., Ste 600
 Columbia, SC 29201

Page: 8
 Date: 1/08/2019

Lot 3—Utility Bodies

CONTRACT NUMBER: 4400019821

TERMS: Net 30 Days
DELIVERY: 30 Days ARO

Utility Body – 1/2 Ton (For 40" Cab-To-Axle SRW)

		Unit Price
Body, Utility, 1/2 Ton		\$2,656.00
Vendor Product Number	680LP	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$880.00
FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$275.00
FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$600.00
BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$56.00
INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$450.00
KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$350.00
LADDER BOW SET	Add:	\$500.00
CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$870.00
BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$50.00
DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$880.00

Utility Body – 3/4 Ton (For 56" Cab-To-Axle SRW)

		Unit Price
Body, Utility, 3/4 Ton		\$4,259.00
Vendor Product Number	696LP	
INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$992.00
FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$395.00
FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$949.00
BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00
INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$450.00
KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$595.00
LADDER BOW SET	Add:	\$500.00
CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,185.00
BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$100.00
DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$950.00



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Cityworks Software and License Support, as requested by the Information Technology Services Department. Award to Azteca Systems, Inc., in the amount of \$100,000.00. This vendor is located in Sandy, UT.

REQUISITION NO.: R194437

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Public Works Admin-Computer Equipment/Hardware, 1011124-627500; Public Works Admin-Maintenance and Service Contract, 1011124-638200; Forestry Horticulture-Maintenance and Service Contract, 1011217-638200; Streets & Side Walks-Maintenance and Service Contract, 1013201-638200; Traffic Operations-Maintenance and Service Contract, 1013204-638200; Street Storm Drain-Maintenance and Service Contract, 5534203-638200; 5513202-638200; Finance Customer Service-Maintenance and Service Contract, 5511407-638200; Utilities Water Customer Service-Maintenance and Service Contract, 5516202-638200; Utilities Wastewater-Maintenance and Service Contract, 5516205-627510; Solid Waste Street Sweeping-Maintenance and Service Contract, 5534408-638200. The original budgeted amount is \$100,000.00.

ORIGINAL BUDGET: \$100,000.00

CLEAN WATER 2020?: No

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

ATTACHMENTS:

- **#a:** R194437 - Azteca - Cityworks License and Maintenance Agreement (PDF)



CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the City of Columbia, South Carolina, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 - 1. Install and store Products on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 - 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including

- intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out of any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO

INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without reference to conflict of laws principles, except

that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

CITY OF COLUMBIA, SC – (LICENSEE)

By: _____

By: _____

Name: Brian L. Haslam

Name: _____

Title: President - CEO

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

ADDENDUM #1**PRODUCT LICENSING****1. Licensed Software:**

Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Operational Insights

Workload

Web Hooks

CCTV Interface for PACP

MicroPaver Interface

Performance Budgeting

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available

Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on a 100,001 - 150,000 population range

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC
11075 South State, Suite 24
Sandy, Utah 84070

City of Columbia
City Hall
1737 Main Street
Columbia, SC 29201

Attn: Teresa Wilson, City Manager

E-mail: Teresa.wilson@columbiasc.gov

Phone: 803.545.3026

3. Delivery Date/Effective Date of Software

MM/DD/YYYY

01/15/2019

4. Schedule of Payments and Fees under License and Maintenance Agreement

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	01/15/2019 – 01/14/2020	\$100,000.00

5. Additional

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. MAINTENANCE & SUPPORT: Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) **Software Updates.** Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3**THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee (City of Columbia, SC) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Tasers and Accessories, as requested by the Police Department. Award to Axon Enterprises, as a Sole Source, in the amount of \$108,203.04. This vendor is located in Scottsdale, AZ.

REQUISITION NO.: R195432

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Police Administrative Services - Weapons and Firearms: 1012402-624500. The original budget amount is \$110,000.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204(5) of the City's Procurement Regulations. Exceptions to competitive sealed bidding requirements. An exception is allowed for the City to purchase goods and services without competitive sealed bids when making a justified and approved sole source purchase.

ATTACHMENTS:

- **#a:** Axon Quote (PDF)
- **#b:** Fully Executed Sole Source (PDF)

Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 999-6155

Rick Hines
 (803) 545-3570
 rjhines@columbiasc.net

**Quotation**

Quote: Q-198543-1
Date: 1/23/2019 8:16 AM
Quote Expiration: 3/31/2019

AX Account Number
 : 151032

Bill To:
 COLUMBIA POLICE DEPT. - SC
 1 JUSTICE SQUARE
 COLUMBIA, SC 29201
 US

Ship To:
 Rick Hines
 COLUMBIA POLICE DEPT. - SC
 1 JUSTICE SQUARE
 COLUMBIA, SC 29201
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Julian Brown	(404) 771-5005	jbrown@taser.com	Fedex - Ground	Net 30

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
69	22003	YELLOW X2 CEW, HANDLE	1220.00	USD 84,180.00	USD 0.00	USD 84,180.00
69	22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	78.00	USD 5,382.00	USD 0.00	USD 5,382.00
138	22151	25 FT SMART CARTRIDGE, X2	38.00	USD 5,244.00	USD 0.00	USD 5,244.00
64	22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	78.00	USD 4,992.00	USD 0.00	USD 4,992.00
5	22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	78.00	USD 390.00	USD 0.00	USD 390.00

Year 1 Total Before Discounts: USD 100,188.00

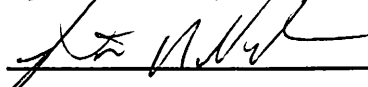
Year 1 Net Amount Due: USD 100,188.00

Subtotal	USD 100,188.00
Estimated Tax	USD 8,015.04
Grand Total	USD 108,203.04

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:



Date:

2-12-2019

Name (Print):

PATRICK N GOODWIN

Title:

MATERIALS CONTROL CLERK

PO# (if needed):

Quote: Q-198543-1

Please sign and email to Julian Brown at jbrown@taser.com or fax to (480) 999-6155

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

Requisition # R195745JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Police Division,
(1)

Taser accessories as needed FY 18/19 not to exceed \$50,000.00
(2)

as a sole source procurement from Axon Enterprises, Inc
(3)

based upon the following justifications Axon brand conducted energy devices are only manufactured
(4)

and sold through Axon Enterprise, Inc. Its the ONLY manufacturer for the cartridges that fit our
275 Tasers we currently have on the street.

This sole source is valid through

Amount \$

Police

Department

X *WMA Adell*
Signature of Department Head

2/19/19
Date

Shannon L. Lewis
For Signature of Purchasing Agent

2/20/19
Date

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

[Signature]
Signature of Finance Director

2/27/19
Date

Signature of Asst. City Manager

Date

[Signature]
Signature of City Manager

3-1-19
Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

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



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

February 6, 2018

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

9. CEW Holsters:
- Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504

10. TASER Simulation Suit II Model 44550

TASER Product Packages

1. **Officer Safety Plan:** Includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
3. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
4. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to received unlimited cartridges and batteries.
5. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS VIRGINIA	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

BLACKHAWK is a trademark of the Blackhawk Products Group.

The 'Delta Axon' logo, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Disk Backup Appliance, as requested by the Information Technology Services Department. Award to SHI International in the amount of \$109,989.74 using the National IPA Agreement. SHI International is located in Piscataway, NJ.

REQUISITION NO.: R195733

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Capital Lease IT- Computer/ Elect Equipment Capital - Maintenance & Service Contract, 6218992-658600; 6218992-638200 - The original budget amount is \$109,989.74.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

QTY	Descriptions	Unit Price	Overall Price
2	DISC CAP RAW96TB USEABEL INCLUDES 1 10 GB ADD ON CARD	\$44,117.65	\$88,235.30
2	1YR MNT AND SUP 8X5 FPR EX4000	\$6,617.65	\$13,235.30
	TAXES		\$8117.64
	SHIPPING		\$401.50
	TOTAL		\$109,989.74

ATTACHMENTS:

- **#a:** R195733 - National IPA Contract (PDF)
- **#b:** Shi International quote (PDF)
- **#c:** National IPA Contracting Process (PDF)
- **#d:** SHI - Awards Letter (PDF)

City of Mesa, AZ
Contract # 2018011-02
for
Information Technology Solutions and Services
with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave Somerset, NJ 08873
Remit Address	PO Box 952121 Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI INTERNATIONAL CORP, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number 2018011 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Term. This Agreement is for a term beginning on March 1, 2018 and ending on February 28, 2023. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 Renewals. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2), one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 Delivery. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see Exhibit C, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as Exhibit A ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in Exhibit A. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in Exhibit A, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in Exhibit B ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the *Consumer Price Index for All Urban Consumers* (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of Service or delivery of Product;
- g. Description of Products or Services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;

- i. Applicable taxes; and
- j. Total amount due.

6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

- 7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as Exhibit C.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:
 - (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Edward Quedens

Printed Name

BUSINESS SERVICES DIRECTOR

Title

2-27-18

Date

SHI INTERNATIONAL CORP.

By: _____

Cassie Skelton

Printed Name

Contracts Manager

Title

2/27/18

Date

REVIEWED BY:

By: _____

[Signature]

EXHIBIT A

SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
 - a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
 - b. Have a strong national presence as a computer solutions provider.
 - c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
 - d. Have a demonstrated sales presence.
 - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
 - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

- i. Comprehensive Product Offering: Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
 - j. Financing: Options available such as lease programs and conditional sales contracts.
4. LICENSES. Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.
 5. DEFECTIVE PRODUCT. All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPad / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPad	4.00%	SHI's Full Catalog of Other
		233) iPad	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmount Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
16. **DEFAULT.**
 - a. A party will be in default if that party:

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
 - d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
 - e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
10. **SALES/USE TAX, OTHER TAXES.**
- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **(RESERVED)**
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be



Pricing Proposal
 Quotation #: 15848710
 Created On: 8/23/2018
 Valid Until: 3/29/2019

City of Columbia

Cory Williams

1737 Main Street
 Columbia, SC 29217
 United States
 Phone:
 Fax:
 Email: cawilliams@columbiasc.net

Inside Account Manager

Eric Sulitzer

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 800-715-3197
 Fax: 732-868-6055
 Email: Eric_Sulitzer@shi.com

All Prices are in US Dollar (USD)



Product	Qty	Your Price	Total
1 DISK CAP RAW96TB USEABLE INCLUDES 1 10GB ADD ON CARD ExaGrid Systems - Part#: EX40000E Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$44,117.65	\$88,235.30
2 1YR MNT AND SUP 8X5 FOR EX40000 ExaGrid Systems - Part#: EX40000E-1YRMS-S Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	2	\$6,617.65	\$13,235.30
Subtotal			\$101,470.60
Shipping			\$401.50
*Tax			\$0.00
Total			\$101,872.10

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Exagrid has a no returns policy on all non-DOA units.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

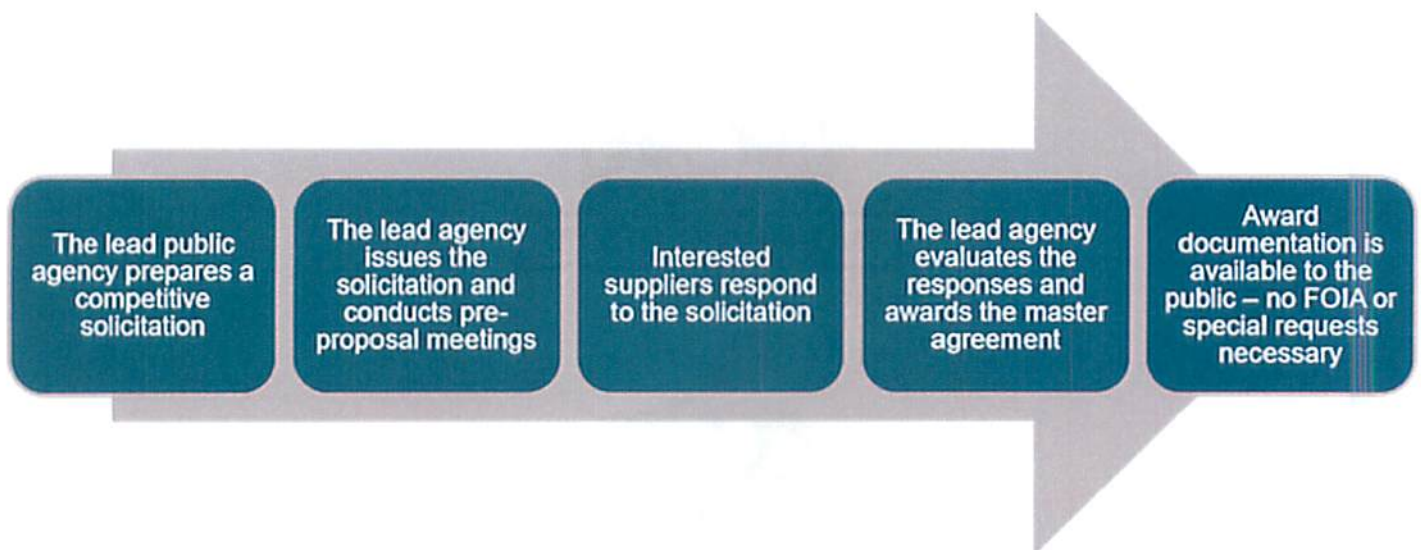
Lead Agency Contracting Process

[Home](#) › [What We Do](#) › [Contracting Process](#)

Our Contracting Process

The Lead Agency Model

All agreements offered through OMNIA Partners have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g. state, city, county, public university or school district). The contracting process is the foundation of OMNIA Partners and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, OMNIA Partners ensures that industry best practices, processes and procedures are applied.



1. The lead agency prepares a competitive solicitation while incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.

2. The lead agency issues the solicitation and any required amendments and notifications. Pre-proposal conferences and meetings are conducted.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and ultimately awards the master agreement.
5. All documentation is posted on the OMNIA Partners website and made available to the public.

OMNIA Partners is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The lead agency procurement teams and the OMNIA Partners team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Lead Agencies

The lead agencies who currently solicit and award cooperative contracts available through OMNIA Partners are considered some of the most elite procurement teams in the nation. OMNIA Partners is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.





COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

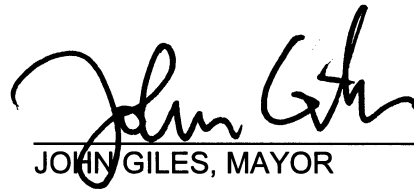
There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

ATTEST:




JOHN GILES, MAYOR


DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.


DEE ANN MICKELSEN, CITY CLERK

js



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Managed Deployment Services for the Citywide Computer Refresh Project, as requested by the Information Technology Services Department. Award to Dell Marketing in the amount of \$1,425,135.88. Dell Marketing is located in Round Rock, TX.

REQUISITION NO.: R196253

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Technical Contingency - Computer Equipment/Hardware - 5518408 - 627500; Technical Contingency - Professional Services - 5518408 - 636600; Capital Lease IT - Computer Equipment/Hardware - 6218992 - 627500. The original budget amount is \$1,425,135.88.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** Dell Quote (PDF)



Dell Marketing L.P.

City Of Columbia

Managed Deployment

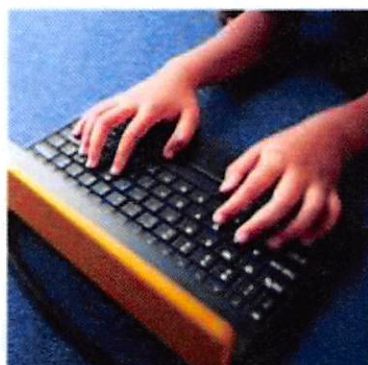
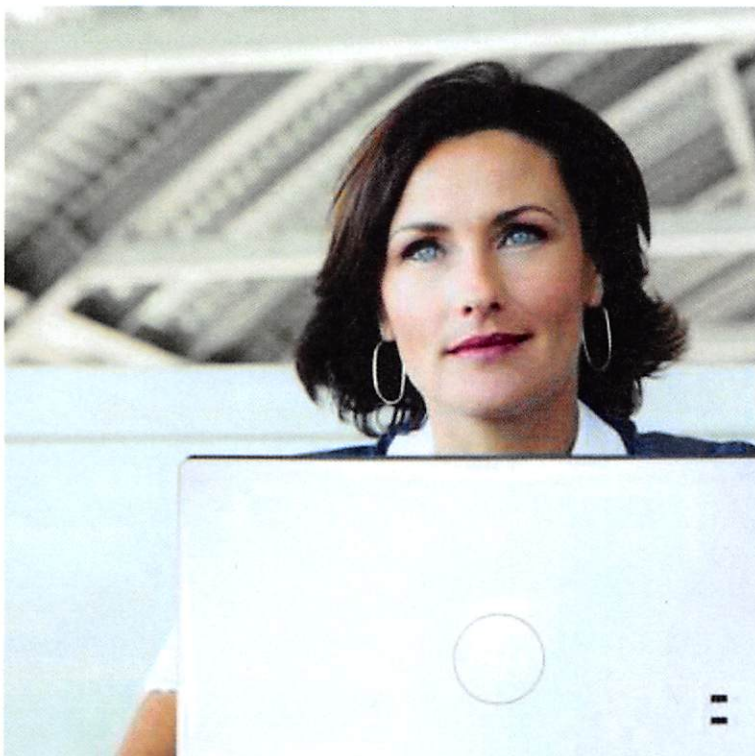


TABLE OF CONTENTS

1	Introduction	2
2	Summary of Services	2
3	Program Management	2
3.1	Dell Program Management Responsibilities	2
3.2	Customer Program Management Responsibilities	3
4	Scope of Services	3
4.1	Pre-Deployment Activities	3
4.2	Deployment Services	3
5	Customer Responsibilities	5
6	Pricing	6
6.1	Deployment Services Pricing	6
7	Assumptions	7
7.1	Scope Assumptions	8
7.2	Deployment Density Allocation Assumptions	8
7.3	Timing Assumptions	8
7.4	Scheduling Assumptions	8
7.5	IT Environment & Technical Assumptions	9
7.6	General Assumptions	9
7.7	Out of Scope Services	9
8	NDS Equipment	10
9	Change Management Process	10
10	General	10
	Appendix A – Customer Sites	11
	Appendix B – Major Metropolitan Areas	12
	Appendix C – Definitions	13
	Appendix D – ASSET RECOVERY SERVICES	15



1 INTRODUCTION

Services are governed by and subject to the terms and conditions specified in Customer's separately signed master services agreement with Dell to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or, in the absence of such agreement, the Professional Services Agreement ("PSA"), which is available at www.dell.com/PSATerms and in hardcopy upon request and incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the "Agreement").

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the earlier of the date that Dell completes the provision of Services in accordance with this SOW or on the date that is 12 Month(s) following the Effective Date.

Customer's use of software provided under this SOW is solely governed by and subject to the separate software license terms provided with the software, included with the software media packaging, or presented to Customer during the installation or use of the software. If no license terms accompany the Dell-branded software then Customer's use of such software is subject to the Dell End User License Agreement – Type A located at www.dell.com/AEULA and in hardcopy upon request. Customer agrees that Customer is bound by such applicable license agreement.

2 SUMMARY OF SERVICES

Dell is providing the following Services under this SOW. Detailed information about their organization, scope, and assumptions is on Section 4.2 Deployment Services and Section 7.2 Deployment Density Allocation Assumptions herein.

- Project is expected to occur at approximately 40 locations in Columbia, SC.
- The duration of the project is expected to be 12 months.
- Estimated Quantity of units: 1,087
- Service Hours are: Business Hours Monday through Friday (excluding nationally and city observed holidays), based on a forty (40) hour week ("Service Hours").
- Security Clearance Required: None
 - Background checks are required on all technicians following Dell standard processes. Verification of background check completion can be provided on an as needed basis.
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- Dell will provide Services for Customer sites identified in Appendix A (each, a "Customer Site").

Scope Overview:

This Client Deployments project affects 1,087 systems in 40 locations and will take place over 12 months.

3 PROGRAM MANAGEMENT

Dell's Program Management Office will manage and implement the Services described herein. Dell and Customer will each assign a program manager who will coordinate the activities to be performed under this SOW ("Program Manager"). The Program Manager for each party will serve as the point-of-contact for all communications, escalation of issues, and any modification to the scope, requirements, or responsibilities under this SOW.

3.1 Dell Program Management Responsibilities

Dell and/or its Program Manager will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Manage Dell tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.



Managed Deployment Services

- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

3.2 Customer Program Management Responsibilities

Customer and/or its Program Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell.
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.

4 SCOPE OF SERVICES

4.1 Pre-Deployment Activities

Dell and Customer will complete the activities listed below before managed deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

4.1.1 Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

4.1.2 Pilot Test

Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by Dell in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.

4.1.3 Schedules

Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

4.2 Deployment Services

Dell will be conducting the following deployment activities. Detailed information on how these Services are organized on groups for the Customer is on Section 7.2 Deployment Density Allocation Assumptions herein.



Managed Deployment Services

4.2.1 Logistics Services

4.2.1.1 Warehouse and Redeliver New Equipment per system (60 Days)

Service Description

- Provide warehouse facility for receiving and storing systems for Customer.
- Pricing will be based on a 60 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with customer Project Coordinator
- Deliver equipment to correct location – deliver inside to storage location, or desk side as applicable.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in Service Provider's possession.
- Equipment will be delivered to central area at each building for installation.
- Install services will be performed in conjunction with delivery services.

Service Specific Assumptions

- Additional charges apply per unit for any system remaining in provider facility over 60 days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate customer delivery address.

4.2.2 Onsite Services

4.2.2.1 Basic Installation Service – Client System (CPU and Monitor)

Service Description

- Unpack new Client System from shipping boxes and inspecting components for any damage.
- Verify service tag for each new Client System against packing slip.
- Notify Dell help desk of any discrepancy or damage regarding the shipment of Dell equipment.
- Move new equipment from central location to the end user desk side.
- Organize Client System components and peripherals (e.g., keyboards, power supplies, mice, and software) for deployment.
- Plug Customer-provided, certified network patch cables into new Client System.
- Plug all power cords into electrical sources.
- Plug network patch cables into existing certified network jacks.
- Boot the new Client System and verifying network connection for Customer's network connected devices.
- Log on to the new Client System using Customer-provided user ID and password.
- Reconnect and setup up to two (2) existing external peripherals to Client System. Dell will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality.
- Connect Customer-provided peripheral cable to the new Client System (excludes configuration).
- Complete validation & function test as agreed to by both parties.
- Contact the Dell help desk if a problem is encountered with any component provided by Dell for the new Client System.
- Provide daily reporting in digital format (spreadsheet) to include scanned CPU and Monitor asset numbers for newly installed hardware and removed hardware if applicable.

4.2.2.2 De-installation of Legacy System (CPU and Monitor)

Service Description

- Disconnect the hardware components, network cable, and power cord for the Legacy System.
- Place Legacy System components in boxes using packaging materials from the new Client System or other materials supplied by Customer.
- Move the Legacy System to an on-site storage area designated by Customer in the deployment building.
- Move all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided.
- Properly cleaning the installation area so it is returned to its original condition.

4.2.2.3 Data Migration via Network average of 5GB

Service Description

Managed Deployment Services

- The Data migration function will be performed by Dell technicians following detailed instructions provided by Customer.
- Customer is responsible for backing up data that is to be migrated. Dell is not responsible for lost data.
- Customer will provide a network with at least 100mb/s capacity and sufficient storage capabilities to accommodate increased load due to Data and Personality migration.
- Dell assumes Customer does not have any security or domain restrictions preventing data transfer.
- Dell is not responsible for providing any pre-migration services
- Dell is not responsible for providing a data migration tool for any data migration services
- The customer must supply a tool or process to perform these services

Service Specific Assumptions

- Customer will provide script or tool for data migration services
- Dell can leverage Customers network to perform the services required for data migration; network is not used for batch jobs or backups with would impact the delivery of Services

4.2.2.4 Off Customer Premises Trash Removal

Service Description

- Removal of deployment trash off Customer premises.

4.2.2.5 Provide Dollies

- Provide dollies to perform Services in accordance with the Deployment Schedule

4.2.3 I/T Asset Resale with Offsite Data Sanitization Option

Service Description

- Scope of services is referenced in Appendix D.

5 CUSTOMER RESPONSIBILITIES

Customer will be responsible for the activities listed below:

- It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected product(s) before receiving Services (including telephone support). **DELL WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF AFFECTED PRODUCT(S) OR NETWORKS.**
- Ensure Customer's Site coordinator is on-site and available at the deployment site.
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
- Provide safe and adequate parking facilities.
- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed.
- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services.
- Provide Dell with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled.



Managed Deployment Services

- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.
- Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
- Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.
- At the conclusion of the Services, change all system and network access credentials to prevent further Dell access to systems and networks.

6 PRICING

6.1 Deployment Services Pricing

The per-unit price for the Services to be performed by Dell, and applicable cancellation and rescheduling fees for the Services are listed below (see "Pricing Structure" in Definitions provided in Appendix C).

6.1.1 Deployment Services Blended Pricing

Deployment Services	Units	P/U Price
Basic Installation of a Client System De-Install Legacy Client System Off Customer Premises Trash Removal Peer-to-Peer Data Migration (5GB Average) Warehouse and Redeliver New Equipment (60 days storage) Provide Dollies	1,050	\$97.29
Basic Installation of (MFF and Monitor) De-Install Legacy System Off Customer Premises Trash Removal Warehouse and Redeliver New Equipment (60 days storage) Provide Dollies	37	\$75.82

6.1.2 Optional Pricing

As-Needed Services	Units	P/U Price
Each Additional Data Transfer per additional 1 GB average – Optional Service	TBD	\$4.30

6.1.3 Asset Recovery Services Pricing

Asset Recovery Services	Units	P/U Price
IT Asset Resale with Offsite Data Sanitization Option – (Expires 4 years from purchase)	2,200	\$23.00

6.1.4 Time & Materials Pricing Table (Optional)

Time & Materials Concepts	Disposition	Price
Time & Materials Rates - (During Service Hours - Per Hour)	Per Hour	\$58.50



Managed Deployment Services

Time & Materials Concepts	Disposition	Price
Time & Materials Rates - (Outside Service Hours - Per Hour)	Per Hour	\$64.00
Program Management Office (Extension Fee for Services Beyond Term - Per Week)	Per Week	\$3,500.00

6.1.4.1 Pricing Notes

- Rates will be invoiced to and will be paid by Customer for the following:
 - Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
 - Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
 - Out-of-scope services (see Section 7.7 Out of Scope Services herein).
 - Services performed outside the defined Service Hours.
 - Services designated as Time & Materials.
- Program duration is 12 months. Should the program extend beyond 12 months, Customer may be invoiced in accordance with the program extension weekly rate.
- Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
- Prices and/or scope of services will be adjusted by Dell to reflect the actual operating environment if the Assumptions are found to be incorrect or there is a material failure of Customer to perform its responsibilities as set forth in this SOW.
- Prices exclude costs for procurement of any hardware or software.
- Price excludes travel incurred due to schedules that cause excessive travel between customer sites. See Scheduling Assumptions.
- Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by Dell (see list of Dell-defined major metropolitan areas on Appendix B).
- The terms offered by Dell under this SOW (including but limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
- For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, Dell will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will Dell assume financial responsibility for Customer's failed hardware where such failure is not the direct result of Dell's actions as indicated by root cause analysis.

7 ASSUMPTIONS

Pricing is based on the following assumptions that were used to develop the Services to be provided under this SOW ("Assumptions").



Managed Deployment Services

7.1 Scope Assumptions

1. Minimum quantity of 1,087 new systems to receive Services under the SOW.
2. All volume-metric assumption deviations in excess of plus or minus ten percent (+/-10%) of the quantities or locations to receive Services will be considered out of scope and subject to the Change Management Process. Changes to the price and/or solution will only be required to the extent that such deviation impacts Dell's ability to perform the Services as originally priced.
3. Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.
4. Desktop services assumed to include a single monitor not to exceed 24"
5. Minimum of 15 systems per delivery
6. Legacy units will be stored in same building of de-installation
7. Customer provide script for data migration tool

7.2 Deployment Density Allocation Assumptions

Services are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is on Section 4.2 Deployment Services and Section 6.1 Deployment Services Pricing herein.

7.2.1 Installation Services Density Bands

Service Group	Density Bands	Quantity
Basic Installation of Client System De-Install Legacy Client System Off Customer Premises Trash Removal Peer-to-Peer Data Migration (5GB Average) Warehouse and Redeliver New Equipment (60 days storage) Provide Dollies	1 system visit	0
	2 to 5 systems/visit	0
	6 to 9 systems/visit	0
	10 to 35 systems/visit	1,087
	36 to 99 systems/visit	0
	100+ systems/visit	0
	Total Systems	1,087

7.3 Timing Assumptions

Dell sets the following timing assumptions as a starting point for proposed time frames. Further review will be performed as part of the pre-deployment activities specified on Section 4.1.2 Pilot Test herein.

Deployment Service	Type of Unit	Qty	Time Assumption
Basic Installation Service – Client System Client System	System	1,087	45
De-installation of Legacy System Client System	System	1,087	15
Each Additional Data Transfer per additional 1 GB average – Optional Service	System	1,087	15
Peer-to-Peer Data Migration (5GB Average)	System	1,087	75

7.4 Scheduling Assumptions

1. Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
2. Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
3. Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
4. Customer will meet the following scheduling milestones:



Managed Deployment Services

Scheduling Milestones	Business Days	Execution
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

7.5 IT Environment & Technical Assumptions

1. Desktop/laptop operating system is Microsoft Windows supported version.
2. Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
3. Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
4. Network infrastructure is stable and consistent across all Customer Sites.
5. Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
6. Dell is not responsible for application malfunctions or conflicts between Customer applications.
7. Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
8. Customer provides a list of provisioning codes for IAMT (Intel® Active Management Technology) with appropriate Client System asset tag/service tag, if applicable.
9. If required, Customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

7.6 General Assumptions

1. Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.
2. Customer is advised and agrees that modifications Customer makes, or changes Dell, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

7.7 Out of Scope Services

Pricing excludes any services not specified in this SOW, including but not limited to the following:

1. Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
2. Packaging software applications for installation.
3. Providing end user orientation, training, or support.
4. Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
5. Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
6. Removing viruses (Dell will promptly notify Customer Site Coordinator upon discovery of virus).
7. Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
8. Warranty services or remedial hardware maintenance or software maintenance.
9. Warranty services for third-party products which are not provided by Dell.



8 NDS EQUIPMENT

A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will (a) repair or replace the Dell-branded equipment, if it is under warranty, (b) for non-Dell-branded equipment purchased from Dell, reasonably assist Customer in facilitating the repair or replacement of the equipment under the terms of the existing warranty, or (c) for third party equipment not purchased from Dell or for products that are no longer under warranty, notify Customer.

9 CHANGE MANAGEMENT PROCESS

The Change Management Process will be used when Dell or Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW; the party proposing the change will document the request using the Request for Change Form (provided by Dell's Program Manager) and this Change Management Process.

The receiving party will review the proposed Request for Change Form and determine whether the change is acceptable or requires modifications. Both parties will, in good faith, mutually review the proposed change request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it ("Change Management Process"). When the parties agree to the change, they will sign the Request for Change Form, which upon signing by both parties will constitute authorization to implement the change (Change Order). Both parties agree that such approval shall not be unreasonably withheld and will execute the Change Order, unless able to provide the other party with written data that disproves the identified variation.

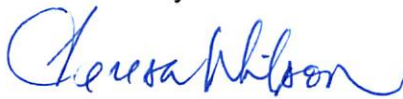
10 GENERAL

Dell shall not be responsible for a failure to provide Services to the extent caused by: (1) any failure by Customer to perform its responsibilities under this SOW or the Agreement; (2) any materially inaccurate assumptions; (3) problems caused by Customer software or data; (4) a defect or deficiency with respect to Customer's network, systems, or other equipment; (5) failures of hardware not maintained by Dell; or (6) modifications to hardware made by a party other Dell or its representatives. In the event any of the foregoing occurs, Dell shall notify Customer. Notwithstanding the occurrence of one or more of the foregoing events, Dell may (at its discretion) continue to perform the Service (with Customer reimbursing Dell for its reasonable out of pocket expenses for such efforts to the extent attributable to the items defined above).

IN WITNESS WHEREOF, Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

City of Columbia

Dell Marketing L.P.



Printed Name: Teresa Wilson

Printed Name: _____

Title: City Manager

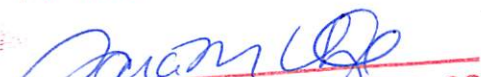
Title: _____

Date: 1/29/2019

Date: _____

Customer signed SOW must be received by Dell before any work can be started.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC


Managed Deployment Services**APPENDIX A — CUSTOMER SITES**

The Services will be provided for the following Customer locations during the term of this SOW. Additional Customer locations may be included as mutually agreed using the Change Management Process.

All 40 Sites in the City of Columbia, SC area are inside scope.



Managed Deployment Services

APPENDIX B — MAJOR METROPOLITAN AREAS

City	State	City	State	City	State
Birmingham	AL	Kansas City	KA	Rochester	NY
Montgomery	AL	Wichita	KS	Syracuse	NY
Fayetteville	AR	Erlanger	KY	Brecksville	OH
Little Rock	AR	Louisville	KY	Cincinnati	OH
Phoenix	AZ	Lake Charles	LA	Cleveland	OH
Tempe	AZ	Metairie	LA	Columbus	OH
Tucson	AZ	New Orleans	LA	Oklahoma City	OK
Bakersfield	CA	Shreveport	LA	Tulsa	OK
Fresno	CA	Sulphur	LA	Eugene	OR
Grover Beach	CA	Boston	MA	Portland	OR
Los Angeles	CA	Malden	MA	Camp Hill	PA
Sacramento	CA	Westboro	MA	Coraopolis	PA
San Diego	CA	Portland	ME	Harrisburg	PA
San Francisco	CA	Detroit	MI	Philadelphia	PA
San Jose	CA	Grand Rapids	MI	Pittsburgh	PA
San Luis Obispo	CA	Livonia	MI	Sharon Hill	PA
W Sacramento	CA	Arden Hills	MN	Charleston	SC
Denver	CO	Duluth	MN	Columbia	SC
Hartford	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
Shelton	CT	Columbia	MO	Knoxville	TN
Washington	DC	Fenton	MO	Memphis	TN
Ft. Lauderdale	FL	Jefferson City	MO	Nashville	TN
Jacksonville	FL	Kansas City	MO	Austin	TX
Miami	FL	St. Louis	MO	Corpus Christi	TX
Orlando	FL	Jackson	MS	Dallas	TX
Pensacola	FL	Pearl	MS	El Paso	TX
Tallahassee	FL	Billings	MT	Houston	TX
Tampa	FL	Charlotte	NC	Lubbock	TX
Atlanta	GA	Durham	NC	San Antonio	TX
Forest Park	GA	Raleigh	NC	Salt Lake City	UT
Cedar Rapids	IA	Wilmington	NC	Herndon	VA
Des Moines	IA	Bismarck	ND	Richmond	VA
Boise	ID	Omaha	NE	Roanoke	VA
Chicago	IL	Newark	NJ	Williston	VT
Elk Grove Village	IL	Albuquerque	NM	Seattle	WA
Peoria	IL	Las Vegas	NV	Spokane	WA
Evansville	IN	Reno	NV	Tukwila	WA
Ft. Wayne	IN	Albany	NY	Madison	WI
Indianapolis	IN	New York	NY	Charleston	WV
				Nitro	WV



APPENDIX C — DEFINITIONS

Average Installation Time

The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.

Cancellation

Site Cancellation: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").

Site Cancellation Fee Scenarios:

For cancellations with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.

For cancellations with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Cancellation: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.

User Cancellation Fee Scenario:

Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services.

Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.

Change Order

A written and signed request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.

Clearances

Secret: Dell will provide on-site technical resources with a Secret clearance as defined in the Government-provided "DD Form 254".

Top Secret: Dell will provide on-site technical resources with a Top Secret clearance as defined in the Government-provided "DD Form 254".

Top Secret-SCI (Sensitive Compartmented Information): Dell will provide on-site technical resources with a Top Secret-SCI clearance as defined in the Government-provided "DD Form 254".

NOTE: This level of warranty support is based on the systems being located in areas accessible by non-cleared Dell service personnel. In the event that the systems are relocated and reside in a secure area when onsite service is required, Dell will work with Customer to develop a suitable plan for support.

Upon award of a Secret, Top Secret, or Top Secret-SCI contract, Dell's FSO (Facility Security Officer) must receive the Government-issued "CONTRACT SECURITY CLASSIFICATION SPECIFICATION" or most commonly called "DD Form 254" before service can begin. Dell's FSO will manage the "DD Form 254" for validation and processing.

Client Systems

Desktop: CPU and monitor; Laptop: which may include a docking station.

Legacy System

The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.



Managed Deployment Services

Pricing Structure

Blended Pricing is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing.

Tiered Pricing is based on actual units deployed per site per visit.

Reschedule

Site Reschedule: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").

Site Reschedule Fee Scenarios:

For reschedules with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.

For reschedules with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Reschedule: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.

User Reschedule Fee Scenarios:

Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user.

Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.

Schedule Group

Is a group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.

Service Hours

Customer and Dell will agree upon the hours that Services are to be performed ("Service Hours"). Typical Service Hours options are:

Business Hours - Monday through Friday, 8:30 a.m. to 5:00 p.m. local time based on a forty (40) hour week, excluding nationally and city observed holidays.

Outside Business Hours - Monday through Friday beyond 5:00 p.m. local time.

Weekends and Nationally-Observed Holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.

Services

The complete set of services to be performed by Dell described in this Statement of Work "SOW".



APPENDIX D — ASSET RECOVERY SERVICES

IT Asset Resale with Offsite Data Sanitization Option – (Expires 4 years from purchase)

A. Dell's Responsibilities.

1. Scheduling.

- a. Pick Up. Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during local business hours Monday – Friday 8:00am to 5:00pm (local time). Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

2. Pick Up. Dell's Logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
- b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site;
- c. Record the number of Pieces being removed from the Site on the Shipping Document;
- d. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- e. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
- f. Provide the Customer with a Shipping Document for signature before leaving the Site; and
- g. Transport the Equipment to Dell's processing site.

3. Processing. Upon arrival at Dell's equipment processing site, Dell will:

a. Audit:

- i. Record the Logistics ID for each Piece into an inventory tracking system;
- ii. Record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report:
 - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable);
- iii. Record the following for each loose hard drive in the Equipment Settlement Report:
 - make, model number, manufacturer, Serial Number (if any);
- iv. Record the following for all other Pieces:
 - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece;
- v. Remove any Asset Tags.

b. Functional Test: Test and record the results for the following Pieces in the Equipment Settlement Report:

- i. Desktop, portable computer, server or enterprise unit:
 - Functionality
 - Amount of RAM



Managed Deployment Services

- Number and size of hard drives
 - Processor speed
 - CD Rom or DVD installed
 - Visual inspection of working LCD (portable computers)
- ii. Monitor: functionality
 - iii. Printers: functionality
 - iv. Other IT hardware: functionality
- c. Cosmetic Grading: For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example as follows: (Note: Grading legends may vary by region)
- i. Class "C": Used Equipment, complete and functional with normal wear and tear.
 - ii. Class "D": Used Equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
 - iii. Class "S" or "Scrap": Used Equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- d. Value Optimization: An attempt will be made to optimize the value of Equipment eligible for resale and to receive Value Recovery. The Customer acknowledges that in order to receive the maximum Value Recovery, Equipment must be (i) in working order and include power cords and other items required to make each Piece pass an original equipment manufacturer ("OEM") operational test(s); and (ii) in reasonable cosmetic condition, requiring no more than a light cleaning and without cracked plastics, such that all Equipment can be resold as operational with normal wear and tear for like used Equipment.
- e. Resale and Value Recovery:
- i. The Value Recovery for any Piece which meets the UEPP pricing guidelines will be based on the value for such Piece as set out in the UEPP in effect for the month in which the Equipment was processed. The Value Recovery for any Piece which can be resold but which does not meet the UEPP pricing guidelines will be determined by taking the value for such Piece as set out in the UEPP in effect for the month in which the Piece was processed and then reducing it to account for the factors that caused the Piece to not conform with the UEPP pricing guidelines.
 - ii. For server, enterprise unit, storage or other equipment not referenced on the UEPP, contact your Dell recovery manager with the brand, configuration and number of devices for a custom quote.
 - iii. The Value Recovery for each Piece is subject to such adjustments as Dell, in its sole discretion, may consider reasonable.
 - iv. The Value Recovery for each Piece will be set forth in the Equipment Settlement Report and shall be binding on the Customer.
 - v. Any Piece which fails the functional test or is classified as Class "S" or "Scrap" during the cosmetic test will result in the Piece being recycled or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.
 - vi. Where Customer is eligible to receive Value Recovery:
 - Dell will provide detailed information with each Equipment Settlement Report to assist Customer in receiving payment.
 - To the extent permitted by local law, Value Recovery held for more than two years may, in Dell's sole discretion, be remitted to a government agency or retained. Within thirty (30) business days following delivery of an Equipment Settlement Report and provided Dell has



Managed Deployment Services

the required check remittance information for Customer on file, Dell shall pay to Customer the Value Remittance for Equipment processed in accordance with the criteria above.

- vii. Value Recovery is net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.
- f. Disposition of Hard Drives:
 - i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives which was not processed by Dell during the Data Sanitization process at Customer's Site.
 - ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.
- g. Disposal of other Equipment: All other Equipment which is not eligible for resale above will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements
- 4. Reporting. Dell shall deliver to the Customer within thirty five (35) business days¹ from the date of Pick Up the following reports via email:
 - a. Equipment Settlement Report; and
 - b. Confirmation of Disposal which shall include the following provisions:
 - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell
 - ii. Verification that all other hard drives were sanitized or destroyed in accordance with Section A.3.f. above; and
 - iii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines

B. Customer Responsibilities.

1. General. THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. Data Removal. This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.
3. Pick Up. Prior to Pick Up, the Customer shall:
 - a. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
 - b. **Complete a commercial invoice for any shipment from Guam, Puerto Rico, the Samoan Islands or the US Virgin Islands;**
 - c. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all Equipment
 - d. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment;
 - e. Terminate or transfer all licenses associated with third party software contained on Equipment;

¹ Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



Managed Deployment Services

- f. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
 - g. Remove from all printers any ink and toner cartridges;
 - h. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
 - i. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
 - j. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
 - k. Consolidate the Equipment at each Site in a central location which is reasonably accessible by the Dell Logistics Provider; and
 - l. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants as follows:
- a. The Customer has good and marketable title to the Equipment free and clear of all liens, claims and encumbrances of any kind;
 - b. The Customer is duly authorized to sell such Equipment and that such sale shall not result in a breach by the Customer of any agreement or judgment binding upon the Customer; and
 - c. Unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the Equipment will be operating to the manufacturer's published specifications upon delivery to Dell.

If the Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or liable for any damages resulting from the Customer's breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

C. Pricing and Payment Terms.

The Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

Dell Region*	United States	Canada, Europe, Middle East, Africa	APJ
Minimum Pieces per Collection	10 Pieces	20 Pieces	10 Pieces

*Geographic limitations may apply and country minimums may vary

The per Piece price will be set forth in a quote generated by Dell and includes the associated cables, peripherals, docking stations, port replicators, external drives, keyboards and mice. Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece for every 40 lbs or 18 kg of weight. Miscellaneous items include:



Managed Deployment Services

- External computer components (e.g. cables, peripherals, external drives, keyboards, mice, docking stations)
- Loose internal computer components (not including hard drives)
- Non-computer related parts (e.g. telecom/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

The Customer hereby agrees to pay the price for each Piece per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Service Description. The Customer acknowledges and agrees that Dell shall be entitled to set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

Additional Fees.

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.
 - Piece(s) weighing more than 40 lbs or 18 kg may incur additional transportation fees.
 - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
 - Sites requiring access or vehicle restrictions, union labor, time specific or after normal business hours will incur additional charges.
- If the Customer, the Site and/or the Equipment, does not conform to the requirements set forth in this Service Description, the applicable Services may need to be rescheduled and/or additional fees will apply.
- Failed Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up without acceptance of Customer Packed Waiver, site restrictions not communicated, cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.
- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.

D. Important Additional Terms.

Title and Risk of Loss. Dell or Dell's Logistics Provider will bear the risk of loss or damage to the Equipment after departure from the Pick Up Site. Title will be deemed to pass to Dell or Dell's Logistics Provider upon receipt and possession of the Equipment by Dell or Dell's Logistics Provider.

Warranty and Liability. As it relates specifically to the Services provided under this Service Description only, and despite any conflicting terms in the Agreement, the following terms and conditions apply:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:



Managed Deployment Services

- a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
- b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILABLE TO DELL FOR PICK UP HEREUNDER.
- c. DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT IN THE UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.
- d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.

DELL DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THIS SERVICE DESCRIPTION, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #1 for Utility Relocation Project WM4400; Engineering Services for the Patterson Road and Caroline Road Sidewalk from US 378 to SC Highway 262, as requested by Columbia Water. Award to Michael Baker International, LLC, in the amount of \$53,127.91. This firm is located in Columbia, SC.

PURPOSE: The following sub-consultant will provide additional services:

IPW Construction Group, LLC a MBE of Charleston, SC will provide survey and subsurface utility engineering services at \$49,137.91 (92.5%) of the total contract amendment amount.

REQUISITION NO.: R182701

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-WM4400-658650 - The original budget amount is \$53,127.91.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing research and easement exhibits services for Patterson Rd and Caroline Rd. sidewalk from US 378 to SC 262.

Agreement	Amount	Sub-consulting participation	Sub-consulting participation percentage	MBE participation	MBE participation percentage
Original Agreement	\$70,180.00	\$8,550.00	12.18%	\$8,550.00	12.8%
Contract Amendment #1	\$53,127.91	\$49,137.91	92.5%	\$49,137.91	92.5%
Revised Total Amount	\$123,307.91	\$57,687.91	46.8%	\$57,687.91	46.8%

Services to be performed will impact City Council District #3. The office of the City Attorney has reviewed the Agreement and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** - Michael Baker - Utility Relocation WM4400 (PDF)
- **#b:** WM4400 -Patterson Road & Caroline Road Sidewalk from U.S. 378 to SC262 CA#1(PDF)

Agreement for Engineering Services
Patterson Road & Caroline Road Sidewalk from U.S. 378 to SC262
Project Number: WM4400

Michael Baker International and City of Columbia, SC

Contract Amendment # 1

February 18, 2019

Description of Change: Request change in Work Order for Engineering Services between the City of Columbia (City) and Michael Baker International (ENGINEER) dated May 8, 2018 (Work Order) to compensate ENGINEER for providing property research and easement exhibits services for Patterson Road & Caroline Road Sidewalk from U.S. 378 to SC262.

This amendment will also correct the term of agreement language to: The materials, goods, and services to be provided under this contract shall be for a period of three (3) years unless earlier terminated by either party as provided herein. The contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. There is an option to extend two (2) additional one year period. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 70,180.00
Previous Change Orders:	\$ 0.00
This Change (addition):	\$ 53,127.91
Revised Contract Price:	\$123,307.91

Additional funds are to be provided in the following manner: 5529999-WM4400-658650

This Change is Acceptable:

Michael Baker International:

John V. Walsh
Signature

Title: Vice President

John V. Walsh
(Please Print Name)

Date: 3.6.2019

City of Columbia:

By: _____
Dana R. Higgins P.E., LEED AP, Director of Engineering

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

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

Approval of Change: _____

Teresa Wilson, City Manager

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # WM4400
S-707 (Patterson Road) & S-70 (Caroline Road) Sidewalks
From US 378 to SC 262
Richland County

The services performed as a part of this Contract Modification include providing field surveys and utility mapping necessary to supplement information missing from the data previously provided for the water main relocation project in association with the sidewalk improvement project. The scope of this work is assumed to include the survey and utility mapping of approximately 2,600 linear feet of 16" water main along Patterson Road and approximately 1,200 linear feet of multiple water mains along Caroline Road. There appears to be an 8" gravity sewer main crossing Patterson Road at Trinity Drive and then running along Patterson Road ending at Mission Lane, as well as an 8" gravity sewer main crossing Patterson Road at Elm Tree Road. These sections of sewer do not appear to be in conflict with the project, but they will be surveyed to confirm whether they are or aren't in conflict. If it is determined that conflicts exist they will be discussed with the City to determine what appropriate action will be taken.

In general, (Consultant) will provide the following scope of services under this request for contract modification:

- Utility Mapping
- Surveying
- Subsurface Utility Engineering

TASK 300 – Survey and Utility Mapping

310 Field Survey

- Consultant shall utilize survey provided by the SCDOT as included in the sidewalk design plans and digital files. CITY agrees that consultant may rely on survey provided by the SCDOT (or the SCDOT's consultant). Consultant will supplement this survey with additional survey as needed for work required to be performed outside of the SCDOT's project limits.
- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83

- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 30 foot wide corridor of the proposed pipeline alignment for an estimated length of 2,400 feet along Patterson Road. The Consultant's surveyor will complete field surveying along a corridor of the proposed pipeline alignment for an estimated length of 1,200 feet along Caroline Road. This corridor shall be a minimum of 100 feet wide based on the centerline and shall have cross-sections every 25 feet. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified. Limits of survey shall be re-evaluated at the end of Task 200 for any necessary adjustments to length or width of survey needed outside of that provided by this scope.
- Locate both horizontally and vertically along the routes of each of the proposed water lines, exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees (with identification of size and type); and any other miscellaneous above ground structure or feature.
- Consultant shall (in areas where utility information is needed, but not provided by SCDOT) survey location of underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, sanitary sewer and telephone service lines. It will be the responsibility of the Consultant's surveyor

to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating underground utilities.

- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a corridor as previously noted. Where the water main is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase.
- From the survey data, the surveyor shall prepare final Microstation electronic files in SCDOT format to match the data provided by the SCDOT. Files shall include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare easement descriptions for required permanent easements necessary to construct the proposed relocations. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Service is based on preparing 10 easement exhibits. One round of edits is included for any exhibit; additional edits may require additional services. An amendment will be issued if additional easement exhibits are required. (each additional exhibit will be \$1,200.00).

330 Utility Mapping

- The Consultant will utilize Subsurface Utility Engineering (SUE) data provided by the SCDOT. CITY agrees that consultant may rely upon this information.

- The Consultant will utilize IPW for SUE services to provide additional Level A utility information along the route of the project to determine utility facility elevations where the SCDOT has not collected this information.
- Up to Six (14) additional test holes shall be included in the cost of the project. The total of Fourteen (14) locations will assume Eight (8) test holes in roadway pavement and Six (6) test holes in grassed areas. It is further assumed that traffic control will be required for the Eight (8) test holes in roadway pavement.
- The Consultant will survey the locations of the Level A test holes and provide that information to Michael Baker International for use in their work.
- The CITY will be charged on an "each" basis for test holes; the cost depending on whether the test hole is in pavement or in grass and if traffic control is required.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # WM4400
Patterson Road at Caroline Road
Sidewalk Improvement

Compensation for additional services provided under Tasks 300 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$53,127.91, all of which are hourly tasks. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

		Water, CIP # WM4400			
Task	Description	Hours	Subconsults	Total	Billing Type
Task 100	Evaluation and Design Phase Administration			\$0.00	LS
Task 200	Prelim Planning, Investigation, Eng & Alt Anal			\$0.00	LS
Task 300	Survey and Utility Mapping	30	\$49,137.91	\$3,990.00	11R
Task 320	Easement Exhibits			\$0.00	EA
Task 400	Geotechnical Investigation			\$0.00	LS
Task 500	Final Design			\$0.00	LS
Task 600	Permits and Property			\$0.00	LS
Task 700	Bidding and Award	0		\$0.00	HR
Task 800	Engineering Services During Construction	0		\$0.00	11R
Task 1000	Project Closeout	0		\$0.00	HR
	Total of Contract			\$53,127.91	
	% of Contract to Subconsultants			\$49,137.91	
	% of Contract to Protégé		0	\$0.00	

ATTACHMENT _____
Page 1 of 1

City of Columbia
S-707 (Patterson Road) & S-70 (Caroline Road) Sidewalks

CIP NO. - WM4400

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
IPW Construction Group, LLC 7623 Dorchester Road North Charleston, SC 29418	Hart Weatherford 843-308-0524	MBE	Survey / SUE	\$49,137.91



City of Columbia Project No. WM4400
S-707 (Patterson Road) & S-70 (Caroline Road) Sidewalk Improvement

Agreement for Engineering Services
Patterson Road & Caroline Road Sidewalk from U.S. 378 to SC262
Project Number: WM4400

Michael Baker International and City of Columbia, SC

Contract Amendment # 1

February 18, 2019

Description of Change: Request change in Work Order for Engineering Services between the City of Columbia (City) and Michael Baker International (ENGINEER) dated May 8, 2018 (Work Order) 2 to compensate ENGINEER for providing property research and easement exhibits services for Patterson Road & Caroline Road Sidewalk from U.S. 378 to SC262.

This amendment will also correct the term of agreement language to: The materials, goods, and services to be provided under this contract shall be for a period of three (3) years unless earlier terminated by either party as provided herein. The contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. There is an option to extend two (2) additional one year period. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 70,180.00
Previous Change Orders:	\$ 0.00
This Change (addition):	\$ 53,127.91
Revised Contract Price:	\$123,307.91

Additional funds are to be provided in the following manner: 5529999-WM4400-658650

This Change is Acceptable:

Michael Baker International: John V. Walsh Date: 3.6.2019
Signature (Please Print Name)
Title: Vice President

City of Columbia:
By: Dana R. Higgins
Dana R. Higgins P.E., LEED AP, Director of Engineering

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

By: Sandra A. Wright
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # WM4400
S-707 (Patterson Road) & S-70 (Caroline Road) Sidewalks
From US 378 to SC 262
Richland County

The services performed as a part of this Contract Modification include providing Field Surveys and Utility Mapping necessary to supplement information missing from the data previously provided for the water main relocation project in association with the sidewalk improvement project. The scope of this work is assumed to include the survey and utility mapping of approximately 2,600 linear feet of 16" water main along Patterson Road and approximately 1,200 linear feet of multiple water mains along Caroline Road. There appears to be an 8" gravity sewer main crossing Patterson Road at Trinity Drive and then running along Patterson Road ending at Mission Lane, as well as an 8" gravity sewer main crossing Patterson Road at Elm Tree Road. These sections of sewer do not appear to be in conflict with the project, but they will be surveyed to confirm whether they are or aren't in conflict. If it is determined that conflicts exist they will be discussed with the City to determine what appropriate action will be taken.

In general, (Consultant) will provide the following scope of services under this request for contract modification:

- Utility Mapping
- Surveying
- Subsurface Utility Engineering

TASK 300 – Survey and Utility Mapping

310 Field Survey

- Consultant shall utilize survey provided by the SCDOT as included in the sidewalk design plans and digital files. CITY agrees that consultant may rely on survey provided by the SCDOT (or the SCDOT's consultant). Consultant will supplement this survey with additional survey as needed for work required to be performed outside of the SCDOT's project limits.
- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83

- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 30 foot wide corridor of the proposed pipeline alignment for an estimated length of 2,400 feet along Patterson Road. The Consultant's surveyor will complete field surveying along a corridor of the proposed pipeline alignment for an estimated length of 1,200 feet along Caroline Road. This corridor shall be a minimum of 100 feet wide based on the centerline and shall have cross-sections every 25 feet. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified. Limits of survey shall be re-evaluated at the end of Task 200 for any necessary adjustments to length or width of survey needed outside of that provided by this scope.
- Locate both horizontally and vertically along the routes of each of the proposed water lines, exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees (with identification of size and type); and any other miscellaneous above ground structure or feature.
- Consultant shall (in areas where utility information is needed, but not provided by SCDOT) survey location of underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, sanitary sewer and telephone service lines. It will be the responsibility of the Consultant's surveyor

to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating underground utilities.

- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a corridor as previously noted. Where the water main is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase.
- From the survey data, the surveyor shall prepare final Microstation electronic files in SCDOT format to match the data provided by the SCDOT. Files shall include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare easement descriptions for required permanent easements necessary to construct the proposed relocations. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Service is based on preparing 10 easement exhibits. One round of edits is included for any exhibit; additional edits may require additional services. An amendment will be issued if additional easement exhibits are required. (each additional exhibit will be \$1,200.00).

330 Utility Mapping

- The Consultant will utilize Subsurface Utility Engineering (SUE) data provided by the SCDOT. CITY agrees that consultant may rely upon this information.

- The Consultant will utilize IPW for SUE services to provide additional Level A utility information along the route of the project to determine utility facility elevations where the SCDOT has not collected this information.
- Up to Six (14) additional test holes shall be included in the cost of the project. The total of Fourteen (14) locations will assume Eight (8) test holes in roadway pavement and Six (6) test holes in grassed areas. It is further assumed that traffic control will be required for the Eight (8) test holes in roadway pavement.
- The Consultant will survey the locations of the Level A test holes and provide that information to Michael Baker International for use in their work.
- The CITY will be charged on an "each" basis for test holes; the cost depending on whether the test hole is in pavement or in grass and if traffic control is required.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # WM4400
Patterson Road at Caroline Road
Sidewalk Improvement

Compensation for additional services provided under Tasks 300 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$53,127.91, all of which are hourly tasks. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

		Water, CIP # WM4400			
Task	Description	Hours	Subconsults	Total	Billing Type
Task 100	Evaluation and Design Phase Administration			\$0.00	LS
Task 200	Prelim Planning, Investigation, Eng & Alt Anal			\$0.00	LS
Task 300	Survey and Utility Mapping	30	\$49,137.91	\$3,990.00	HR
Task 320	Easement Exhibits			\$0.00	EA
Task 400	Geotechnical Investigation			\$0.00	LS
Task 500	Final Design			\$0.00	LS
Task 600	Permits and Property			\$0.00	LS
Task 700	Bidding and Award	0		\$0.00	HR
Task 800	Engineering Services During Construction	0		\$0.00	HR
Task 1000	Project Closeout	0		\$0.00	HR
	Total of Contract			\$53,127.91	
	% of Contract to Subconsultants			\$49,137.91	
	% of Contract to Protégé		0	\$0.00	

ATTACHMENT
Page 1 of 1

City of Columbia
S-707 (Patterson Road) & S-70 (Caroline Road) Sidewalks

CIP NO. - WM4400

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
IPW Construction Group, LLC 7623 Dorchester Road North Charleston, SC 29418	Hart Weatherford 843-308-0524	MBE	Survey / SUE	\$49,137.91





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Change Order #1 for Project WM4383; Water Main Construction at South Beltline Boulevard and Gills Creek, as requested by Columbia Water. Award to North American Pipeline Management, a DBE(W) in an amount not to exceed \$75,460.00. This firm is located in Marietta, GA.

REQUISITION NO.: R187751

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 2539999-638400 FEMA 2015 October Flood Recovery/FEMA Grants Control. The revised budget amount is \$622,830.00.

BUSINESS PROGRAM: Female Business Enterprise

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

This is a FEMA DR-4241 project.

The original budgeted and awarded amount is \$547,370.00. However, additional funding in the amount of \$75,460.00 is respectfully requested to fulfill the balance of this change order and close the project.

With approval of the subject change order increase for \$75,460.00, the revised awarded contract amount will be \$622,830.00.

The original contract has sub-contractor services provided at \$82,550.00 (19%) of the contract value.

ATTACHMENTS:

- **#a:** CO# 1 Final WM4383 - Water Main Construction at S. Beltline & Gills Ck. FEMA Proj. P173502 (PDF)
- **#b:** Site Map - WM4383 S. Beltline & Gills Ck. (PDF)

 CITY OF COLUMBIA PROCUREMENT & CONTRACTS ***For Internal Use Only	Contract Number:	
	Procurement Officer:	
	Phone:	803.545.3470
	E-Mail Address:	
	Address:	1800 Main St., 2nd Floor Columbia, SC 29201

PO Change/Modification Order Form

Routing Date: 01 / 28 / 2019

Form must be completed for all requested
changes/modifications greater than
\$100.00.

DESCRIPTION: WM4383 - Beltline Waterline FEMA Increase

DEPARTMENT NAME AND REQUESTOR: Andrea Bolling/ Engineering

CONTRACTOR'S NAME AND ADDRESS: North American Pipeline

PURCHASE ORDER NUMBER (if applicable): P173502 CHANGE ORDER # 1

TYPE OF CHANGE (check all applicable boxes):

- ☒ Purchase Order Increase
☐ Purchase Order Decrease
☐ Change to Contract Scope of Work
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☐ Other Change

Brief Explanation/Justification: Additional funds required for project completion.

Requested Amount of **Increase/Decrease**: \$ 75,460 Current PO amount/total: \$ 547,370.00

Accounting Information on Original PO: ORG 2539999 OBJ 638400 (Required)

Funding/Account Info for Change Order: ORG Same OBJ Same (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$100.01 - \$5,000):

Recommended for Approval: [Signature] Log Administrator
(Signature) (Title)

Assistant City Manager Approval (\$5,000.01 - 25,000):

Recommended for Approval: [Signature] 1/31/19
(Signature) (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: [Signature] City Manager Approval Needed: 2/18/19 APPROVED AS TO FORM
 Recommended for Approval: (Signature) (Date)

City Manager Approval:

Recommended for Approval: _____
 (Signature) (Date)

Legal Department City of Columbia, SC

All change orders over \$50,000.01 must be approved by City Council Date approved City Council _____

A copy of the final City Council minutes must be maintained with the purchasing file.

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

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: NORTH AMERICAN PIPELINE MANAGEMENT INC
PO BOX 683638
ATTN: BJ LEIPPRANDT
MARIETTA, GA 30067

FAX# (678) 820-3991

DELIVER ITEMS TO:

ENGINEERING
1136 WASHINGTON STREET, 7TH FLOOR
COLUMBIA, SC 29201

PURCHASE ORDER

P.O. NUMBER	P173502
DATE	08/29/18
VENDOR I.D.	V014991
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R187751
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 1 of 1

BRANDON.LEIPPRANDT@NAPMINC.COM

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	ALL PRICES SPECIFICATIONS, TERMS AND CONDITIONS PER CITY OF COLUMBIA BID044-17-18-DS				
001	WM438302- 18" Water Main Replacement at Gills Creek/ South Carolina Severe Storms and Flood DR-4241/ DR-3373 October 2015	437,895	EA	1.00	437,895.00
002	Contingency POC Celeste Daise 803-545-3244 By acceptance of this Purchase order, the vendor/contractor/consultant agrees to abide by all applicable governing terms and conditions posted at www.columbiasc.net/purchasing/rules-regulations. Department of Procurement & Contracts Phone: 803-545-3470 procurement@columbiasc.net	109,475	EA	1.00	109,475.00
				SALES TAX	0.00
				TOTAL	547,370.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Shannon Ligenza



CIP # WM4383

**Water Main Construction at S. Beltline Blvd and Gills
Creek. FEMA SC Severe Storms and Flooding 2015
DR4211/DR3373
Change Order # 1 (FINAL)**

December 17, 2018

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and North American Pipeline Management, Inc. (Contractor) is requested in order to close out contract.

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

Reason for change: This change order is the Add/Deduct to finalize the subject project. Field review found additional found changes necessary to completed project scope. Final quantities are based on quantities as installed by the Contractor.

Additions

2	Additional 20" pipe to clear bottom of creek.	84	LF	\$745.00	\$62,580.00
2b	Increase (adder) in Pipe Size from 20" to 24"	395	LF	\$149.00	\$58,855.00
5b	Upsize 20" Adapter to 24" Adapter	2	EA	\$800.00	\$1,600.00
13	18" mechanical Line Stop	1	LS	\$23,000.00	\$23,000.00
14	18" manual Line Stop	1	LS	\$12,000.00	\$12,000.00
15	18" x 12" Flush Assmbly	1	LS	\$39,300.00	\$39,300.00

TOTAL ADDITIONS: \$ 197,335.00

Deducts

8	In place Abandonment of Existing Water Main: Cut and Cap w/ flowable Fill Existing 18" Water main (both sides)	-1	EA	\$12,400.00	(\$12,400.00)
---	--	----	----	-------------	---------------

TOTAL DEDUCTS: (\$12,400.00)

Total Change: (Addition) \$ 184,935.00

Contingency (Not part of Contract) \$ 109,475.00
 New funding requirement \$ 75,460.00

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total:	\$109,475.00
Previous change orders:	\$0.00
This change (Addition):	\$109,475.00
Revised Owner's Contingency Allowance:	\$0.00

Proposed Change and Basis for Payment

Original contract price:	\$437,895.00
Previous change orders:	\$0.00
This change: (Addition)	\$184,935.00
Revised contract price:	\$622,830.00

Contractual Completion Date:

Notice to Proceed: September 5, 2018

Scheduled Completion Date: January 2, 2019

Revised Completion Date: February 1, 2019

This Change is Acceptable:

North American Pipeline Management, Inc.

By: 
 Dorelly A. Herford Title: Owner

Recommended for Approval: N/A Utility Construction Inspector
 Alan Cockrell

Recommended for Approval:  Sr. Utility Construction Inspector
 Jeff Jeffers

Recommend for Approval:  Asst. City Engineer for Engineer Const.
 Michael F. Sheu, P.E.

Approval of Change: _____ City Manager
 Ms. Teresa Wilson



PROPOSAL

Date: 8/17/2018
To:
Project: Water Main Construction at S. Beltline Blvd & Gills Creek (WMM383)
Owner: City of Columbia, SC
Re: Increase Pipe Dia. from 20in to 24in and additional footage

Certified
 Georgia UC License UC301664
 North Carolina GC License 70877
 South Carolina GC License G116108

We are pleased to provide the following pricing for the subject project.
 Thank you for the opportunity.

Please contact us at 404.606.7987 if you have any questions or require additional information.

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE	NOTES
2	Additional 20" pipe to clear bottom of creek.	LF	84	\$ 745.00	\$ 62,580.00	
2b	Increase (adder) in Pipe Size from 20" to 24"	LF	395	\$ 149.00	\$ 58,855.00	
5b	Upsize 20" Adapter to 24" Adapter	EA	2	\$ 800.00	\$ 1,600.00	
TOTAL ESTIMATED ADDITIONAL WORK					\$ 123,035.00	

Stipulations

PROPOSED BY: NAPM, INC.

ACCEPTED BY:

Shannon Herford

8/17/2018

Date

Date



PROPOSAL

Date: 10/3/2018
To:
Project: Water Main Construction at S. Bellline Blvd & Gills Creek (WM4383)
Owner: City of Columbia, SC
Re: 18"x12" Flushing Assembly

Certified
Georgia UC License UC301664
North Carolina GC License 70877
South Carolina GC License G116108

We are pleased to provide the following pricing for the subject project.
 Thank you for the opportunity.

Please contact us at 404.606.7987 if you have any questions or require additional information.

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE	NOTES
1	Provide parts, equipment and labor to install 18"x12" flushing assembly as shown on attached detail. Includes two (2) reinforced concrete thrust collars.	LS	1	\$ 39,300.00	\$ 39,300.00	
TOTAL ESTIMATED ADDITIONAL WORK					\$ 39,300.00	

Stipulations

PROPOSED BY: NAPM, INC.

ACCEPTED BY:

10/3/2018

Shannon Herford

Date

Date



PROPOSAL

Date: 11/30/2018
 To:
 Project: Water Main Construction at S. Beltline Blvd & Gills Creek (WM4383)
 Owner: City of Columbia, SC
 Re: 18" Line Stops

Certified WBE, MBE, DBE
 Georgia UC License UC301664
 North Carolina GC License 70877
 South Carolina GC License G116108

We are pleased to provide the following pricing for the subject project.
 Thank you for the opportunity.

Please contact us at 404.606.7987 if you have any questions or require additional information.

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE	NOTES
1	Provide parts, equipment and labor to mechanically install 18" line stop plug, then install cap and concrete blocking on downtown side of Gills creek.	LS	1	\$ 23,000.00	\$ 23,000.00	
2	Provide parts, equipment and labor to manually install 18" line stop plug, then install cap and concrete blocking on parking lot side of Gills creek.	LS	1	\$ 12,000.00	\$ 12,000.00	
Note	Above items will be in lieu of Contract Item 8: In place Abandonment of Existing Water Main: Cut and Cap w/ flowable Fill Existing 18" Water main (both sides)					
TOTAL ESTIMATED ADDITIONAL WORK					\$ 35,000.00	

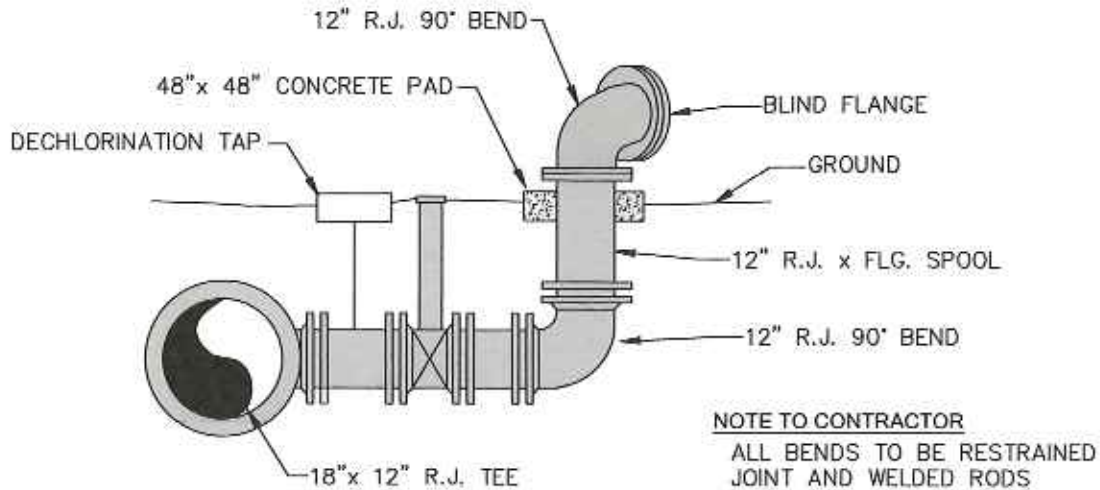
Stipulations

PROPOSED BY: NAPM, INC.

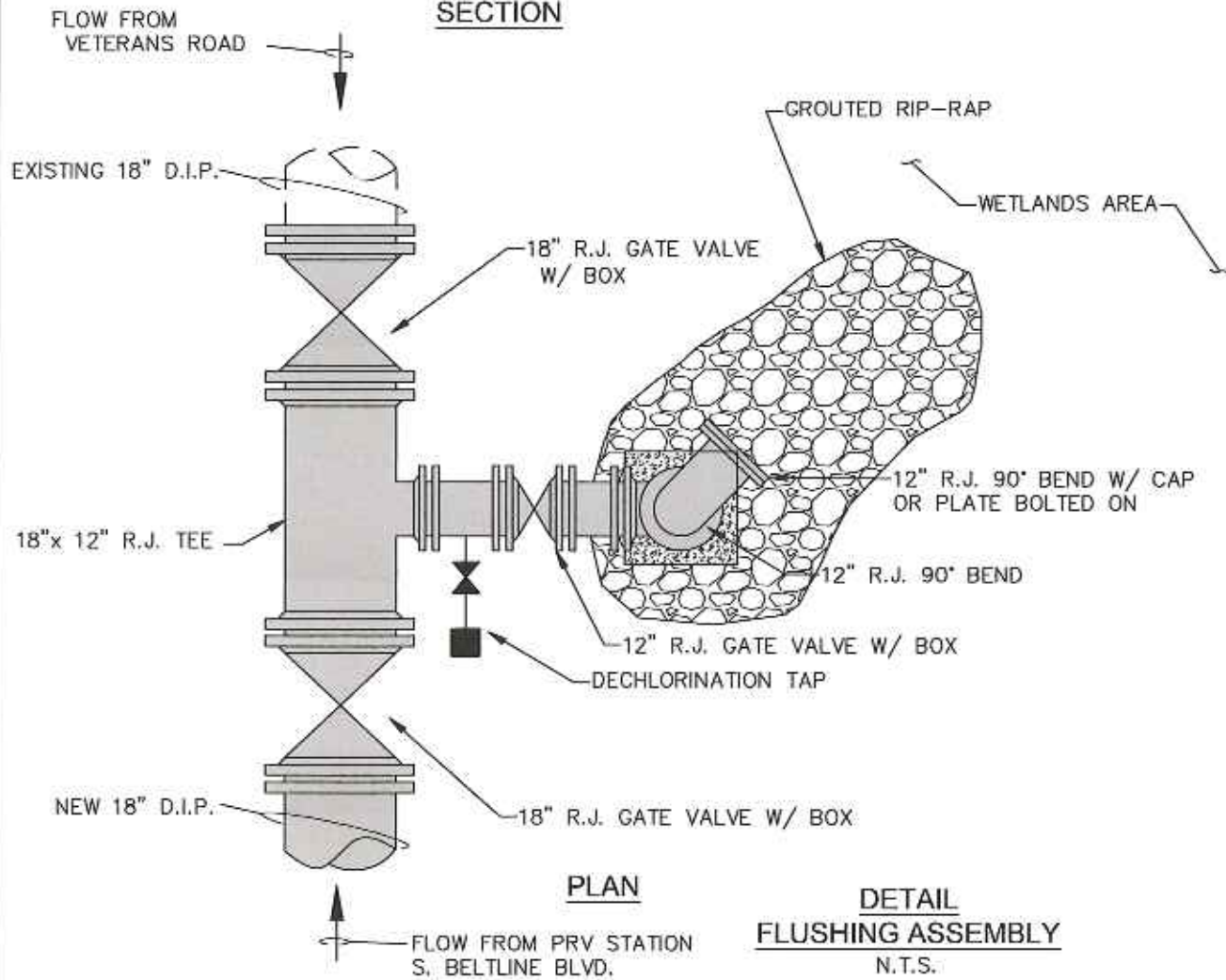
ACCEPTED BY:


 Shannon Herford 11/30/2018
 Date

Date



SECTION



DETAIL FLUSHING ASSEMBLY N.T.S.

TITLE DESCRIPTION

OP# WM4383
WATER MAIN REPAIR UNDER
GLIS CREEK NEAR
S. BELTLINE BLVD.

SHEET 1 OF 1

REVISION

NO.	DATE	INITIALS	DESCRIPTION
1	9-28-18	TJP	FLUSHING ASSEMBLY DETAIL



DATE:
9/28/2018

DRAWN BY:
TJP

CITY OF COLUMBIA

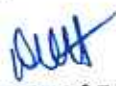
DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



Engineering Department
 1136 Washington Street | Columbia, SC 29201 | (803) 545-3400

Memorandum

To: *Jeanne Yacoub, PE*
Flood Recovery Project Manager

From: *Dana Higgins, PE* 
City Engineer/ Director of Engineering

Date: *January 31, 2019*

Subject: *Response to SCEMD and FEMA Questions on S. Beltline at Gills Creek Waterline Replacement (PW869)*

The purpose of this memo is to respond to SCEMD and FEMA questions about certain specific components of the repair for the damaged 18" waterline under Gills Creek during the flood in October 2015, and how these repairs were described in the repair contractor's pay application.

The City of Columbia completed the repair of the storm-damaged waterline in January 2019. The City's flood recovery consultant, Landmark Consulting, has since submitted Requests for Reimbursements on the project, and has received questions about the repairs, specifically raising concerns that the waterline and its features might be considered an Improved Project.

As the City's Engineer on this project, to the best of my knowledge, all work performed for this project was for repair and reinstallation of this critical waterline back into the City of Columbia's Water System per standard practices. As we discussed, the work that was performed was within the authorized PW scope of work to return the waterline to its pre-storm condition, function, and capacity, and does not qualify as an Improved Project. The questions and responses are as follows:

Question 1: Pipe size changed from the original scope.

Response: The existing 18" D.I. pipe has an internal diameter of 18". The closest available internal diameter pipe size to meet this standard for an HDPE pipe is a 24" diameter. This configuration will produce the closest match to the pre-flood system.



Engineering Department
1136 Washington Street | Columbia, SC 29201 | (803) 545-3400

Question 2: Additional footage was added to the overall length of the project.

Response: Yes, there was an additional 84LF added to the horizontal directional drill. This had to be added to accommodate for the reduced vertical deflection the 24" HDPE would allow. For the directional drill to be installed at an optimal depth below the creek bed, this pipe had to enter and exit at a further distance away from the creek banks.

Question 3: Addition of Flushing Assembly to the scope of project.

Response: The addition of a flushing assembly is a current standard practice by the City of Columbia's Water Department. Since this line has been dormant for over three years, the amount of line that has stagnated water could compromise this new installation. This flushing assembly was designed and installed to aid in required flushing procedures. Due to the location of this line in a low lying area and difficult to access, it is essential to have the flushing assembly installed on this new line. A flushing procedure will follow this construction to clean and disinfect the remaining line that has been lying inoperable for an extended period of time.

Watford, Lucas T (Trent)

From: Higgins, Dana R
Sent: Thursday, February 14, 2019 12:16 PM
To: 'Jeanne Yacoub'; Cassell, Eric V
Cc: Bolling, Andrea R; Porter, Toby J; Watford, Lucas T (Trent)
Subject: Beltline Waterline Line Stop

The original scope included a line item for abandonment of the existing 18" pipe. Once work began to abandon the line, it was noticed that the existing pipe was cracked and could not be abandoned by standard measures (cut/cap) as specified in the bid. The contractor had to install a mechanical line stop in order to prevent draining Gills Creek into the adjacent swamp. This is all necessary due to the crack in the pipe in Gills Creek and the fact that the pipe in the swamp was at a lower elevation. The manual line stop was installed in the parking lot, where the pipe elevation was higher. There was no concern with draining Gills Creek in the parking lot due to the elevations. Please let us know if you need anything further concerning the line stop. Other information will be forthcoming in a separate email. Thanks!



We Are Columbia

Dana R. Higgins, PE, LEED AP
Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
Dana.Higgins@ColumbiaSC.Gov
 Phone: (803) 545-3285
 Cell: (803) 351-2386

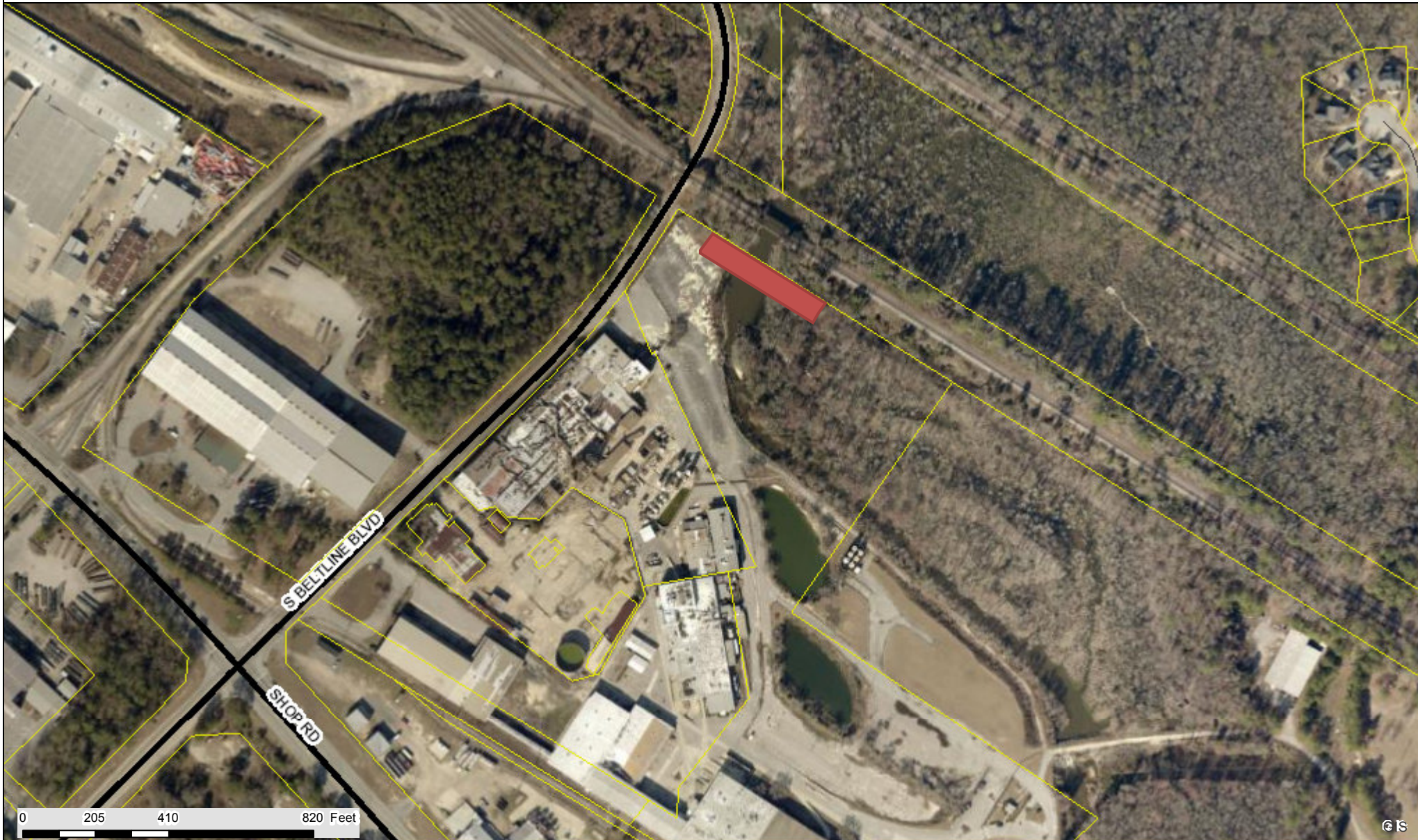
ColumbiaSCWater.Net
ColumbiaSC.Net



City of Columbia

Project Location S. Beltline & Gills Creek (WM4383)

Thursday, March 1, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for 6" Water Line Construction along Edgehill Road, Plumer Drive, and Oakridge Drive, as requested by Columbia Water. Award to DS Utilities Inc. in an amount not to exceed \$161,638.25, which includes contingency funding. This firm is located in Little Mountain, SC.

PURPOSE: This is a Mentor Protégé Program project. DS Utilities, Inc. of Little Mountain, SC is the Mentor and will be performing 8% (\$11,555.00) of the total contract value. Patriot Construction, Inc. of Columbia, SC is the Protégé and will be performing 92% (\$129,000.00) of the total contract value.

The following sub-consultant will provide additional services:

Fortiline Waterworks of Columbia, SC will provide materials/supplies to the Protégé valued at \$25,970.76. This amount is included in the Protégé's (Patriot Construction, Inc) portion (\$129,000.00) of the total contract value.

REQUISITION NO.: R193335

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-WM4438-658650. The original budgeted amount is \$211,250.00.

ORIGINAL BUDGET: \$211,250.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

There were seven (7) responsive and responsible bids received for this project under Bid#022-18-19-LAG.

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

Base Bid	\$ 140,555.00
Contingency	\$ 21,083.25
Total (Not to Exceed)	\$ 161,638.25

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** Engineer Recommendation (MSG)
- **#c:** Bid Tabulation (PDF)
- **#d:** Location Map (PDF)
- **#e:** Compliance Memo & MPP Imp. Plan (PDF)

CONTRACT

City of Columbia, South Carolina

CIP # WM4438

New 6" Water Line Construction along Edgehill Road, Plumer Drive, and Oakridge Drive

Bid # 022-18-19-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **DS Utilities Inc.** with legal address and principal place of business at **1644 Holy Trinity Church Rd. Little Mountain SC 29075**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Hundred Forty Thousand Five Hundred Fifty-Five Dollars and Zero Cents (\$140,555.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specification for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing, and Seeding", each a part the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Location Map.

9.2.9 Drawings, numbered 1 through 7, inclusive and dated 7/24/2018.

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

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

9.2.12 SCDOT Encroachment Permit.

ARTICLE 10. MISCELLANEOUS

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

10.2 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.

10.3 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.

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

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

DS Utilities Inc.

BY

[Signature]



Address for giving notices:

DS Utilities Inc.

1644 Holy Trinity Church Rd.

Little Mountain SC 29075

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

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

Moore, Erika

From: Winburn, David M
Sent: Monday, January 07, 2019 4:35 PM
To: Grice, Latisha A
Cc: Bolling, Andrea R
Subject: RE: BID #022-18-19-LAG New 6" Water Line Construction along Edgehill Road, Plumer Drive, & Oakridge Drive (WM4438)

After reviewing the bid analysis for WM4438 (New 6" Water Line Construction along Edgehill Road, Plumer Drive, & Oakridge Drive), the apparent low bidder is DS Utilities, Inc. in the amount of \$140,555.00. It is recommended that City Council accept the proposed bid and a \$21,083.25 contingency for a total cost of \$161,638.25. Please let me know if you have any questions or need additional information.

Thanks,, David Winburn



David Winburn
Senior Civil Engineer

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
David.Winburn@ColumbiaSC.gov
 Phone: (803) 376-3059
 Cell: (803) 429-8702

ColumbiaSC.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to David.Winburn@ColumbiaSC.gov**

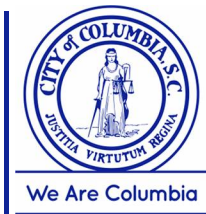
From: Grice, Latisha A
Sent: Monday, January 07, 2019 2:28 PM
To: Shaw, Jason
Subject: FW: BID #022-18-19-LAG New 6" Water Line Construction along Edgehill Road, Plumer Drive, & Oakridge Drive (WM4438)
Importance: High

Hi Jason,

I have not received a recommendation from you on this project. Please review.

Thanks

--Latisha



Latisha A. Grice, MPA

Bid Coordinator

Department of Procurement & Contracts

1800 Main St 2nd Fl., Columbia, SC 29201

Phone: 803-545-3469 Fax: 803-758-1013

Email: latisha.grice@columbiasc.gov

www.columbiasc.net

The best thing to hold onto in life is each other.

-- Audrey Hepburn

From: Grice, Latisha A

Sent: Monday, December 17, 2018 2:44 PM

To: Nelly, Juliet M <Juliet.Nelly@columbiasc.gov>; Shaw, Jason <Jason.Shaw@columbiasc.gov>

Subject: BID #022-18-19-LAG New 6" Water Line Construction along Edgehill Road, Plumer Drive, & Oakridge Drive (WM4438)

Greetings,

To: Compliance: Please see the attached documents for Bid 022-18-19-LAG for project compliance evaluation.

To: Project Manager: Please review Bid Analysis and submit a Letter of Recommendation of contractor for Council Agenda Approval. Please include the contractor's base amount, contingency and total.

Thank you in advance. Have A Wonderful Day!

--Latisha



Latisha A. Grice, MPA

Bid Coordinator

Department of Procurement & Contracts

1800 Main St 2nd Fl., Columbia, SC 29201

Phone: 803-545-3469 Fax: 803-758-1013

Email: latisha.grice@columbiasc.gov

www.columbiasc.net

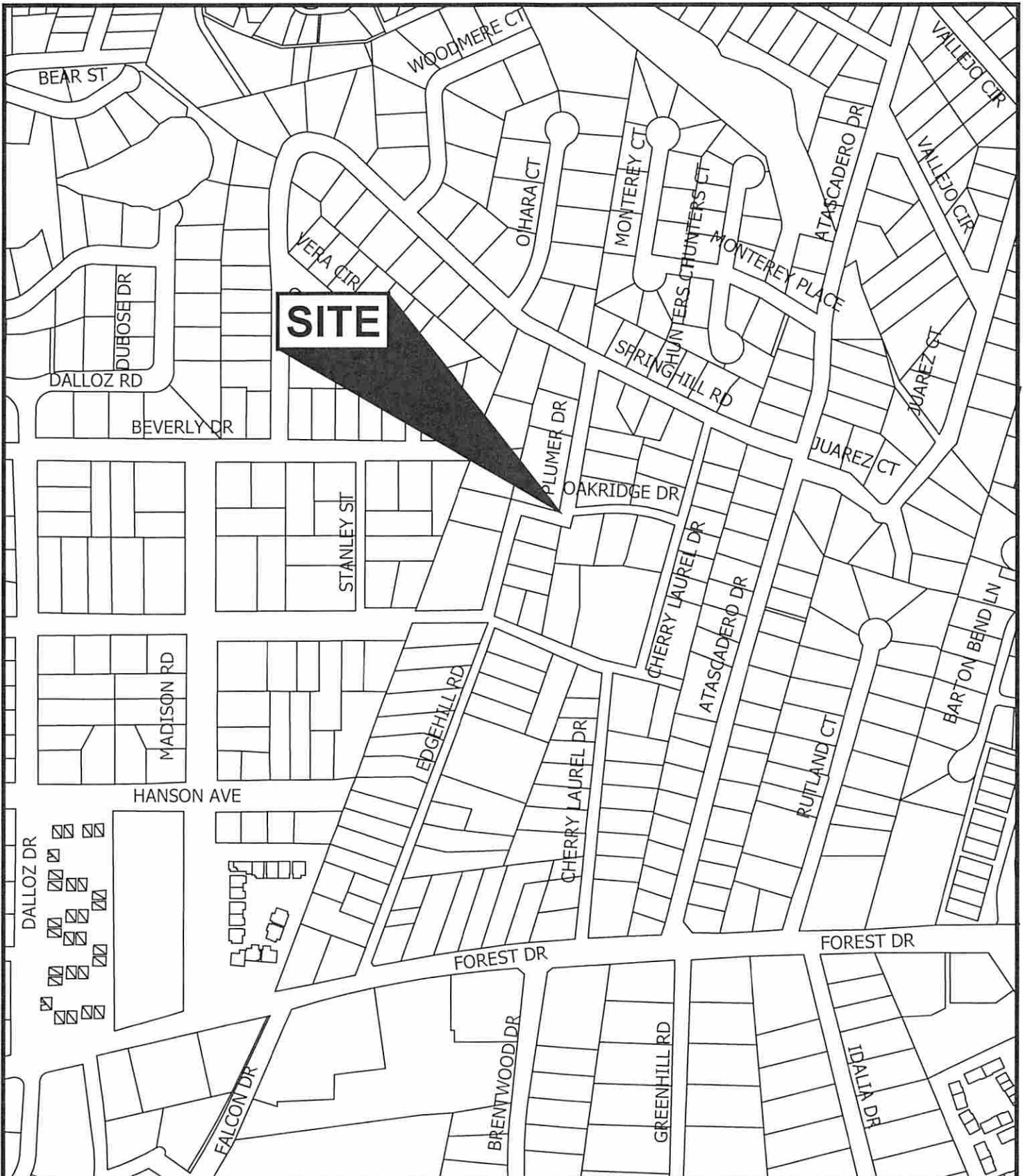
The best thing to hold onto in life is each other.

-- Audrey Hepburn

Event Number	BID022-18-19-DS	Organization	City of Columbia, SC
Event Title	6" Water Line Construction Along Edgehill Road	Workgroup	Purchasing
Event Description	A Pre Bid Meeting is scheduled for November 15, 2018 at 11:00 AM in the City of Columbia Conference Room.	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	11/16/2018 11:45:01 AM (ET)	Phone	
Close Date	12/13/2018 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
DS Utilities Inc	Little Mountain	SC	12/13/2018 01:13:32 PM (ET)	1	\$140,555.00
G H Smith Construction, Inc	Columbia	SC	12/13/2018 08:30:25 AM (ET)	1	\$164,690.00
Carolina Tap & Bore, Inc.	West Columbia	SC	12/13/2018 01:09:31 PM (ET)	1	\$186,000.00
Shady Grove Construction, LLC	Irmo	SC	12/13/2018 10:33:49 AM (ET)	1	\$192,200.00
Stutts & Williams, LLC	Lexington	SC	12/13/2018 11:32:17 AM (ET)	1	\$195,730.00
LAD Construction, LLC	Swansea	SC	12/13/2018 01:30:58 PM (ET)	1	\$201,575.00
North American Pipeline Management	Marietta	GA	12/13/2018 02:32:38 PM (ET)	1	\$213,083.00

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



LOCATION MAP

NEW 6" WATER MAIN
CONSTRUCTION
ALONG EDGEHILL RD, PLUMER
DR & OAKREDGE DR
CITY OF COLUMBIA SOUTH CAROLINA

400' 200' 0 400' 800'
1"=400'

DATE: 8-6-2018

PROJECT NO: WM4438





CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Specialist

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

DATE: January 11, 2019

SUBJECT: PROJECT: BID#022-18-19-LAG New 6" Water Line Construction Along Edgehill Road, Plumer Drive, and Oakridge Drive (MW4438)

Bids for this project were opened publicly at 3:00 p.m., December 13, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is DS Utilities of Little Mountain SC at \$140,555.00.

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

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

Thank You.

Review Approved:
Juliet Nelly Program Compliance Specialist

DATE: 01/14/19



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 12-12-18 Project Number: WM4438
Mentor: DS Utilities, Inc. Project Name: 6" Water Line Construction at
Protégé: Patriot Construction, Inc Duration of the Project: 90 Days
Project Contract Amount: 140,555 Protégé Amount: 129,000

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

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

The Mentor will be the Project Manager in coordination with the Protégé. The Protégé will construct the project and manage all materials and subs.

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

The Project will increase the experience of the protégé with the construction of the project, and working with the City of Columbia.

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

The project will give the protégé more experience with the direct dealing with the City inspectors and engineers.



CITY OF COLUMBIA

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

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

Mentor:

Provide Management for the Monthly Meetings, scheduling and Insurance and bonds.

Protégé:

Management of the construction and subcontractors and materials. Construct the project.

Subcontractors:

None

Special Arrangements:

none

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

a. Description of Mentor's responsibilities:

Management, Meetings and scheduling and billing

b. Description of Protégé's responsibilities on project:

Management of the construction, materials

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

Management, and scheduling.

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

3 months



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-9049 Fax: 803-545-4120

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The project will have monthly meetings scheduled around the 25th of the Month

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

Complete project on time and within budget provide the City with a quality product.

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

Monthly around the 25th of the month

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

Project will be invoiced monthly. Protégé will receive payment on his portion of the project when the mentor is paid by the City.



CITY OF COLUMBIA

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

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
None						

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

Protégé Contract Value: \$ 129,000

Percentage of Contract: 91 % (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

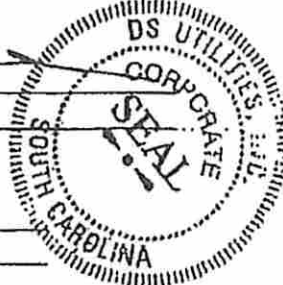
Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by DS Utilities, Inc. (Mentor Firm) this 10th day of December, 2018.
Corporate SEAL

By: C. W. [Signature]
Title: Project Manager



ATTEST:

By: [Signature]
Title: Office mgr

EXECUTED by Patriot Construction (Protégé Firm) this 10th day of December, 2018.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:

By: Joseph R. Morgan
Title: Office Manager



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 14 day of JANUARY, 2019.

By: [Signature]
Title: Compliance Specialist



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for the Colony North Pointe Baseball Field Renovation Project. Award to Hammer Construction, LLC in an amount not to exceed \$298,000.00, which includes contingency funding. Hammer Construction, LLC is a MBE(W) located in Columbia, SC.

REQUISITION NO.: R193931

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: General Capitol Project - Capitol Projects Cost - Colony North Recreation; 4039999-658650 - PK003801-658650. The original budget amount is \$298,000.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There was one responsive and responsible bid received for this project. The construction time allocated for this project provides that all work must be complete by May 31, 2019.

ATTACHMENTS:

- **#a:** Contract signed by Legal #050-19-19-BF (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** Compliance Review BID #50-17-08 BF Colony NorthPointe (PDF)
- **#d:** PM Recommendation for #050-18-19-BF ColonyNorth Pointe Baseball Field Renovation Project (PK003801) (PDF)

CONTRACT
City of Columbia, South Carolina

PK003801

Colony/North Pointe Baseball Field Renovation Project

Bid #050-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Hammer Construction, LLC** with legal address and principal place of business at **785 Hampton Creek Way, Columbia, SC 29209**, 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 Parks & Recreation.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be within a certain time frame from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated by **May 31, 2019**.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Seventy-Nine Thousand, Nine Hundred Forty-Nine Dollars and Zero Cents (\$279,949.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

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 the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS

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

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

9.2.1 Invitation to Bid.

9.2.2 Instructions to Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 Guidelines & Application Packet.

9.2.9 Section 32 92 00 – Turf & Grasses Specifications.

9.2.10 Drawings, numbered 1 through 5, inclusive and dated 12/4/2018.

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

ARTICLE 10. TERMINATION

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

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this

subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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 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

Owner

City of Columbia, SC

BY

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

[Signature]

Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 5

Event Number	050-18-19-BF	Organization	City of Columbia, SC
Event Title	Colony/North Pointe Baseball Field Renovat	Workgroup	Purchasing
Event Description	A Pre-Bid meeting is scheduled for March 6	Event Owner	Brenda Faison
Event Type	IFBs	Email	brenda.faison@columbiasc.gov
Issue Date	3/1/2019 04:20:23 PM (ET)	Phone	
Close Date	3/13/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Hammer Construction, LLC	Columbia	SC	3/13/2019 08:31:40 AM (ET)	1	\$279,949.00

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Specialist

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: March 14, 2019

PROJECT: BID #50-17-18-BF

Bids for this project were opened publicly at 10:00 a.m., March 13, 2019 in the second floor Conference Room, 1800 Main Street.

The apparent *responsive* low bidder is Hammer Construction, LLC at \$279,949.00.

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

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

Thank You.

Review Approved: _____

Juliet Nelly Compliance Specialist

DATE: _____

3/14/19



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SS7465; Lower Crane Creek Relief Sewer Phase 2, as requested by Columbia Water. Award to Black & Veatch, in the amount of \$236,360.00. This firm is located in Greenville, SC.

PURPOSE: This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Black & Veatch of Greenville, SC is the Mentor and will provide technical consulting support to the City for the Lower Crane Creek Relief Sewer Phase 2 Preliminary Engineering Report at 76.2 % (\$180,060.00) of the contract value. Highfill Infrastructure Engineering, P.C. of Columbia, SC is the Protégé and will provide project administration, data collection, utility coordination, and alternative analysis at 22.1 % (\$52,300.00) of the contract value.

The following sub-consultant will provide additional services:

Bunnell-Lammons Engineering, Inc., of Greenville, SC will provide services at 1.7% (\$4,000.00) of the contract value.

REQUISITION NO.: R195856

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-SS7465-658650 - The original budget amount is \$236,360.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical support for Lower Crane Creek Phase 2. The service being provided will encompass the following:

Task 100- Evaluation and Design Phase Administration

Task 200- Preliminary Planning, Investigation, Engineering and Alternative Analysis

Services to be performed will impact City Council District 1. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

Award Amount	\$236,360.00
Taxes	\$18,908.80
Total	\$255,268.00

ATTACHMENTS:

- **#a:** SS7465-Black & Veatch Corporation-Lower Crane Creek Relief Sewer Phase 2 (PDF)
- **#b:** SS7465 Lower Crane Creek Phase 2 Location Map (PDF)

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-MMJ Major Minor Waste Water Collection System.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Consultant"), to provide technical consulting support to the City for the Lower Crane Creek Relief Sewer Phase 2 Preliminary Engineering Report (PER) Project. For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:
2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed* for an initial term six (6) months.

The decision whether to extend the Agreement, upon written request, shall be the

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Thirty-Six Thousand, Three Hundred Sixty Dollars and No/100 (\$236,360.00).

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

- C. Invoicing Procedure: See Exhibit F

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

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

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

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

including Subcontract values and the date and amount of the last payment to such Subconsultants(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) Enter if Non-applicable – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 22.1%.

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

8. **INDEMNIFICATION & INSURANCE**

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultants similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultants of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured except for Worker's Comp and Professional Liability*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses,

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

liabilities, expenses, and all claims for damages to the extent caused by the negligence of Consultant, its Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall be limited to, civil fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

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

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

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

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

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

City of Columbia

Name: Department of Procurement & Contracts

Title: Purchasing Agent

Address: 1800 Main Street, 2nd Floor

Columbia, SC 29201

Phone: (803) 545-3470

Email: procurement@columbiasc.gov

Black & Veatch Corporation

Name: Robert Osborne

Address: 201 Brookfield Pkwy, Suite 150
Greenville, SC 29607

Phone: (864) 643-9164

Email: OsborneRR@BV.com

16. **CONSENT DECREE**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

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

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

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

The City may, in its discretion, amend this Agreement to conform with

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

**Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465**

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, 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 Engineer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.

- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- O. Consultant shall not be responsible for: (1) construction means, methods, techniques, sequence, procedures, or safety precautions and programs in connection with the project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Consultant to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.
- P. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet project schedules, Consultant's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualification as a professional Consultant. Consultant does not guarantee that proposals, bids, or actual project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.

Black & Veatch Corporation
Lower Crane Creek Relief Sewer Phase 2 – SS7465

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness
Teresa Wilson, City Manager
Date: _____

William J. Wells
Associate Vice Pres.
Print: Name/Title
BLACK & VEATCH CORPORATION
Signature
Date: 2/21/19

Recommended by:

Joseph D. Jaco, P.E., Director of Utility Operations

Clint Shealy, P.E., Assistant City Manager for Columbia Water

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

M:Drive/Black&Veatch 2018.LowerCraneCreekReliefSewerPhase2 SS7465

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBITS FOR SS7465

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A**SCOPE OF SERVICES**

**City of Columbia
CIP # SS7465
Lower Crane Creek Relief Sewer Phase 2 –
Preliminary Engineering Report**

The engineering work performed for this Scope of Services will provide technical consulting support to the City of Columbia (CITY) for the Lower Crane Creek Relief Sewer Phase 2 Preliminary Engineering Report (PER) Project, including review of all available data, preparation and evaluation of alternatives, development of a recommended plan, and preparation of a PER. Final design and construction services will not be authorized under this contract but may be authorized separately as an amendment at a later date.

The project scope consists of preliminary engineering services for the installation of approximately 8,000 LF of 54-inch gravity sewer and 13,500 LF of 48-inch gravity sewer, beginning at manhole 19145MH near Monticello Road and ending at the North Columbia PS. The project will provide additional capacity relief for the existing Lower Crane Creek 48-inch and 54-inch gravity sewer. The PER will include evaluation and recommendations for the rehabilitation of approximately 850 LF of the existing 48-inch trunk sewer north of the North Columbia PS. The PER will also include evaluation and recommendations to remove and replace existing sewer lines with larger piping. Additionally, as part of the PER study, the Consultant will perform a Phase 1 Environmental Site Assessment (ESA) for the entire alignment of the existing sewer and incorporate any findings into the analyses of alternatives. Also, based on the findings of the Phase 1 ESA the Consultant shall make recommendations regarding any further environmental studies / investigations that might be required for the final design and construction.

The intent of the proposed new sewer is to provide additional capacity to handle anticipated flows for the Lower Crane Creek system for modeled build-out conditions (beyond year 2040). The system model proposes that the new 54-inch and 48-inch diameter line will serve as parallel relief for needed capacity for the existing gravity main. This PER is intended for the Consultant to collect all appropriate data, evaluate and make recommendations for relief sewer alignment, and determine means/method and location for existing-to-new line cross connections. The relief sewer system will be designed to divert and convey average daily dry-weather flows as well as peak flows during storm events, and be capable of bypassing sections of the primary trunk sewer main when needed for maintenance. The Consultant shall collect and evaluate all pertinent data and make recommendations that consider (at a minimum but not limited to); property ownership and R/W issues; existing utilities, environmental concerns; pipeline materials; means/method for installation; estimated construction costs, and permitting conditions.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the relief sewer, confirm capacity needs, identify issues, and

present the recommendations for final design as part of a PER. Final design, bidding, and construction phase services may be provided under a separate agreement.

In general, Black & Veatch (Consultant) will provide the following scope of services:

- Evaluation of relief sewer operation and alignment alternatives.
- Condition assessment of approximately 850 lf of existing sewer using CCTV provided to Black & Veatch.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering, P.C. as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through 200, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 200. The Consultant will issue meeting minutes for each meeting. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Consultant will mail City standard flyers (or attached door hangers) to potentially affected property owners at least 48 hours prior to necessary access for the project. Information regarding the purpose of the access will be included.
- Communicate with individual property owners as needed.
- It is anticipated that a public meeting will not be required for the project PER phase of work.

150 Mentor-Protégé Program

Consultant and Highfill Infrastructure Engineering, P.C. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Highfill Infrastructure Engineering, P.C.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

Task 100 Deliverables:

- Monthly Progress Reports
- Monthly Invoices
- Meeting Minutes of Review Meetings
- Report Form for Mentor-Protégé Program

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

PER shall be prepared with descriptions of all work to be completed including alternative evaluations for alignment of a new relief sewer, condition assessment of existing lines and recommendations for final design. The PER shall include identification/description of all alternatives, related issues of concern, each alternative's costs, and presentation of the recommended plans and schedule for final design.

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT maps for road and street right-of-way information.

- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.
 - Consultant's Environmental Subconsultant will evaluate the site for recognized environmental conditions (RECs) that may impact the construction Project. A Phase I Environmental Site Assessment (ESA) is recommended to provide an independent, professional opinion regarding recognized environmental conditions (RECs) as defined by ASTM, along the alignment. The Phase I ESA will consist of a review of the following:
 - Readily available information regarding general geology and topography of the site, local groundwater conditions, sources of water, power, and sewer, and proximity to ecologically sensitive receptors.
 - An investigation of the historical uses of the site through reasonably ascertainable ASTM Standard Historical Sources (aerial photography, fire insurance maps, property tax records, USGS maps, local directories, building department records and zoning/land use records).
 - A review of environmental records available from the City, site owner or site contacts including regulatory agency reports, permits, registrations, and consultant reports for evidence of RECs and Activity and Land Use Limitations.
 - A review of a commercial database summary of ASTM Standard Federal, State, and regulatory agency records pertinent to the site or adjacent facilities.
 - A reconnaissance of the site for visual evidence of RECs on the site and adjacent sites (viewed from the site or public rights-of-way).
 - No environmental testing is included in this scope of services.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with a route alternative analysis including the following alternatives for:
 - Installing the new relief gravity sewer line within or adjacent to the existing gravity sewer line easement (same general alignment as the existing line).
 - Installing the new relief gravity sewer line along a different alignment than the existing gravity sewer line.
 - Installing the new relief gravity line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.
 - Evaluation of the existing gravity sewer line to determine if removing/replacing portions of the existing gravity sewer line with upsized lines is advantageous, where practical.
 - Evaluation of suitable pipe materials, manholes, and manhole coatings for both the additional capacity related line work and the rehabilitation work for existing lines.
 - In addition to the new gravity relief sewer, Consultant will also review City-provided CCTV for approximately 850 linear feet of existing gravity sewer segments identified by the City to determine the type and extent of rehabilitation required, if any.

230 Preliminary Agency Coordination

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and project impacts.

240 Preliminary Utility Mapping

- Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide hydraulic model output from the City's hydraulic modeling consultant (Hazen & Sawyer) to support the sizing of the proposed gravity relief sewer design, sizing and method of relief sewer control structures, and the adequate capacity of the downstream system components. The model output will be in Microsoft Excel format and consist of the following information for each pipe segment of the existing sewer along the 21,500-foot project alignment:
 - Existing pipe size, slope, and capacity.
 - Average Daily Flow (ADF) flow rate, depth of flow, and velocity for current modeled year, 2020, and build-out.
 - Design peak event flow rate, depth of flow, and velocity for current modeled year, 2020, and build-out.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, system hydraulics, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Design criteria for the number, preliminary location, and capacity for relief sewer control structures.
- Consultant will develop alternatives for the new relief sewer in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost for each evaluated alternative.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a draft (50%) PER progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution. It is assumed this meeting will be conducted as part of monthly progress meeting as described in Task 110.
 - Consultant will convene a pre-final (90%) PER/alternatives analysis meeting with the CITY to present the results of the study and solicit feedback on the recommended alternative. It is assumed this meeting will be conducted as part of monthly progress meeting as described in Task 110.

280 Preliminary Alternative Analysis and Preliminary Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment, and relief control structure recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

Task 200 Deliverables:

- Draft, Pre-Final, and Final Preliminary Engineering Reports
 - Design Criteria and Final Alignment
 - Alternative Analysis
 - Preliminary Opinion of Probable Cost
 - Updated Project Schedule

TASK 300 – Survey and Utility Mapping

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 400 – Geotechnical Investigation

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 500 – Final Design

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 600 – Permits and Property

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 700 – Bidding and Award

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 800 – Engineering Services During Construction

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 900 – Full Time Construction Inspection

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1000 – Project Closeout

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1100 – Additional Services

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide all data, reports, drawings, and other information regarding existing facilities associated with or adjacent to the project.
- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Payment for permitting and other local fees that may arise from the work completed as part of this Agreement will not be paid by the Owner.
- Provide available data as requested in the agreement.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SS7465
Lower Crane Creek Relief Sewer Phase 2

Compensation for services provided under Tasks 110 through 150 and, Tasks 210 through 280 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$236,360.00, all lump sum tasks.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours	Subconsultants	Total
110	General Project Administration	112	\$2,800.00	\$24,280.00
120	Coordination Meetings	96	\$5,000.00	\$26,800.00
130	Project Management & Coordination with City	0	\$0.00	\$0.00
140	Public Outreach	13	\$1,000.00	\$4,100.00
150	Mentor-Protégé Program	10	\$3,000.00	\$4,880.00
210	General Data Collection, Field Recon, and Coordination	148	\$19,000.00	\$37,680.00
220	Alternative Analysis and Route Selection	222	\$1,000.00	\$31,400.00
230	Preliminary Agency Coordination	26	\$3,500.00	\$7,940.00
240	Preliminary Utility Coordination	26	\$2,600.00	\$7,040.00
250	Design Criteria	194	\$5,000.00	\$33,700.00
260	Opinion of Probable Construction Cost and Schedule	46	\$7,400.00	\$14,920.00
270	Preliminary Design Reviews	102	\$3,000.00	\$21,140.00
280	Preliminary Alternative Analysis and PER	142	\$3,000.00	\$22,480.00
	Total of Contract		\$56,300.00	\$236,360.00
	% of Contract to Subconsultants		23.8%	
	% of Contract to Protégé		22.1%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Exhibit C



Exhibit D

City of Columbia
CIP # SS7465

Lower Crane Creek Relief Sewer Phase 2**SUBCONSULTANT FIRM INFORMATION RECORDS**

The Engineer shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Highfill Infrastructure Engineering, PC	Ray Cox, P.E. 910-233-8095	NON-MBE/WBE/SBE	Project Admin; Data Collection; Agency/Utility Coordination; Alternative Analysis	\$52,300.00
Bunnell-Lammons Engineering, Inc.	Bill Mathews, P.E. 864-288-1265	NON-MBE/WBE/SBE	Environmental Site Assessment	\$4000.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/19/2018 Project Number: SS7465
Mentor: Black & Veatch Project Name: Lower Crane Creek Phase 2
Protégé: Highfill Infrastructure Engineering, PC Duration of the Project: 6 - months
Project Contract Amount: \$236,360.00 Protégé Amount: \$52,300.00

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

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

A formal subconsultant agreement will be signed between Black & Veatch and Highfill Infrastructure Engineering, PC (HIE) clearly defining the scope of work HIE is to provide including the contract amount and schedule. HIE's role in the project will be to primarily provide project administration, data collection, regulatory review, utility coordination, and alternative analysis services. A design kickoff meeting will be scheduled.

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

This phase of the project is conceptual but will provide an opportunity for the protégé to have a roll in project management and a roll in the technical evaluation of design alternatives. Both areas are identified as general goals for growth.

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

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.



CITY OF COLUMBIA

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

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

Mentor:

Key personnel includes Rob Osborne, P.E. (Proj Manager), David Hart, P.E./Don Franklin, P.E. (Eng Manager), Chad Walters, P.E. (Proj Eng), and Barsha Neupane (Staff Eng). B&V has the equip/mat/insurance required.

Protégé:

Key personnel includes Ray Cox, P.E. and Laura Styles, P.E. HIE has the equip/mat/insurance required.

Subcontractors:

Key personnel includes Bill Mathews, P.E. BLE has the equip/mat/insurance required.

Special Arrangements:

None required.

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

a. Description of Mentor's responsibilities:

Project administration; data collection; field reconnaissance; alternative analysis; provide technical assistance during public outreach meetings; establish design criteria for each gravity sewer alternative identified in the alternative analysis report; and provide a preliminary engineering report (PER) for the gravity sewer.

b. Description of Protégé's responsibilities on project:

Assist with project administration; data collection; field reconnaissance; regulatory review; utility coordination; and alternative analysis for the new gravity sewer.

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

Preparation of a complete alternative analysis report for determining which gravity sewer alignment the City would like to move forward into design.

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

Protégé will be utilized in all phases of the project. Anticipated duration of the project is six (6) months.



CITY OF COLUMBIA

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

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Review progress for each deliverable with project meetings and calls during all phases of the project. Complete quarterly M-P reports.

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

Deliver final alternative analysis report and PER on-time and on budget.
Gain experience providing technical evaluation of design alternatives.

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

Project meetings with design team will include:
Kickoff meeting; project review meetings; and conference calls to discuss coordination of tasks on a regular basis as needed to meet schedule.

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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable.

Invoice and payments to be made on a monthly basis.



CITY OF COLUMBIA

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

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Bunnell-Lammons Engineering, Inc.	8642881265	6004 Ponders Court, Greenville 29615	B&V	\$4,000	NA	1.6%

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

Protégé Contract Value: \$52,300.00

Percentage of Contract: 22.1% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

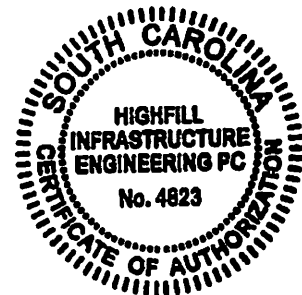
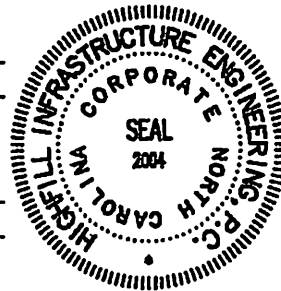
EXECUTED by Black & Veatch Corp (Mentor Firm) this 19th day of November, 2018.
Corporate SEAL

By: W. J. Walker
Title: Associate Vice President

ATTEST: Chad Walker
By: _____
Title: Project Engineer

EXECUTED by HIGHFILL (Protégé Firm) this 19th day of November, 2018.
Corporate SEAL
By: _____
Title: Vice President

ATTEST: _____
By: _____
Title: Engineering Intern (EI)



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26 day of NOVEMBER, 2018.

By: Justin M. Kelly
Title: Compliance Specialist

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

Black & Veatch
Lower Crane Creek Relief Sewer Phase 2 – SS7465
Exhibit F
Page 2 of 2

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

1. ___ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ___ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ___ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ___ There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

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

 Company Name

 Signature

 Print Name

Date: _____

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

 Notary Public



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

- Starting Manhole
- PS Sewer Pump Stations
- Sewer Force Mains
- Major Gravity Mains ($\geq 15"$)
- SS7465



1 inch = 0.5 miles

0 0.25 0.5 0.75
Miles

SS7465 Lower Crane Creek Relief Sewer Phase II

Prepared For: Packet Pg. 274



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Asbestos Abatement, Demolition, and Air Monitoring Services for Thirty-one (31) Properties, as requested by the Police Department. Award to Corley Construction, LLC, a MBE, in an amount not to exceed \$267,440.72. Corley Construction, LLC is located in Columbia, SC.

PURPOSE: The following sub-contractor will provide additional services:

B&B Construction, of Sumter, SC will be providing air monitoring services at \$350.00 per day per property.

REQUISITION NO.: R196015

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 205999-636600 JL-9227000019 - This project is being funded by CDBG funds. The original budget amount \$267,440.72.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There were three (3) responsive and responsible bids received for this project.

The total construction time allocated for this project is thirty (30) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

ATTACHMENTS:

- **#a:** Contract signed by Legal 049-18-19-BF (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** RE BID #049-18-19-BF Recommendation (MSG)

CONTRACT

City of Columbia, South Carolina

Asbestos Abatement, Demolition and Air Monitoring Services

Bid #049-18-19-BF

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Corley Construction, LLC** with legal address and principal place of business at **7462 Fairfield Road, Columbia, SC 29203**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by The City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **thirty (30)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Sixty-Seven Thousand, Four Hundred Forty Dollars and Seventy-Two Cents (\$267,440.72)**.

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 **Two Hundred and Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 14 Instructions to Bidders, Part 15 General Specifications, all of the City of Columbia's Engineering Regulations.

9.2.7 Conditions of Federal Funding & Federal Labor Standards Provisions for Contractors.

9.2.8 DHEC Standards for Asbestos Projects Regulation 61-86.6.

9.2.9 SCDHEC Renovation and Demolition Guidelines

9.2.10 SUMMIT AHERA/NESHAP Asbestos Inspection Reports District 1 thru District 5.

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

ARTICLE 10. TERMINATION

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

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this

subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

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

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

Event Number	049-18-19-BF	Organization	City of Columbia, SC
Event Title	Asbestos Abatement Demolition and Air Monitoring	Workgroup	Purchasing
Event Description	This solicitation has been designed as a CDE	Event Owner	Brenda Faison
Event Type	IFBs	Email	brenda.faison@columbiasc.gov
Issue Date	2/27/2019 05:14:10 PM (ET)	Phone	
Close Date	3/6/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Eastern Environmental, Inc.	Hampstead	NC	3/4/2019 11:30:11 AM (ET)	1	\$519,826.00
Corley Construction, LLC	Irmo	SC	3/6/2019 09:58:30 AM (ET)	1	\$254,725.50
Carolina Wrecking, Inc.	Columbia	SC	3/6/2019 09:25:07 AM (ET)	1	\$480,255.00

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

The above amounts do not include the air monitoring services

Eastern Environment, Inc.	\$500.00 per day/per property
Corley Construction, LLC	\$420.00 per day/per property
Carolina Wrecking, Inc.	\$480.00 per day/per property

Moore, Erika

From: Hatcher, David
Sent: Thursday, March 07, 2019 3:37 PM
To: Faison, Brenda L; Rodriguez, Andelyn D; Nelly, Juliet M; Bristow, Dollie
Cc: Porth, Gary B; Wright, Sandra A
Subject: RE: BID #049-18-19-BF Asbestos Abatement, Demolition and Air Monitoring Services
Attachments: Bid Tabulation.xlsx; Bid Analysis.xls

Brenda,

Thanks. Based on our budget for this project and the lowest bidder, I would recommend that we move forward with Corley Construction LLC in the amount of \$254,725.50. The remaining amount that we have left in this CDBG budget is \$12,715.22. I would recommend that we allocate up to \$12,715.22 for Air Monitoring for a total request to City Council of \$267,440.72.

Please let me know if you need anything else.

Thanks,



David L. Hatcher

Housing Official
 Columbia Police Department

1136 Washington Street, Columbia, SC 29201

P: 803-545-3444

www.columbiapd.net

www.columbiasc.net



From: Faison, Brenda L
Sent: Thursday, March 07, 2019 10:37 AM
To: Hatcher, David; Rodriguez, Andelyn D; Nelly, Juliet M; Bristow, Dollie
Cc: Porth, Gary B; Wright, Sandra A
Subject: BID #049-18-19-BF Asbestos Abatement, Demolition and Air Monitoring Services
Importance: High

Good morning,

Attached is the Bid Tabulation and Bid Analysis for BID #049-18-19-BF Asbestos Abatement, Demolition and Air Monitoring Services for your review. The apparent low responsive bidder was Corley Construction, LLC. Their bid amount was **\$254,725.50**. Please let me know if additional information is needed.

The estimated amount for Air Monitoring Services was not included in the bid tabulation nor bid analysis. At \$420 a day per 31 properties is \$13,020.00 a day. This would be \$267,745.50 which does not include a contingency. A 15% contingency would bring the total amount to \$307,907.33 for Council's approval.

Thank you.

Brenda

Brenda Faison

Bid Coordinator

Department of Procurement & Contracts

1800 Main Street, 2nd Fl #210

Columbia, SC 29201

(803) 545-3474 Office

(803) 758-1013 Fax

Brenda.Faison@columbiasc.gov



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #4 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$464,404.00. This firm is located in Perry, GA.

PURPOSE: The following subcontractors will provide additional services:

Bullins Painting of Stoneville, GA will provide blast/paint labor services at 17.2% (\$80,000.00) of the contract amendment value.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 17.2% (\$80,000.00) of the contract amendment value.

REQUISITION NO.: R189183

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5516206-WM4326-638305 (50%) and 5516207-WM4326-638305 (50%). The original budgeted amount is \$470,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Agreement with Utility Service Company was awarded in November 2014 for Water Tank Repainting and Maintenance under ENGRFP0006-13-14. This Amendment provides a revised schedule of work for year two (2) of the first two renewal periods and is to compensate the consultant for renovation, painting, and prevention maintenance services for the City's water storage facilities.

Agreement	Amount
Original Agreement	\$100,985.00
Contract Amendment #1	\$250,369.00
Contract Amendment #2	\$507,907.00

Contract Amendment #3	\$359,323.00
Contract Amendment #4	\$464,404.00
Revised Total Amount	\$1,682,988.00

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** 2019 - Utility Service Company, Inc - Water Tank Repainting and Maintenance (PDF)

Agreement for Professional Services
Water Tank Repainting and Maintenance
Project Funding Number: 5516206/5516207-WM4326-638305

Utility Service Company, Inc. and City of Columbia, SC

Contract Amendment # 4

February 19, 2018

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Utility Service Company, Inc. (Consultant) dated November 18, 2014. This Amendment is to compensate the Consultant for renovation, painting, and prevention maintenance services for the City's water storage facilities. The revised schedule of work for year two (2) of the first of two renewal period (November 18, 2018 – November 17, 2019) is more fully described in Exhibit A and Exhibit B, herein. This amendment also provides the procurement type, ENGRFP0006-13-14.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 100,985.00
Previous Change Order:	\$ 1,117,599.00
This Change (addition):	\$ 464,404.00
Revised Contract Price:	\$ 1,682,988.00

Additional funds are to be provided in the following manner: 5516206/5516207-WM4326-638305

This Change is Acceptable:

Utility Service Company:

Signature (Please Print Name) Date: _____
Title: _____

City of Columbia:

By: _____
Joseph D. Jaco, P.E., Director of Utility Operations

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

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

Approval of Change: _____
Teresa Wilson, City Manager

UtilityServiceCompany.2018.WaterTankRepaintingandMaintenance.WM4326.CA4.nj.doc

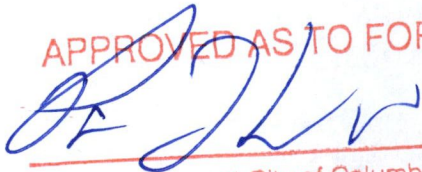
APPROVED AS TO FORM

Legal Department City of Columbia, SC

Exhibit A

The City of Columbia Renovation Schedule - (Projected)

KEY			
TOTAL	Complete Interior and Exterior Renovation	V	Visual Inspection
EXT-W	Complete Exterior Renovation with interior washout	W	Washout Inspection
INT	Complete Interior Renovation	W-C	Cancelled Washout
FLTR	Float Repair	Rep	Repair
		TU	Touch Up

Number	Tank Name	Storage Capacity	Units	Type	2017	2018	2019	Contact
1	Ames Road Tank	0.50	MG	Elevated	V-INT	W	V	Trey
2	Bible College Tank	0.30	MG	Elevated	V	W	V	Trey
3	Canal Plant Tank	0.15	MG	Elevated	V	W	V	Gordon
4	Chapin Tank	0.15	MG	Elevated	V	V	V	Trey
5	Cushman Tank	2.10	MG	Stand Pipe	W	V	W-EXT	Gordon
6	Fairfield Tank	2.00	MG	Stand Pipe	W	V	W-EXT	Trey
7	Fort Jackson North Tank	2.00	MG	Stand Pipe	W	V	W	Gordon
8	Fort Jackson South Tank	2.00	MG	Stand Pipe	V	W	V	Gordon
9	Hobart Tank	0.50	MG	Elevated	V	W	V	Trey
10	Horseshoe Tank	1.50	MG	Elevated	V	W-EXT	V	Gordon
11	Lake Murray Tank	0.48	MG	Stand Pipe	V	W	V	Trey
12	Lower Richland Tank	0.25	MG	Elevated	V	W	V	Gordon
13	Melrose Tank	1.50	MG	Elevated	W	V	W	Gordon
14	New Ballentine Tank	2.00	MG	Composite	V	W	V	Trey
15	New Genstar Tank	2.00	MG	Composite	V	W	V	Trey
16	Rimer Pond	2.00	MG	Composite	W	V	W	Trey
17	San Marco Tank	1.20	MG	Stand Pipe	V	W-EXT	V	Gordon
18	St. Andrews Tank	1.50	MG	Elevated	V-INT	W	V	Trey
19	St. James Tank	2.00	MG	Stand Pipe	W	V	W	Trey
20	Summit Tank	0.25	MG	Elevated	W	V	W-EXT	Trey
21	Upper Richland Tank	0.25	MG	Elevated	V	WO	V-INT	Trey
22	Village at Sandhill	2.00	MG	Composite	W	V	W	Trey
23	Wales Garden Tank	1.50	MG	Elevated	W	V	W	Gordon
24	Woodfield Tank	0.25	MG	Elevated	W	V	W	Gordon

Trey Mobile: 803-727-0451
Gordon Mobile: 803-413-8281

Exhibit B

INVOICING					
Customer Tanks	1	2	3	Year 1-3 Invoicing	
Ames Road Tank; 500,000G Elevated	\$ 75,477	\$ 1,801	\$ 426	\$	77,703
Canal Plant Tank; 150,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
Chapin Tank; 150,000G Elevated	\$ 405	\$ 416	\$ 426	\$	1,247
Cushman Tank; 2,150,000G Standpipe	\$ 1,757	\$ 416	\$ 96,918	\$	99,090
Fairfield Tank; 2,000,000G Standpipe	\$ 1,757	\$ 416	\$ 136,107	\$	138,279
Fort Jackson North Tank; 2,000,000G GST	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Fort Jackson South Tank; 2,000,000G GST	\$ 405	\$ 1,801	\$ 426	\$	2,632
Hobart Tank; 500,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
Horseshoe Tank; 1,500,000G Elevated	\$ 405	\$ 320,136	\$ 426	\$	320,968
Lake Murray Tank; 500,000G Standpipe	\$ 405	\$ 1,801	\$ 426	\$	2,632
Lower Richland Tank; 250,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
Melrose Tank; 1,500,000G Elevated	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Monticello/Bible Tank; 300,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
New Ballentine Tank; 2,000,000G Composite	\$ 405	\$ 1,801	\$ 426	\$	2,632
New Genstar Tank; 2,000,000G Composite	\$ 405	\$ 1,801	\$ 426	\$	2,632
Rimer Pond Road Tank; 2,000,000G Composit	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
San Marco Tank; 1,000,000G Standpipe	\$ 405	\$ 91,148	\$ 426	\$	91,979
St. Andrews Tank; 1,500,000G Elevated	\$ 233,373	\$ 1,801	\$ 426	\$	235,599
St. James Tank; 2,000,000G Standpipe	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Summit Avenue Tank; 250,000G Elevated	\$ 1,757	\$ 416	\$ 90,413	\$	92,585
Upper Richland Tank; 250,000G Elevated	\$ 405	\$ 1,801	\$ 47,914	\$	50,120
Village at Sandhill Tank; 2,000,000G Composit	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Wales Garden Tank; 1,500,000G Elevated	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Woodfield Tank; 250,000G Elevated	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Emergency Services - All Tanks	\$ 28,041	\$ 28,742	\$ 29,460	\$	86,242
TOTAL INVOICING	\$ 359,323	\$ 464,404	\$ 419,269	\$	1,242,996

Exhibit C

Subconsultant Firm Information Records

<u>Firm Name and Address</u>	<u>Contact Name and Telephone Number</u>	<u>Group (MBE, WBE, SBE)</u>	<u>Services to be Provided</u>	<u>Dollar Value of Services</u>
The Bullins Company	Johnny Bullins 336-552-3644	Non DBE	Labor - Blast/Paint	\$80,000
Semper Fi Steel	Stephen Birchmeier 617-281-1321	Non DBE	Labor - Blast/Paint	\$80,000



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Fiscal Year 2018/2019 Contract for Sanitary Sewer Easement Maintenance, as requested by Columbia Water. Award to DS Utilities, Inc., in an amount not to exceed \$1,903,100.00 to include contingency funding. This firm is located in Little Mountain, SC.

PURPOSE: This project is a Columbia Disadvantaged Business Enterprise construction project. The required participation was designated at 10%. The following contractor will provide additional services:

Herndon Inc., of Lugoff, SC, a certified CDBE, will provide herbicide, bush hogging, and project management at 10% (\$189,000.00) of the total contract value.

REQUISITION NO.: R193719

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5516205-SS7271-18/19-638305.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

There was one (1) responsive and responsible bid received for this project.

The total construction time allocated for this project shall begin on a date to be specified in a written Notice to Proceed with all work herein contemplated to be completed by **June 30, 2019.**

Base Bid	\$ 1,888,500.00
Flat Rate Contingency	\$ 14,600.00
Total (Not to Exceed)	\$ 1,903,100.00

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#c:** PM Recommendation Interoffice Memo (PDF)
- **#d:** Compliance Memo 20-18-19-BF (PDF)
- **#e:** SS7271(18-19)_Location Map (PDF)

CONTRACT
City of Columbia, South Carolina

SS7271

Sanitary Sewer Easement Maintenance – Annual Contract (18/19)

Bid #020-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and DS Utilities, Inc. with legal address and principal place of business at 1644 Holy Trinity Church Road, Little Mountain, SC 29075, 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 Columbia Water.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall begin on a date to be specified in a written Notice to Proceed with all work herein contemplated to be completed by **June 30, 2019**.

3.2 This contract is for the initial period ending **June 30, 2019**. The City will have the option to renew the contract for up to three annual renewals at the same unit prices as indicated in the original bid submitted by the Contractor. The Contractor will have the right to accept or reject each of the three annual renewals.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Million, Eight Hundred Eighty-Eight Thousand, Five Hundred Dollars and Zero Cents (\$1,888,500.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 2

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

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

9.2.1 Invitation to Bid.

9.2.2 Instructions to Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 20 "Specifications for Sodding, Fertilizing, and Seeding", the City of Columbia LBE Policy and the Columbia Disadvantaged Business Enterprise (CDBE) guidelines.

9.2.7 Special Provisions.

9.2.8 Project Manual.

9.2.9 Project Specifications.

9.2.10 Area Location Map

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

ARTICLE 10. MISCELLANEOUS

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

10.2 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.

10.3 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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

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

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

Owner

DS Utilities Inc.
BY [Signature]

City of Columbia, SC

BY _____

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest _____

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Address for giving notices:

DS Utilities Inc.
1644 Holy Trinity Church Rd.
L-44k Mountain S.C. 29075

Date: 2-11-19

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

[Signature]
Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4



Wastewater Management Interoffice Memorandum

DATE: January 28, 2019

TO: Brenda Faison, Bid Coordinator
Department of Procurement & Contracts

FROM: Matthew Ramsey, P.E., Contracts Project Manager/Acting Superintendent
Wastewater Management Division

RE: SS7271(18-19) SS Easement Maintenance – Contractor Selection Recommendation

Acting as Project Manager for the SS7271(18-19) Sanitary Sewer Easement Maintenance Annual Maintenance Contract, I have reviewed bid pricing submitted by the sole participating Prime Contractor as well as the bid analysis prepared by the City of Columbia Department of Procurement & Contracts. DS Utilities, Inc. submitted the lowest, and sole, bid for project work scope performance.

Additionally, I have reviewed the efforts employed by DS Utilities, Inc. with regard to Columbia Disadvantaged Business Enterprise (CDBE) Program compliance in conjunction with representatives from the City of Columbia Department of Procurement and Contracts and the City of Columbia Office of Business Opportunities. The project CDBE goal of 10% was attained by DS Utilities, Inc.

I recommend that the City of Columbia award the SS7271(18-19) Sanitary Sewer Easement Maintenance Annual Maintenance Contract to DS Utilities, Inc. based on their submission of low, fair, and reasonable bid pricing as well as their CDBE program compliance good faith efforts.

Regards,

Matthew Ramsey, P.E.
Contracts Project Manager/Acting Superintendent
Wastewater Management
Columbia Water
Cell: (803) 807-0335
Office: (803) 545-0415

CC: Gary Porth, John Riggs, Joey Jaco, Clint Shealy





CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Specialist

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: January 15, 2019

PROJECT: BID #20-18-19-BF

Bids for this project were opened publicly at 1:00 p.m., December 18, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the CDBE and LBE Program. The apparent *responsive* low bidder is DS Utilities, Inc. at base bid **\$1, 888,500.00**.

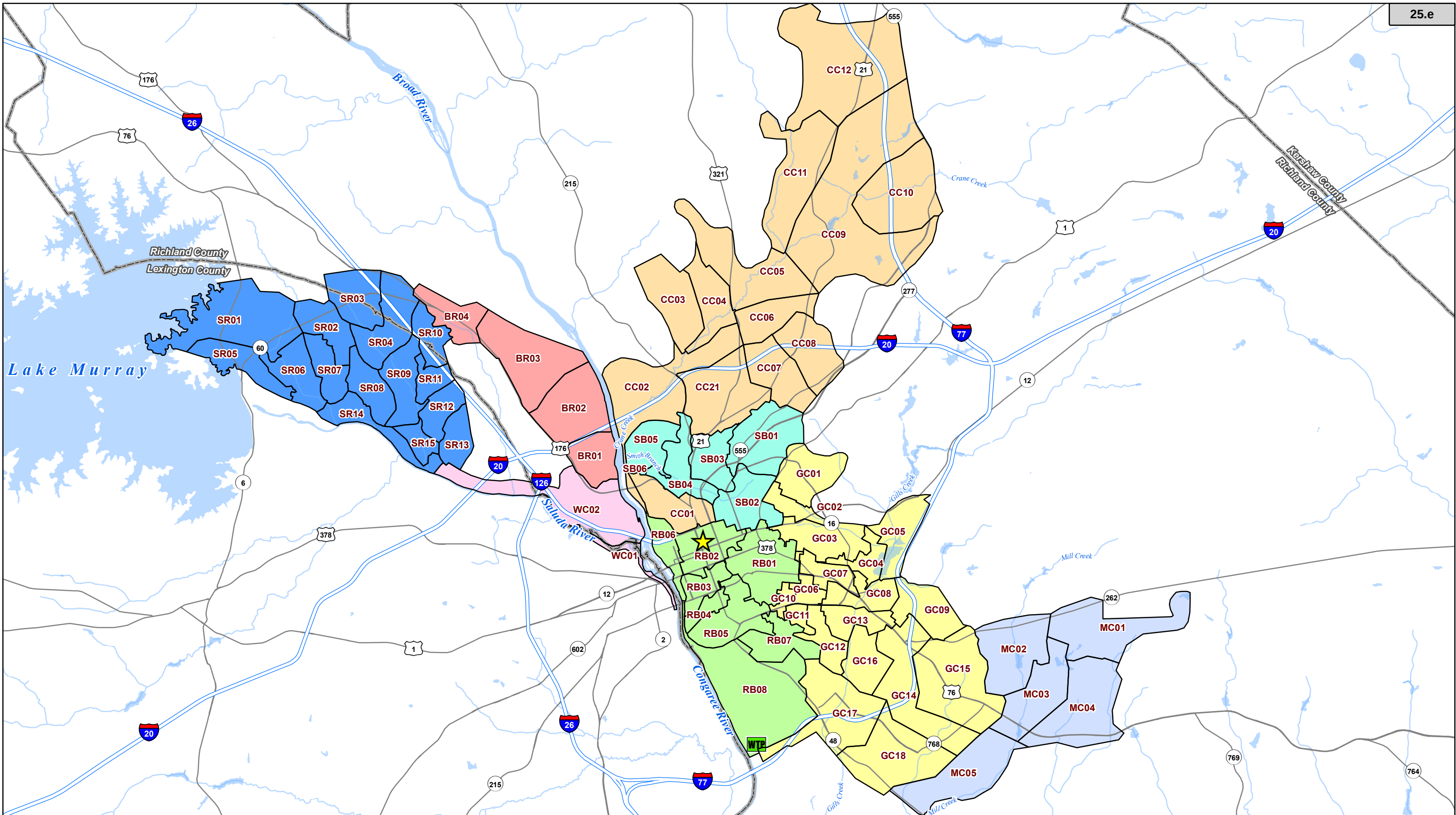
Please review for CDBE compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

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

Thank You.

Review Approved: 
Juliet Nelly Compliance Specialist

DATE: 1/15/19



JBB: Sept. 16, 2015
CW2020 Master/Production Maps

Basin Boundary

- | | | |
|--|---|--|
|  Broad River |  Gills Creek |  Saluda River |
|  Crane Creek |  Mill Creek |  Smith Branch |
|  Rocky Branch |  West Columbia | |



1 inch = 2 miles

0 0.5 1 2 3
Miles

**SS7271 (18-19)
Sanitary Sewer
Easement Maintenance**

Prepared For: Cle



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-021 Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays April 16, 23, 30, May 7, 14, 21 and 28, 2019

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R 2019 021 Rocky Shoals Spider Lily Happy Hour (PDF)

RESOLUTION NO.: R-2019-021

Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays April 16, 23, 30, May 7, 14, 21 and 28, 2019

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of Riverfront Park from 5:00 p.m. until 9:00 p.m. on and,

WHEREAS, the Council has requested permission for the use of the Amphitheater Area at Riverfront Park from 4:00 p.m. until 9:00 p.m. on Tuesdays, April 16, 23, 30, May 7, 14, 21 and 28, 2019, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 5:00 p.m. until 9:00 p.m. on Tuesdays, April 16, 23, 30, May 7, 14, 21 and 28, 2019 in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 8:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only are authorized between the hours of 5:00 p.m. and 8:30 p.m. at the event; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3,

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

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Tuesdays, April 16, 23, 30, May 7, 14, 21 and 28, 2019 the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST Feb. 23, 2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Scott Burgess/Bierkeller, LLC
2224 Blanding St. Apt 304
bierkellercolumbia@gmail.com
803 338-1599

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

Rocky Shoals Spider Lily Happy Hours in April and May

DATE(S) OF EVENTS:

April 16, 23, 30, May 7, 14, 21, 28

serving beer/wine from 5:30-8:30

RAIN CONTINGENCY DATE:

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

possible Thursday of same week

LOCATION OF EVENT

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

Brick and Grassy Amphitheater area at Riverfront Park, 312 Laurel Street

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

No closure necessary

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

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

No closure necessary for set up or clean up.
Set up/load in between 4 and 5
Tear down at 9

HOURS OF EVENT

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

Event 5-9

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

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

5:30-8:30

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

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

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

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

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

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadamsc@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

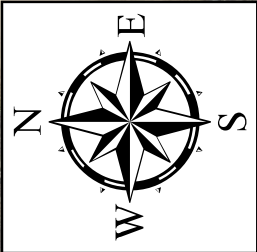
Police Department Special Events - Officer Robert Hall; 803-545-3535; rhall@columbiasc.net parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

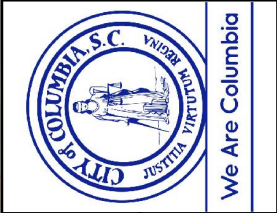
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

R-2019-021
19000435



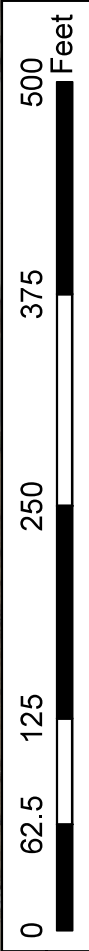
Riverfront Amphitheater



Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-022 Authorizing consumption of beer and wine only at the Make Music Day Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, June 21, 2019

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-022 Make Music Day Happy Hour (PDF)

RESOLUTION NO.: R-2019-022

Authorizing consumption of beer and wine only at the Make Music Day Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, June 21, 2019

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Make Music Day Happy Hour in the Amphitheater Area of Riverfront Park from 5:00 p.m. until 9:00 p.m. on Friday, June 21, 2019; and,

WHEREAS, the Sponsor has requested permission for the use of the Amphitheater Area at Riverfront Park from 5:00 p.m. until 9:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Friday, June 21, 2019 between 5:00 p.m. until 9:00 p.m. in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 8:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only are authorized between the hours of 5:00 p.m. and 8:30 p.m. at the event; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and

Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, June 21, 2019, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

City Attorney _____

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST Feb. 23, 2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Scott Burgess/Bierkeller, LLC
2224 Blanding St. Apt 304
bierkellercolumbia@gmail.com
803 338-1599

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

Make Music Day

DATE(S) OF EVENTS:

June 21 serving beer/wine from 5:30-8:30

RAIN CONTINGENCY DATE:

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

possible Thursday of same week

LOCATION OF EVENT

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

Brick and Grassy Amphitheater area at Riverfront Park, 312 Laurel Street

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

No closure necessary

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

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

No closure necessary for set up or clean up.
Set up/load in between 4 and 5
Tear down at 9

HOURS OF EVENT

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

Event 5-9

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

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

5:30-8:30

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

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

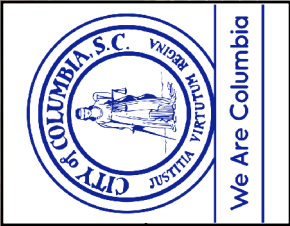
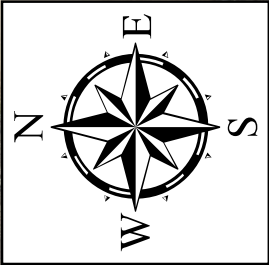
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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

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

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

Last revised: 1/2017



Riverfront Amphitheater

Both Sides of the Street

Legend

-  Perimeter Clean-up Boundary
-  Riverfront Amphitheater





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-023 Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on Saturday, October 26, 2019 with a rain date contingency of Saturday, November 2, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-023 Jam Room (Oct 26) (PDF)

RESOLUTION NO.: R-2019-023

Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on Saturday, October 26, 2019 with a rain date contingency of Saturday, November 2, 2019

WHEREAS, Jam Room Recording Studio ("Sponsor") is sponsoring the Jam Room Music Festival in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, from 10:00 a.m. until 10:00 p.m. on Saturday, October 26, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot; and Boyd Plaza, from 12:00 a.m. Saturday, October 26, 2019 until 12:00 a.m. Sunday, September 30, 2018 for set up, clean up, and staging of the event to be held in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, on Saturday, October 26, 2019 from 10:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages during the event hours of 10:00 a.m. until 9:30 p.m. on Saturday, October 26, 2019; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 10:00 a.m. and 9:30 p.m. on Saturday, October 26, 2019 in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday October 26, 2019, that the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza shall be closed on Saturday, November 2, 2019. 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:

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	2/28/19	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Phillip Blair/Jam Room Music Festival 803-767-8008 phillblair@gmail.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Jam Room Music Festival		
DATE(S) OF EVENTS: (monthly can be on one request)	10/26/19		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	11/2/19		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1100 block of Hampton Street, 1400 block of Main Street, & Boyd Plaza		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1100 block of Hampton Street, 1400 block of Main Street, & Boyd Plaza		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	12:00am 10/26/19 - 2am 10/27/19		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	10:00am-10:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	10:00am-9:30pm		

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

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

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

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

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

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

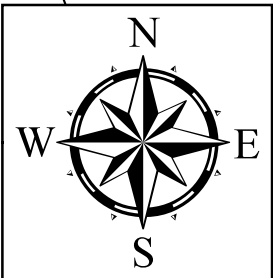
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

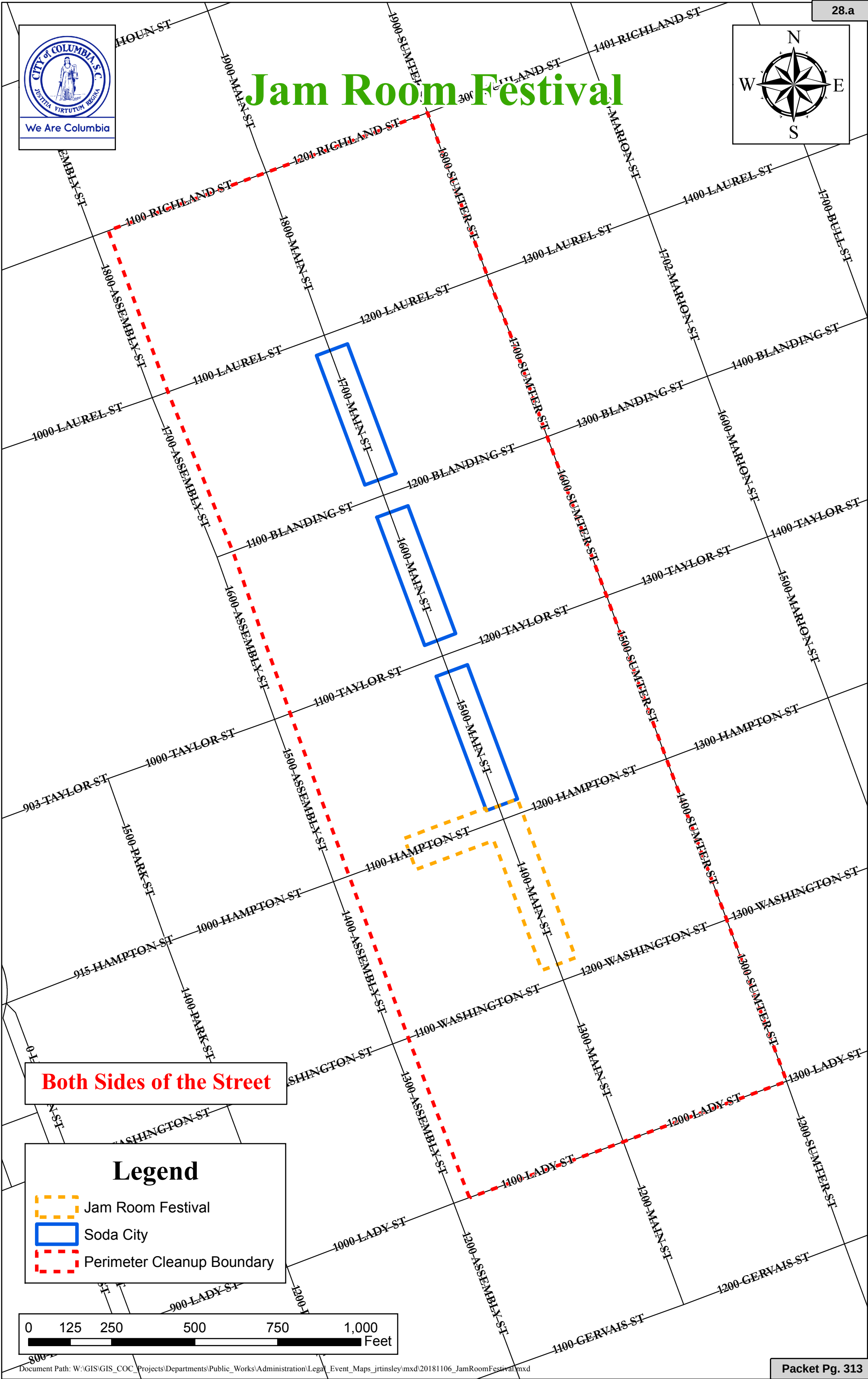
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



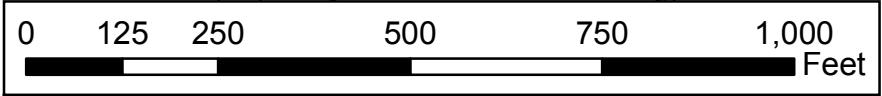
Jam Room Festival



Both Sides of the Street

Legend

- Jam Room Festival
- Soda City
- Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-031 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Love, Peace and Hip Hop Kickoff on Friday, April 12, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-031 CMA Love Peace & Hiphop (April 12) (PDF)

RESOLUTION NO.: R-2019-031

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Love, Peace and Hip Hop Kickoff on Friday, April 12, 2019

WHEREAS, the Columbia Museum of Art is sponsoring Love, Peace and Hip Hop Kickoff in Boyd Plaza adjacent to the Museum on Friday, April 12, 2019 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Friday, April 12, 2019 from 11:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Friday, April 12, 2019 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Friday, April 12, 2019 from 6:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Friday, April 12, 2019; and,

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the

courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, April 12, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

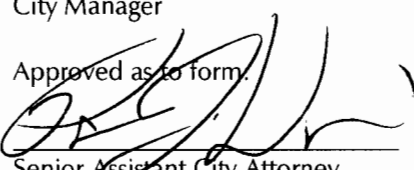
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 3/4/19

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

Dana Witkoski, dwitkoski@columbiamuseum.org

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

Love, Peace, & Hiphop/free, family-friendly event

DATE(S) OF EVENTS: ~~Friday~~
Thursday April 12, 2019

LOCATION OF EVENT

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

1515 Main Street

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

Boyd Plaza

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

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

11:00 am - 10:00 p.m.

HOURS OF EVENT

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

6:00 p.m. - 9:00 p.m.

10

e-mail 3/7/19

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

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6:00 p.m. - 9:00 p.m.)

6-9:30 p.m.)*

9:30

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

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

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

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

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

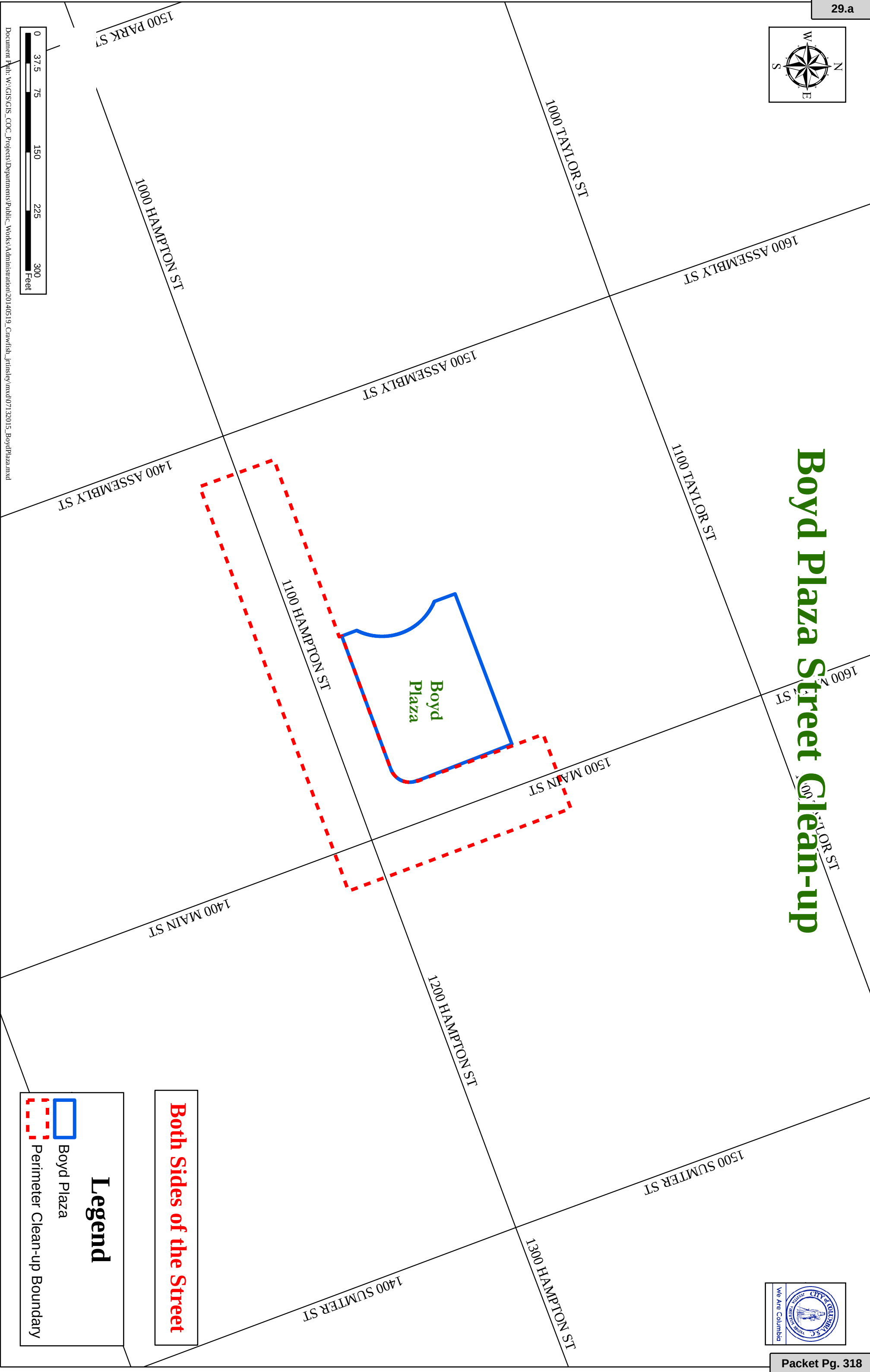
Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasec.netLegal Department - Shari Ardis; 737-4242; slardis@columbiasec.net - resolution preparationPolice Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasec.net parade permit, policeParks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasec.net park reservationsPolice Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasec.net street closing

Last revised: 11/01/2013

2019-031
19000507



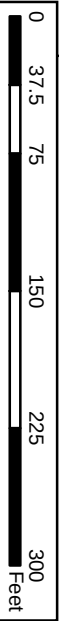
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

- Boyd Plaza
- Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia Firefighter Appreciation Month - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** 2019 Columbia Firefighter Appreciation Month Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, firefighters have one of the nation's most dangerous professions requiring physical strength, stamina, extensive training, courage and selfless commitment to protecting our citizens; and

WHEREAS, the men and women of the Columbia Fire Department have provided protection to the community for more than 116 years; and

WHEREAS, firefighters throughout South Carolina and across the nation, in addition to their daily service to our communities, have devoted their personal time to a number of community service projects and have joined the Muscular Dystrophy Association for over 65 years in the fight against neuromuscular diseases; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful for the Columbia's firefighters whose 2019 "Fill the Boot" campaign will assist them in providing patient services and summer camp opportunities for local children at no cost to their families; and

WHEREAS, the Muscular Dystrophy Association is sponsoring Columbia Firefighter Appreciation Month for the month of March 2019, in honor and recognition of the tireless efforts and dedicated service of Columbia's firefighters; and

WHEREAS, the City of Columbia joins the Muscular Dystrophy Association in this tribute to our firefighters and thanks them for all they do to help our city and its citizens.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2019 as

Columbia Firefighter Appreciation Month

in the City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Richland Two Institute of Innovation Day Proclamation - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

Whereas, being selected to win a Lemelson-MIT InvenTeam grant, the students of Richland Two Institute of Innovation (R2i2) and Kirstin Bullington are proud to become ambassadors and representatives of their school, community and state.

ATTACHMENTS:

- **#a:** Richland Two Institute of Innovation Day Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, the students of Richland Two Institute of Innovation (R2i2) and Kirstin Bullington are being selected to win a Lemelson-MIT InvenTeam grant of \$10,000 and related staff support from the Lemelson-MIT Program within the Schools of Engineering at the Massachusetts Institute of Technology (MIT); and,

WHEREAS, now in its fifteenth year as a national grants initiative, youth are inspired to invent technological solutions to real-world problems of their own choosing. The 2018-2019 InvenTeams are comprised of students, teachers and community mentors that will pursue year-long invention projects; and,

WHEREAS, this highly competitive national grants initiative offers high school students a rewarding hands-on experience that engages them in the invention process; and,

WHEREAS, the InvenTeams are located in 13 different states, with the state of South Carolina receiving its first InvenTeam grant with the award to Richland two Institute of Innovation. The team projects address problems that affect their local community, family members, classmates or a community connection; and,

WHEREAS, Richland Two Institute of Innovation team project falls under the category of Solving Problems for Community Connections as they focus on Combined biodigester and solar power system for Sare Bilaly, Senegal; and,

WHEREAS, in 1994, Jerome H. Lemelson, one of U.S. history's most prolific inventors, and his wife Dorothy founded the Lemelson-MIT Program at the Massachusetts Institute of Technology; and,

WHEREAS, it is funded by The Lemelson Foundation and administered by the School of Engineering at MIT, an institution with a strong ongoing commitment to creating meaningful opportunities for K-12 STEM education; and,

WHEREAS, being selected to win a Lemelson-MIT InvenTeam grant, the students of Richland Two Institute of Innovation (R2i2) and Kirstin Bullington are proud to become ambassadors and representatives of their school, community and state.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim Tuesday, March 19, 2019 as

Richland Two Institute of Innovation Day

Stephen K. Benjamin
Mayor

Sam Davis
District 1, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Bleeding Disorders Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** BleedingDisorderAwarenessMonth_Proclamation (DOC)



City of Columbia
A Proclamation of Bleeding Disorders Awareness Month

WHEREAS, this designation will formalize and expound upon the designation 30 years ago of March 1986 as "Hemophilia Awareness Month" by President Ronald Reagan; and

WHEREAS, the federal Department of Health and Human Services designated March 2016 as National Bleeding Disorders Awareness Month; and

WHEREAS, these bleeding disorders, which share the inability to form a proper blood clot, are characterized by extended bleeding after injury, surgery, trauma or menstruation and can lead to significant morbidity and can be fatal if not treated effectively; and

WHEREAS, many individuals with hemophilia became infected with HIV and Hepatitis C in the 1980s due to the contamination of the blood supply and blood products; and

WHEREAS, this Awareness Month in South Carolina will generate greater awareness and understanding of not only hemophilia but all inheritable bleeding disorders including von Willebrand disease, which alone impacts an estimated one percent of the U.S. population or more than 3.2 million individuals; and

WHEREAS, this Awareness Month will foster a greater sense of community and shared purpose among individuals with all inheritable bleeding disorders; and

WHEREAS, the City of Columbia recognizes the importance of this Awareness Month as it will heighten awareness of and engagement in the inheritable bleeding disorders journey beyond the community to the general public, enabling the prevention of illness, unnecessary procedures and disability.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2019 to be

Bleeding Disorders Awareness Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Earth Hour 2019 Proclamation - The Honorable Mayor
Stephen K. Benjamin

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Earth Hour Proclamation 03192019 (PDF)



A Proclamation

WHEREAS, March 30, 2019 at 8:30 p.m., World Wildlife Fund is asking individuals, businesses, governments and organizations around the world to turn off all nonessential lighting for one hour, Earth Hour, to make a global statement of concern about climate change and to demonstrate their commitment to finding solutions; and

WHEREAS, The City of Columbia has taken steps to go beyond Earth Hour by reducing greenhouse gas emissions and increasing energy efficiency, including purchasing hybrid vehicles and expanding recycling programs; and

WHEREAS, Climate change is one of the top environmental issues of the 21st century and the United States is one of the largest contributors of greenhouse gases, with nearly five times the world average in carbon emissions; and

WHEREAS, When observing Earth Hour, it is important to think of ways to save energy year-round and help reduce the carbon footprint for future generations; and

WHEREAS, The City of Columbia challenges all local businesses, organizations and individuals to take part in Earth Hour to reduce their carbon emissions and the impact they have on the environment in our daily lives; and

WHEREAS, All nonessential lighting in City of Columbia City Hall as well as other public buildings will be extinguished for one hour to conserve energy and raise awareness about global climate change as a part of Earth Hour.

WHEREAS, the City Parks and Recreation Department will offer a pre-Earth Hour twilight nature walk at Riverfront North starting at 6:30 p.m. to connect people to nature, an ongoing theme of Earth Hour.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim Saturday, March 30, 2019 between 8:30 and 9:30 PM as

Earth Hour

In the City of Columbia and urge my fellow citizens, businesses and organizations to participate in this event and to commit to actions to conserve energy and reduce carbon emissions.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

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

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: American Red Cross Month Proclamation - The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** American Red Cross Month (DOC)



City of Columbia
A Proclamation of American Red Cross Month

WHEREAS, more than 137 years ago, the American Red Cross was established as a humanitarian organization, guided by seven fundamental principles—including humanity, impartiality and independence—to provide services to those in need regardless of race, religion, gender, sexual orientation or citizenship status; and

WHEREAS, today, the American Red Cross is one of the largest humanitarian organizations in the world and delivers its mission every day to prevent and alleviate human suffering in the face of emergencies; and

WHEREAS, in its long history of work in Columbia, the American Red Cross has sheltered, fed and provided emotional support to victims of disasters, taught skills that save lives, provided international humanitarian aid and supported military members and their families; and

WHEREAS, the Red Cross depends on local heroes to deliver help and hope during these times of need; and

WHEREAS, in honor of Red Cross Month, we take the time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community; and

WHEREAS, the City of Columbia is delighted to dedicate the month of March to all those who support the American Red Cross' mission to prevent and alleviate human suffering in the face of emergencies.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2019 to be

American Red Cross Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Save Our Kids Update - Mr. Lee Carroll, Founder of Save Our Kids, LLC

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities

HISTORY:

02/19/19

Columbia City Council

DEFERRED



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: NCAA Basketball Tournament - Mr. Bill Ellen, President & CEO of Experience Columbia SC

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2019-012 amend Chapter 8 Article IV Division 5 (Tobacco Products) (PDF)

ORDINANCE NO.: 2019-012

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties, are amended to read as follows:

Sec. 8-215. Findings and intent.

- (a) *Findings*. As an incident to the adoption of the ordinance from which this division derives, the city council ("city council") of the City of Columbia, South Carolina (the "city") makes the following findings:
- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
 - (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on Carcinogens, National Cancer Institute, and the International Agency for Research and Cancer have all reported that secondhand smoke is a Group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
 - (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
 - (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and
 - (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
 - (6) Secondhand smoke increases the risk of developing breast cancer in younger, premenopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome(SIDS); and
 - (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
 - (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
 - (9) Workplaces have been shown to be locations of significant exposure to secondhand smoke by employees working in the City of Columbia; and

- (10) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and
- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in government buildings (the definition of which includes city-owned buildings) except where the owner of such building shall designate smoking areas.

City Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and public places and therefore enacts this division.

- (b) *Intent.* City council finds that it is in the best interest of the people of this city to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace and public places. Therefore, city council declares that the purpose of this act is to preserve and improve the health, comfort and environment of this city by limiting exposure to secondhand smoke in the workplace and public places; and (2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Sec. 8-216. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

Employee means any person who performs services for an employer in return for wages, profit or other valuable consideration, and a person who volunteers his or her services for a non-profit entity.

Employer means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any workplace, work space, or work spaces as defined herein, that employs one (1) or more persons.

Enclosed means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

Medical facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within medical facilities.

Medical research facility means an enclosed indoor workplace where tobacco smoking is an integral part of a smoking cessation program approved by a university, college or hospital.

Public Place means an area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, parking structures, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this division. A private club is not a private club for the purposes of this division when being used for a function to which the general public is allowed to enter.

Retail tobacco store means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times.

Secondhand smoke is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "side stream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

Smoking means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, intended for inhalation, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

Smoking materials includes cigars, cigarettes pipes, hookah, electronic smoking devices, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any form and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products. smoking as defined in this division.

Workplace means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

Work space or work spaces means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

Sec. 8-217. Prohibition of smoking in the workplace and City-owned facilities and property.

(a) All employers shall provide a smoke free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space and workplace from smoking ~~tobacco products~~ or possessing smoking materials therein.

(b) No person shall smoke or possess any smoking materials ~~lighted tobacco product~~ in any work space and workplace.

(c) All enclosed areas, including buildings and vehicles owned, leased, or operated by the City of Columbia, as well as all outdoor property adjacent to such buildings and under the control of the City, shall be subject to the provisions of this division.

Sec. 8-218. Exceptions.

Notwithstanding the provisions of section 8-217 herein, smoking may be permitted in the following places or under the following circumstances:

- (1) Private residences; unless used as a childcare, adult day care, or health care facility;
- (2) Private clubs;
- (3) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 25 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this division. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;
- (4) Retail tobacco stores as defined herein;
- (5) Religious ceremonies where smoking is part of the ritual;
- (6) Medical research facilities;
- (7) Smoking by performers during a theatrical event which requires smoking in the context of the performance;

Sec. 8-219. Reasonable distance of entry.

~~Smoking outside a workplace, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter any work spaces and workplaces through entrances, windows, ventilation systems or other means.~~

Smoking shall be prohibited in the following outdoor places:

- (a) Within a reasonable distance of 20 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas by those or any other means.
- (b) On all outdoor property that is adjacent to buildings owned, leased, or operated by the City of Columbia and that is under the control of the City.
- (c) In, and within 20 25 feet of, outdoor seating or serving areas of restaurants, bars, and gambling facilities.
- (d) In outdoor shopping malls, including parking structures.
- (e) In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within 20 25 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- (f) In outdoor recreational areas, including parking lots.
- (g) In, and within 20 25 feet of, all outdoor playgrounds.
- (h) In, and within 20 25 feet of, all outdoor public events.
- (i) In, and within 20 25feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the City.
- (j) In all outdoor service lines, including lines in which service is obtained by persons in vehicles, such as service that is provided by bank tellers, parking lot attendants, and toll takers. In lines in which service is obtained by persons in vehicles, smoking is prohibited by both pedestrians and persons in vehicles, but only within 20 25 feet of the point of service.

(k) In outdoor common areas of apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, except in designated smoking areas, not to exceed twenty-five percent (25%) of the total outdoor common area, which must be located at least 20 25 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited.

Sec. 8-220. Jurisdiction, enforcement and penalties.

- (a) An infraction of this division is hereby declared to be a public nuisance.
- (b) A manager, supervisor or any other person who owns, operates, or otherwise controls a workplace or work space and who fails to comply with the provisions of this division shall be guilty of an infraction.
- (c) A person smoking or possessing a ~~lighted tobacco product~~ smoking materials in any workspace or workplace shall be guilty of an infraction.
- (d) Each infraction shall be punishable by a civil penalty of ~~\$25.00~~ :
 - (1) A fine not exceeding one hundred dollars (\$100) for a first violation.
 - (2) A fine not exceeding two hundred dollars (\$200) for a second violation.
 - (3) A fine not exceeding five hundred dollars (\$500) for each additional violation.

The city shall serve a uniform ordinance summons upon the infractor.

(e) (1) The city, in addition to or in lieu of assessing or collecting a civil penalty, may institute a civil action in the circuit court in the county in which the infraction occurred seeking (i) a mandatory injunction requiring compliance with this division, (ii) a declaration that the infraction is a public nuisance and an order requiring abatement of the public nuisance, or (iii) for any other remedy permitted by law. if violation of this division is by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred, and/or (iv) for any other remedy permitted by law.

(f) (2) If three or more infractions occur within a six-month period at a workspace or workplace subject to this division, such shall be deemed to be a nuisance related to the business.

(g) (e) Appeals. The filing of an appeal shall not act as a stay of the city's right to institute any civil action as described above.

(h) (f) Each infraction and on each day which an infraction of this division occurs, shall be considered a separate and distinct infraction.

This ordinance is effective as of final reading.

Requested by:

Councilmember Duval

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:

Last revised: 2/27/2019
19000305



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT
CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and
11112-01-17

PURPOSE: Ordinance No.: 2019-019 - Amending the City of Columbia
Comprehensive Plan 2018 Future Land Use Map to include
112 Silo Court; Richland County TMS# 11108-01-12 and
11112-01-17; annexed by Ordinance No.: 2018-071 enacted
January 8, 2017

Council District: 3

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

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc.
as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** LUMACConfirm_SiloCt-112 (PDF)
- **#b:** 2019-019 add 112 Silo Court to comprehensive plan(PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District:	3
Proposal:	Request to affirm land use classification of Industrial (IND) following the annexation of the property. The property currently has interim classification of Industrial (IND).
Applicant:	Stadium Suites Investors, LLC; JMG Realty, Inc. as agent
Staff Recommendation:	Approval
PC Recommendation:	12/03/2018; Approval (7-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.24 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current Richland County Land Use: Mixed Residential High Density

Proposed Interim Land Use Classification: Industrial (IND)

Current Richland County Zoning: Light Industrial (M-1)

Proposed Interim Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Census Tract: 117.01

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the

infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Mixed Residential High Density by Richland County.

Industrial districts are located throughout the city and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types:

- Small to Large Commercial (Entertainment, Retail / Services)
- Medium to Large Business / Employment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North and West.

The proposed City of Columbia zoning district is Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends to City Council to affirm a future land use classification of Industrial (IND) following the annexation of this property.



Future Land Use Map

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: IND

38.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  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
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional 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
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



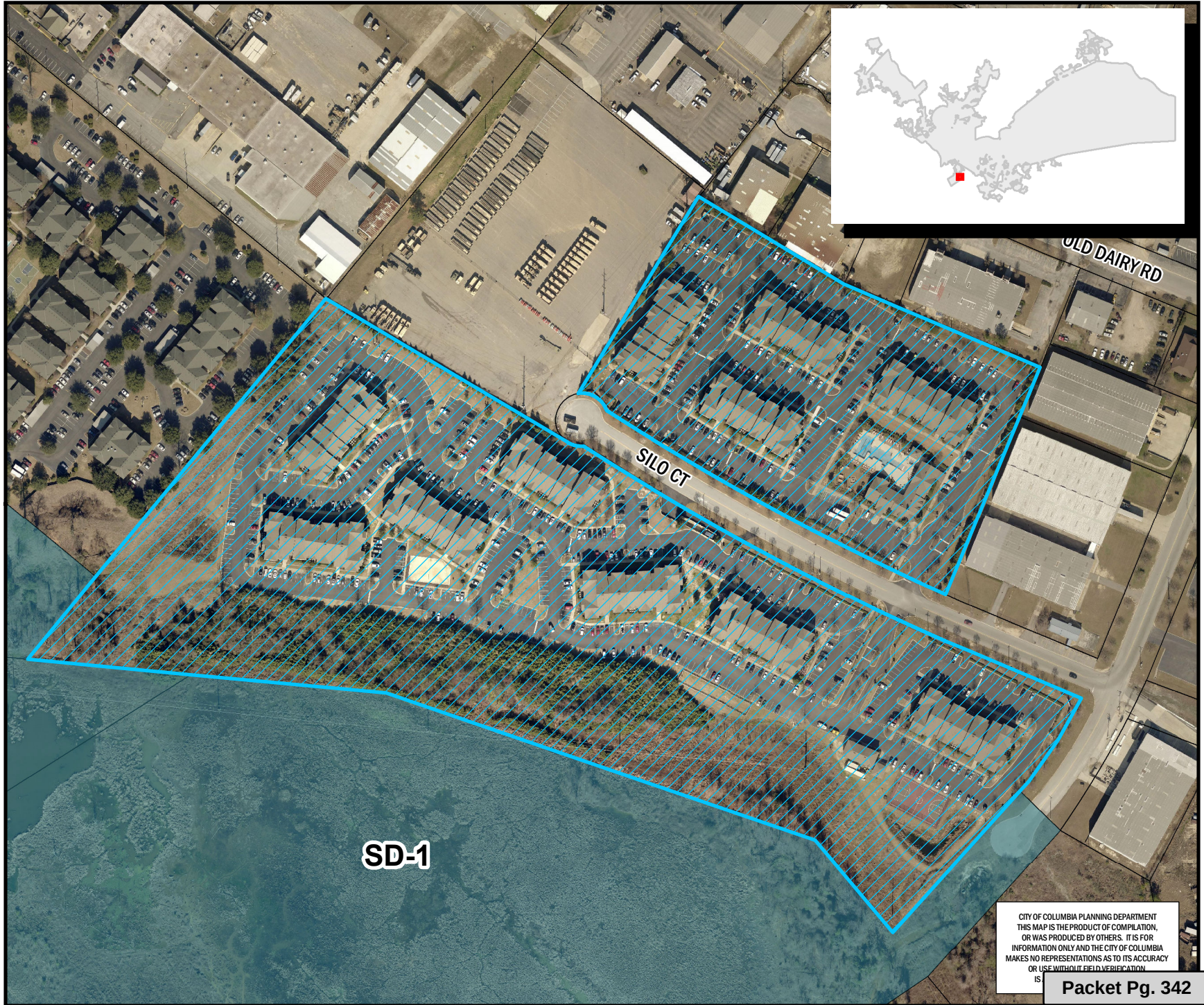
0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 342

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -FP

38.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018

DISCLAIMER:

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



We Are Columbia



Special Flood Hazard Area

Packet Pg. 343

ORDINANCE NO.: 2019-019

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17; annexed by
Ordinance No.: 2018-071 enacted January 8, 2017*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17, filed for petition on October 30, 2018, and shall be assigned the designated future land use classification of Industrial (IND), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17, annexed into the City of Columbia by Ordinance No.: 2018-071 enacted on January 8, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 3, Census Tract 117.01, contains 29.24 acres, and shall be assigned a land use classification of Industrial (IND).

Requested by:

Assistant City Manager Gentry

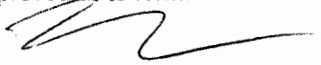
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

PURPOSE: Council District: 3

Proposal: Request to affirm zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property currently has interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** ZMA_Confirm_SiloCt-112_2 (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District:	3
Proposal:	Request to affirm zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property currently has interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)
Applicant:	Stadium Suites Investors, LLC; JMG Realty, Inc. as agent
Staff Recommendation:	Approval
PC Recommendation:	12/03/2018; Approval (7-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.24 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Interim Land Use: Industrial (IND)
Proposed Land Use Classification: Industrial (IND)
Current Interim Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)
Proposed Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)
Census Tract: 117.01

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Mixed Residential High Density by Richland County.

Industrial districts are located throughout the city and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types:

- Small to Large Commercial (Entertainment, Retail / Services)
- Medium to Large Business / Employment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North and West.

The proposed City of Columbia zoning district is Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by

controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends City Council affirm the zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP) following the annexation of the property.



Future Land Use Map

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: IND

39.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  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
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional 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
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



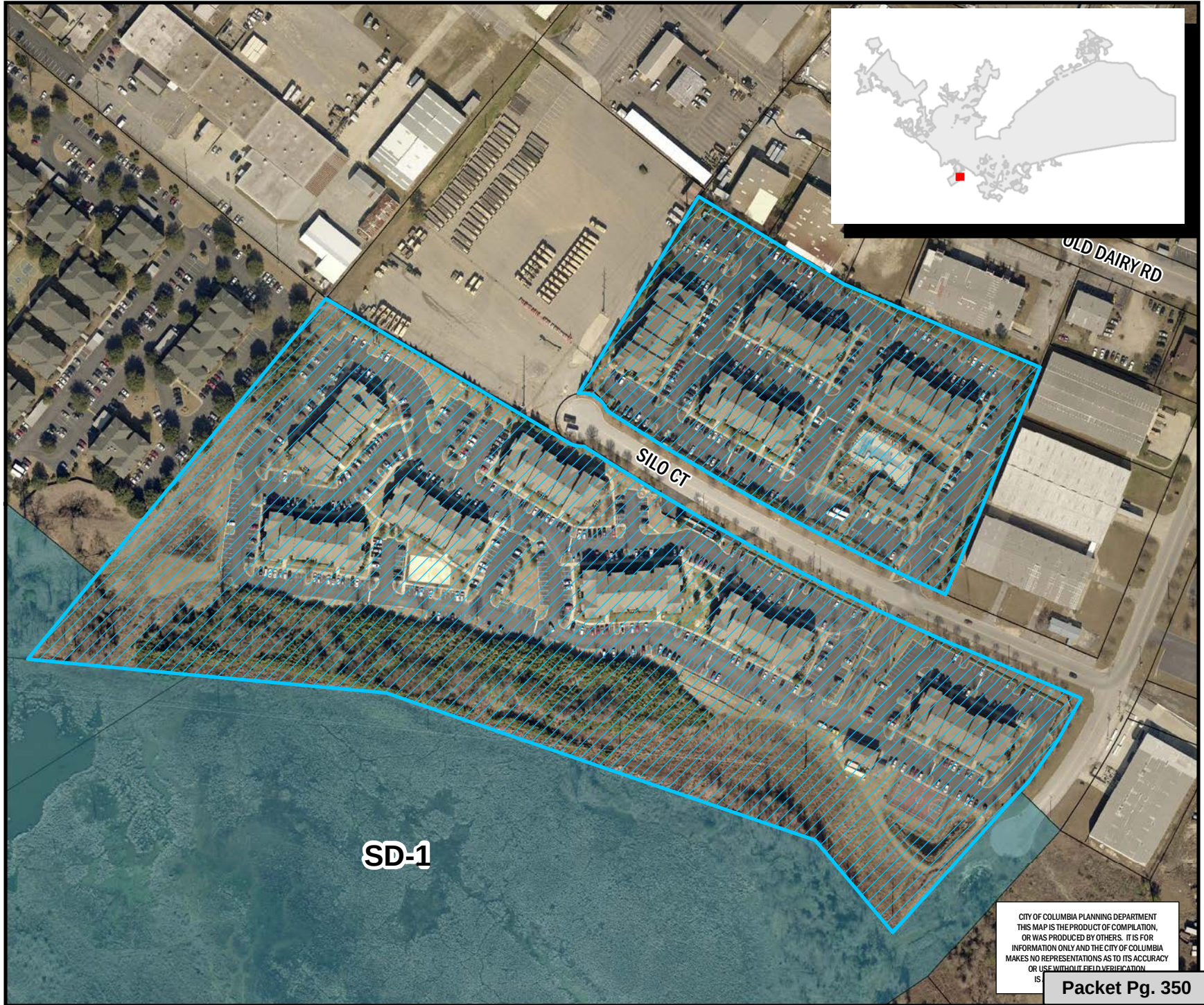
0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 350

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -FP

39.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018

DISCLAIMER:

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



We Are Columbia



Special Flood Hazard Area

Packet Pg. 351



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 516 S. Holly Street, TMS# 11313-07-18

PURPOSE: Council District: 3

Proposal: Request to rezone the parcel from RS-3 and RG-2 to RG-2

Applicant: Stephen Jahue Moore

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** ZMA_SHolly516 (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 516 S. Holly Street, TMS# 11313-07-18

Council District:	3
Proposal:	Request to rezone the parcel from RS-3 and RG-2 to RG-2
Applicant:	Stephen Jahue Moore
Staff Recommendation:	Approval
PC Recommendation:	01/07/2019; Approval (8-0)
ZPH, 1st Reading:	03/19/2019; Pending
2nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.34

Current Use: Duplex

Proposed Use: Duplex and Single-Family Residence

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Single Family Residential District (RS-3) and General Residential District (RG-2)

Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The Plan proposed a future land use of Single-Family – Small Lot, and a modification of the zoning from RS-3 to RG-2 (pgs. 31-32). The property is also located within the area identified as a potential neighborhood design overlay. In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently split zoned as Single Family Residential District (RS-3) and General Residential District (RG-2). The abutting properties in the City of Columbia are zoned General Residential District (RG-2) to the North and East and Single Family Residential District (RS-3) to the East, South and West.

The proposed zoning district is General Residential District (RG-2).

Single-Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

Single-Family Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends to City Council to grant the rezoning of the property from RS-3 and RG-2 to RG-2.



Future Land Use Map

516 S. Holly Street, TMS# 11
Current FLU: UCR-1

40.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- 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
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional 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
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 25 50 100
Feet

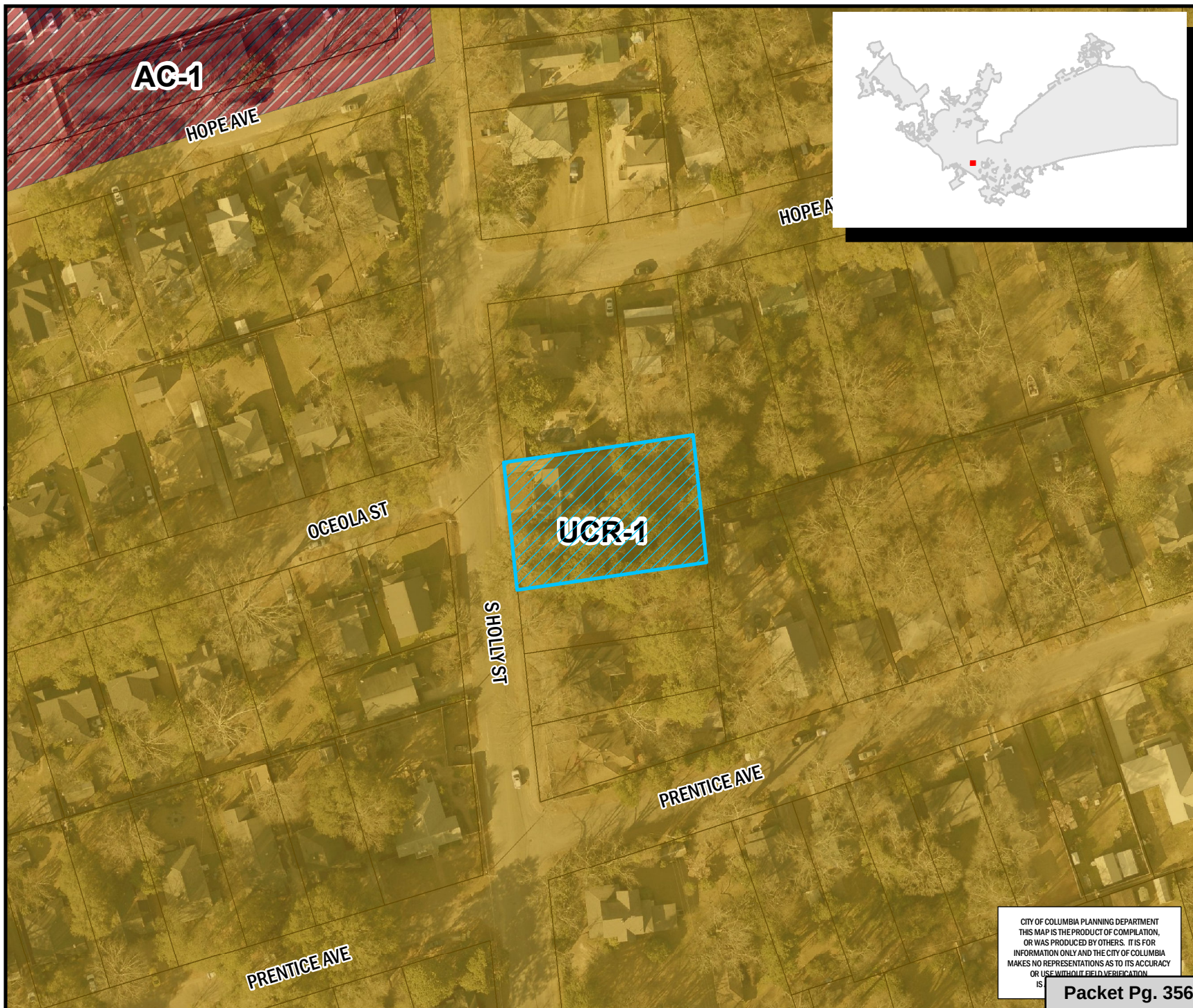
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
December 6, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPIATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 356

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

516 S. Holly Street, TMS# 11313-07-18;
Current Zoning: RS-3 & RG-2; Proposed Zoning: RG-2

40.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 25 50 100
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

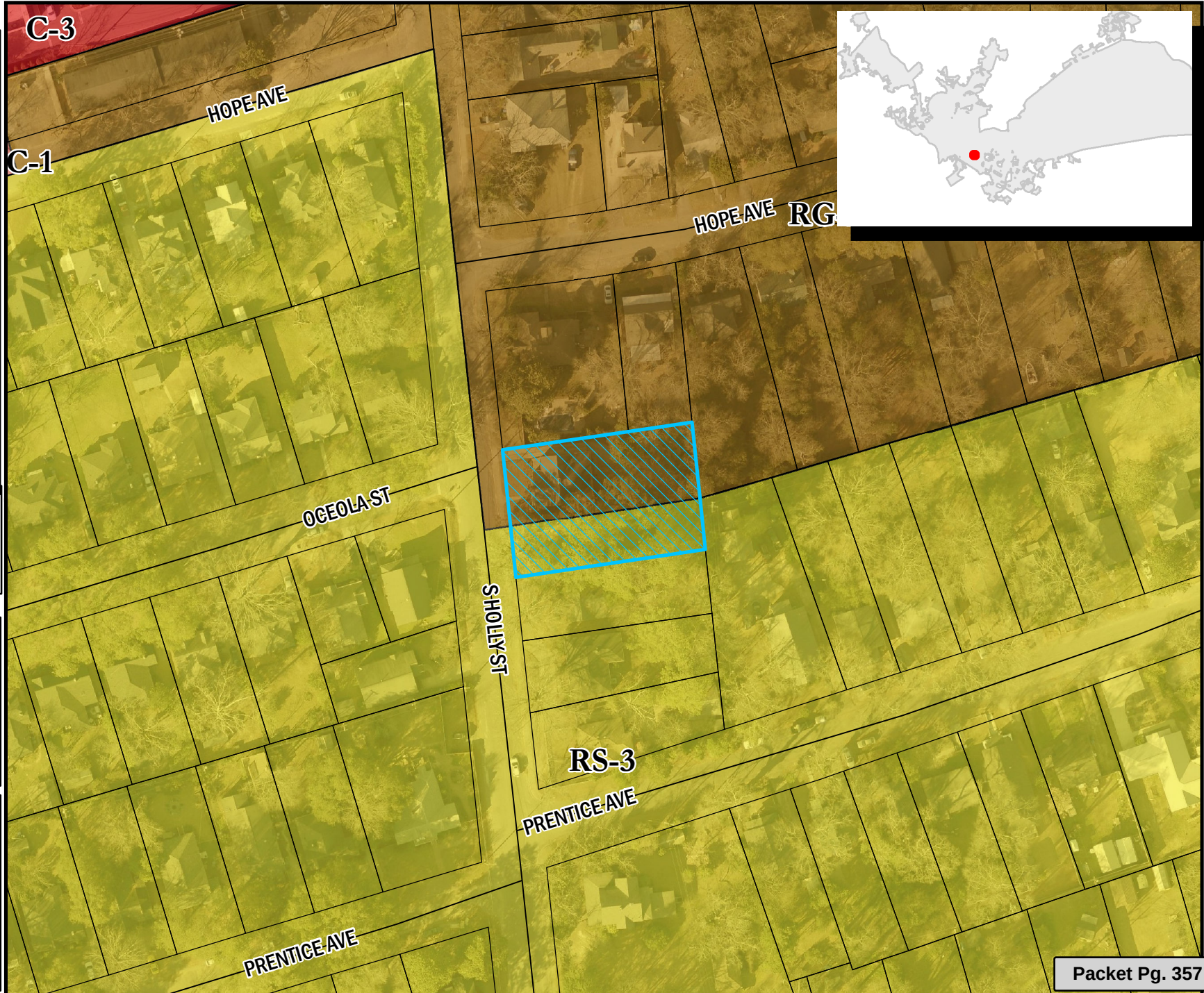
Shane Shaughnessy
December 6, 2018

DISCLAIMER:

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



We Are Columbia



Packet Pg. 357

Table of Permitted Uses RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP
AMENDMENT - 1703 McFadden Street, TMS# 11511-11-02**

PURPOSE: **Ordinance No.: 2019-015 - Amending the City of Columbia
Comprehensive Plan 2018 Future Land Use Map to include
1703 McFadden Street; Richland County TMS# 11511-11-12**

City Council District: 2

Proposal: Request to amend Chapter 8.3 of *The Columbia Plan 2018 - Future Land Use Map* to modify the land use classification from UCR-1 to UEMF.

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** LUMA-1703McFadden (PDF)
- **#b:** 2019-015 add 1703 McFadden to Comprehensive Plan (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

1703 McFadden Street, TMS# 11511-11-02

City Council District:	2
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan 2018 – Future Land Use Map</i> to modify the land use classification from UCR-1 to UEMF.
Applicant:	Lila Anna Sauls, Homeless No More
Staff Recommendation:	Approval
PC Recommendation:	02/04/2019; Approval (9-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.87

Current Use: Commercial

Proposed Use: Education Center

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Proposed Land Use Classification: Urban Edge Multi-family (UEMF)

Current Zoning: General Residential District (RG-1)

Proposed Zoning: Office and Institutional District (C-1)

Census Tract: 9

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Staff recommends that the subject property be designated Urban Edge Multi-family (UEMF) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the city. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. They are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Urban Core Residential Small Lot (UCR-1):

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

Urban Edge Multi-family (UEMF):

Primary Types:

- Multi-family High-rise
- Multi-family Small to Large

Secondary Types:

- Single-family Attached
- Multi-family Small to Large Mixed-use

Tertiary Types

- Small Format Business / Employment (excl. Flex)
- Small Format Civic / Institutional
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of *A Plan for the Redevelopment of East Central City* (2004). The subject property is located within Cluster Three (Section 2 Page 4) and site analysis identified the property as an area for potential revitalization (Section 3A Page 12) by the Plan. The Plan recommended a future land use of Attached Single Family Residential (Medium Density) (Section 4C Page 8). The subject property falls within Tier Two Catalyst 3-2 (Two Notch Rd. at Waites Rd.) (Section 5 Page 23) though it is not included in the diagrammatic illustration the follows later in the Section. The recommendation for the catalyst project is to redevelop the area incorporating civic and residential elements, and providing a central destination point for Clusters Two, Three, and Four. Higher density residential elements should provide a buffer between the civic elements and the existing single-family residential neighborhoods (Section 5 Pages 30). In general, the plan recommended that that a pedestrian friendly environment should be created throughout the study area, and a sense of community identification and continued involvement should be enhanced and encouraged.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for the property from UCR-1 to UEMF.



Future Land Use Map

1703 McFadden Street, TMS# 11511-41.a
Current FLU: UCR-1, Proposed FLU: UEMF

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  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
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional 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
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 25 50 100 Feet

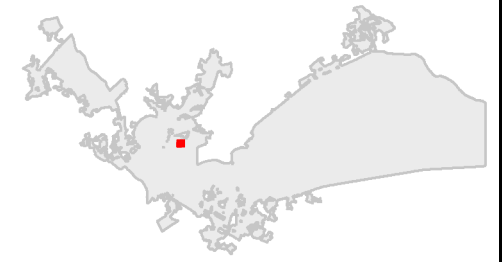
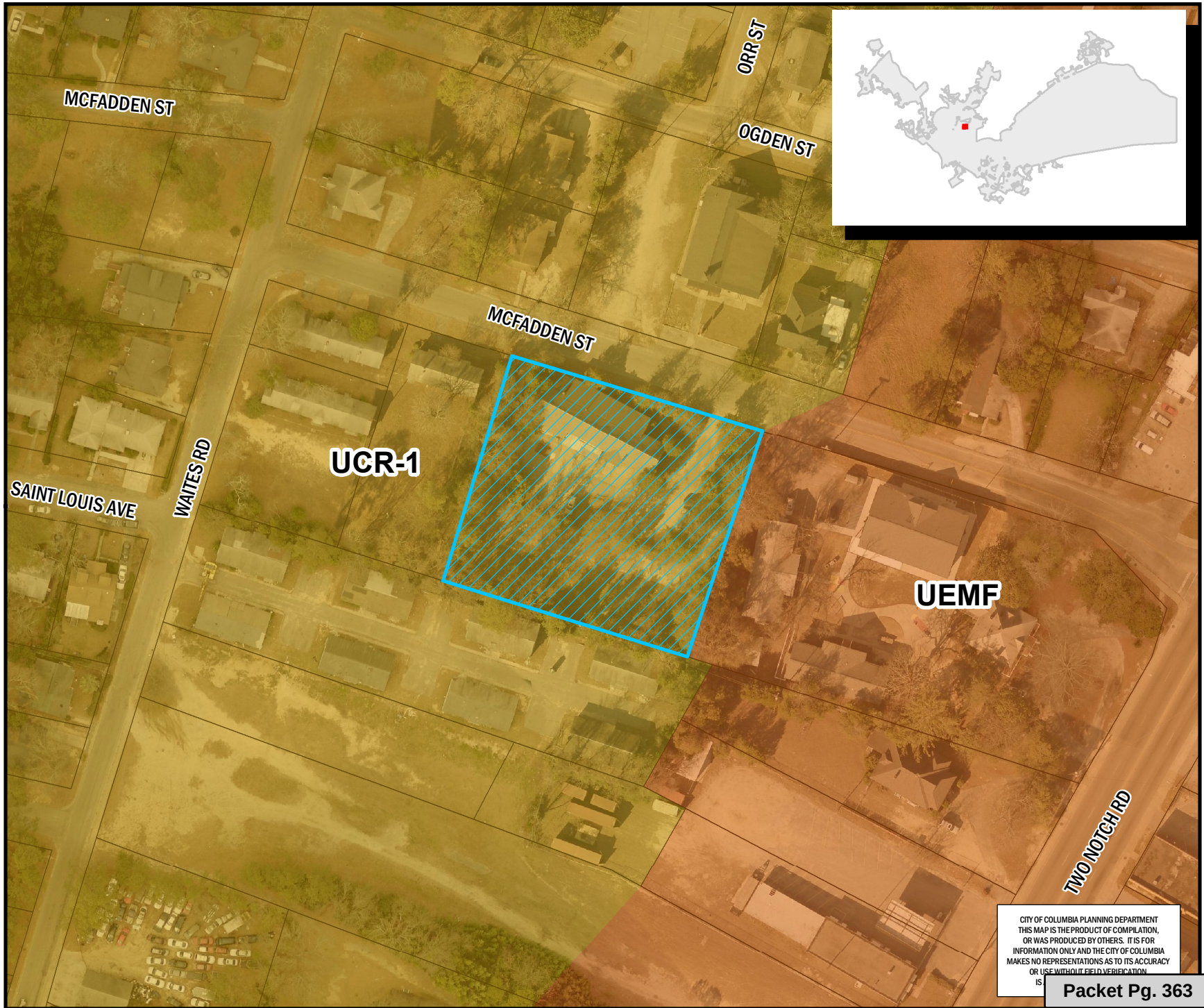
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 2, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 363

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-015

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
1703 McFadden Street; Richland County TMS# 11511-11-12*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces In Place", along with all the maps and policies contained therein; and,

WHEREAS, 1703 McFadden Street; Richland County TMS# 11511-11-12, was included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and was assigned the designated future land use classification of Urban Core Residential Small Lot (UCR-1), while the future land use classification of Urban Edge Multi-family (UEMF) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that the designated land use for 1703 McFadden Street, Richland County TMS# 11511-11-12, was identified as Urban Core Residential Small Lot (UCR-1) in Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 2, Census Tract 9, contains 0.87 acres, and the land use classification shall be amended to Urban Edge Multi-family (UEMF).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 1703 McFadden Street,
TMS# 11511-11-02

PURPOSE: Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-1

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** ZMA_1703McFadden(PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 1703 McFadden Street, TMS# 11511-11-02

Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-1

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.87

Current Use: Commercial

Proposed Use: Education Center

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Proposed Land Use Classification: Urban Edge Multi-family (UEMF)

Current Zoning: General Residential District (RG-1)

Proposed Zoning: Office and Institutional District (C-1)

Census Tract: 9

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map. Concurrent with their zoning map amendment request, the applicant has also applied to modify the future land use classification to Urban Edge Multi-family (UEMF).

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the city. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. They are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Urban Core Residential Small Lot (UCR-1):

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

Urban Edge Multi-family (UEMF):

Primary Types:

- Multi-family High-rise
- Multi-family Small to Large

Secondary Types:

- Single-family Attached
- Multi-family Small to Large Mixed-use

Tertiary Types

- Small Format Business / Employment (excl. Flex)
- Small Format Civic / Institutional
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of *A Plan for the Redevelopment of East Central City* (2004). The subject property is located within Cluster Three (Section 2 Page 4) and site analysis identified the property as an area for potential revitalization (Section 3A Page 12) by the Plan. The Plan recommended a future land use of Attached Single Family Residential (Medium Density) (Section 4C Page 8). The subject property falls within Tier Two Catalyst 3-2 (Two Notch Rd. at Waites Rd.) (Section 5 Page 23) though it is not included in the diagrammatic illustration the follows later in the Section. The recommendation for the catalyst project is to redevelop the area incorporating civic and residential elements, and providing a central destination point for Clusters Two, Three, and Four. Higher density residential elements should provide a buffer between the civic elements and the existing single-family residential neighborhoods (Section 5 Pages 30). In general, the plan recommended that that a pedestrian friendly environment should be created throughout the study area, and a sense of community identification and continued involvement should be enhanced and encouraged.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned as General Residential District (RG-1). The abutting properties in the City of Columbia are zoned General Residential District (RG-1) to the North, West and South and Neighborhood Commercial District (C-2) to the East.

The proposed zoning district is Office and Institutional District (C-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

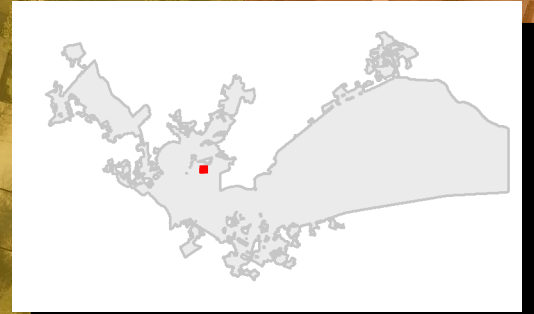
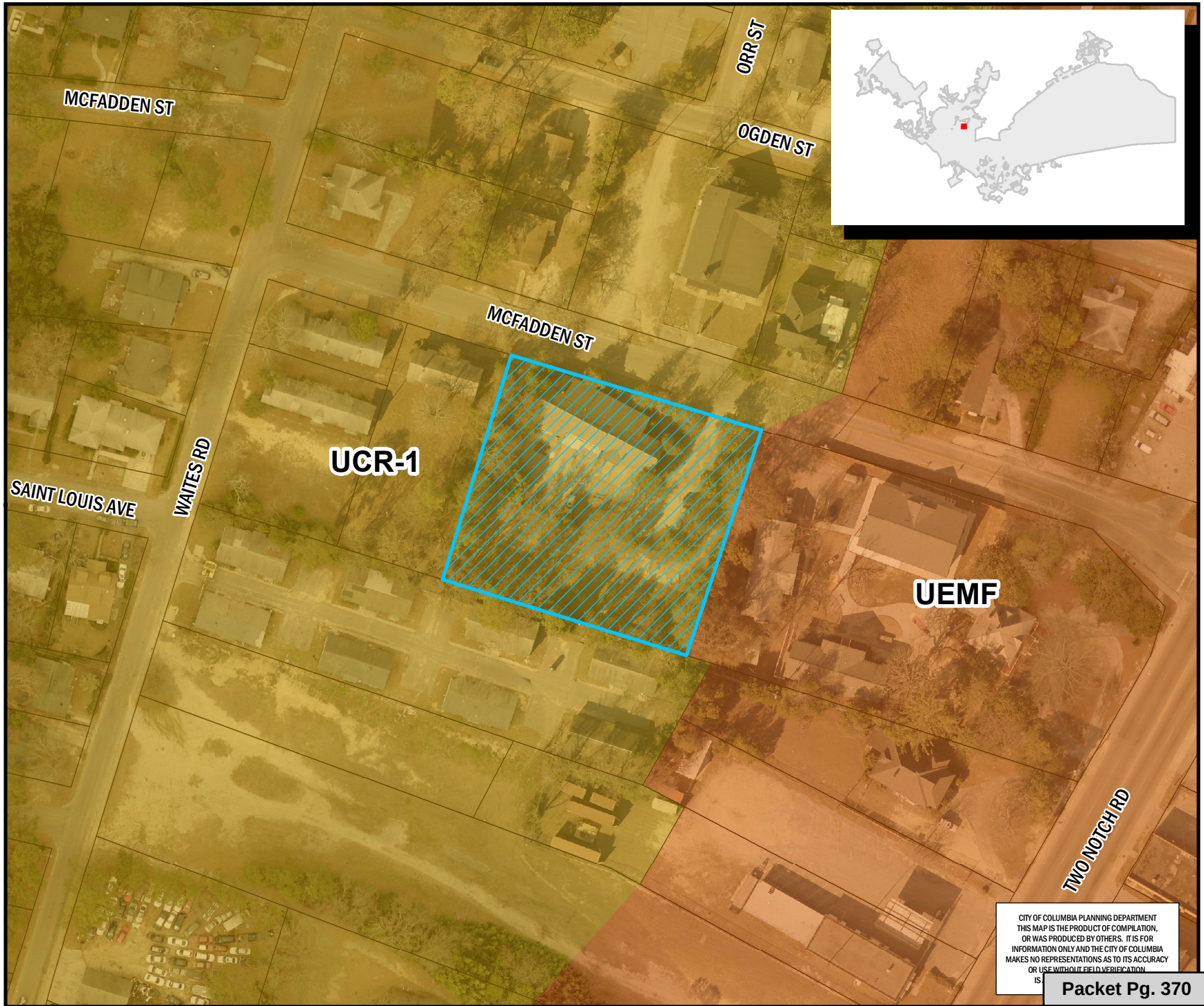
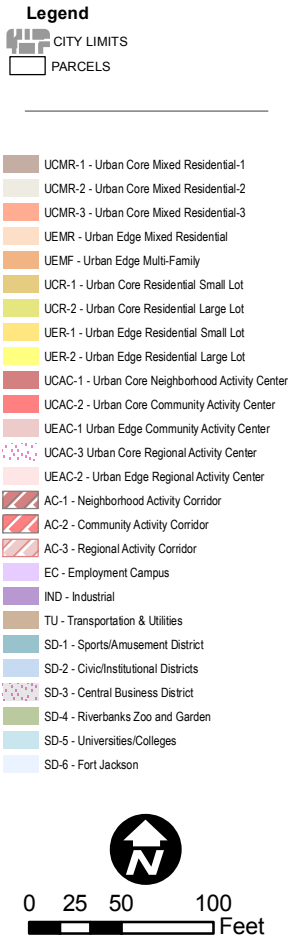
Staff recommends to City Council to grant the rezoning of the property from RG-1 to C-1.



Future Land Use Map

Department of Planning & Development Services

1703 McFadden Street, TMS# 1151 42.a
Current FLU: UCR-1, Proposed FLU: UEMR



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 2, 2019



We Are Columbia

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 370

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1703 McFadden Street, TMS# 11511 42.a
Current Zoning: RG-1, Proposed Zoning: C-1

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 2, 2019

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



We Are Columbia

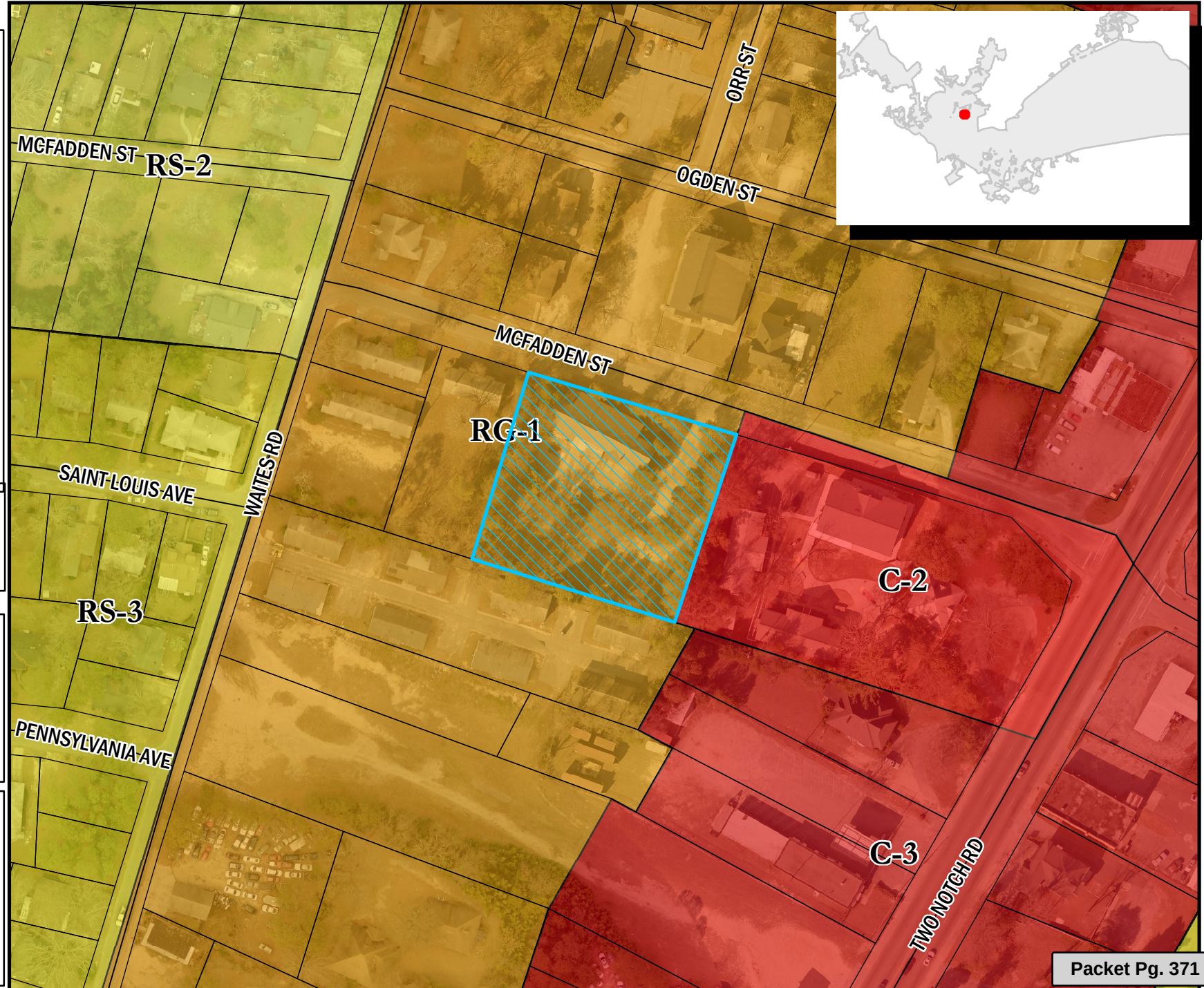


Table of Permitted Uses
RG-1
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Nursing and personal care facilities
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Day Care Facilities (17-265)
Residential Care (17-266)
Religious Organizations
Fraternity and sorority houses

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research

Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas

Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 3601 Ridgewood Avenue,
TMS# 09209-24-04

PURPOSE: Council District: 1

Proposal: Request to rezone the parcel from PUD-R to RS-2

Applicant: John Stevens, Celtic Works, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** ZMA_3601Ridgewood (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 3601 Ridgewood Avenue, TMS# 09209-24-04

Council District: 1

Proposal: Request to rezone the parcel from PUD-R to RS-2

Applicant: John Stevens, Celtic Works, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.57

Current Use: Undeveloped Property

Proposed Use: Single Family Residential

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Planned Unit Development – Residential District (PUD-R)

Proposed Zoning: Single-Family Residential District (RS-2)

Census Tract: 4

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas of two plans adopted by the City of Columbia: *The Villages of North Columbia* (2005) and the *Walkable 29203: Pedestrian Master Plan* (2017).

The subject property is located in Cluster Two of *The Villages of North Columbia* study area (2005), and is within the Hyatt Park neighborhood, and along the edge of an area with “opportunities for potential rehab/redevelopment” (Section 2 Page 46). The Plan assigns a future land use of Low Density Residential (Single-family Detached Homes) to the subject property (Section 3, Page 81). The Plan broke down the neighborhoods into different “neighborhood villages” in order to make recommendations – Hyatt Park fell within the College Village. Recommendations for the College Village included the creation of “activity nodes that would create a unique environment reminiscent of many small college towns with a pedestrian friendly environment where students and residents could walk to and from retail services, restaurants, and Hyatt Park” (Section 3 Page 96). The subject property is not located within an area identified for a catalyst project by the Plan.

The *Walkable 29203: Pedestrian Master Plan* (2017) encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned as Planned Unit Development-Residential District (PUD-R). The abutting properties in the City of Columbia are zoned Single-Family Residential District (RS-2) to the North and West, Light Industrial District (M-1) to the South and Mixed Use District (MX-1) to the East.

The proposed zoning district is Single Family Residential District (RS-2).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

- (1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends to City Council to grant the rezoning of the property from PUD-R to RS-2.



Future Land Use Map

3601 Ridgewood Avenue, TMS# 09
Current FLU: UCR-1

43.a

Department of Planning &
Development Services

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
- 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
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional 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
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 25 50 100
Feet

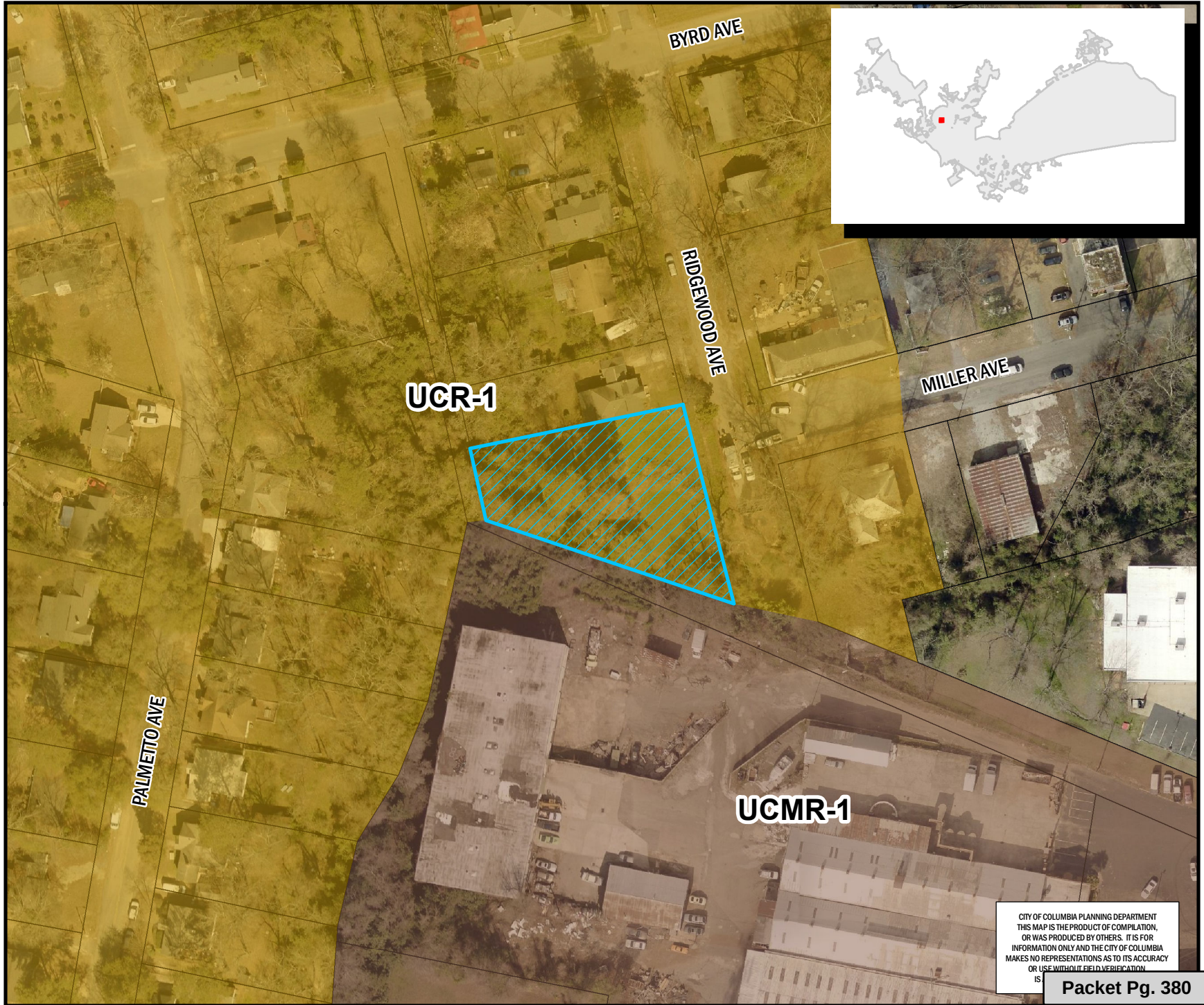
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 2, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 380

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

3601 Ridgewood Avenue, TMS# 09209-43.a
Current Zoning: PUD-R, Proposed Zoning: RS-2

Legend

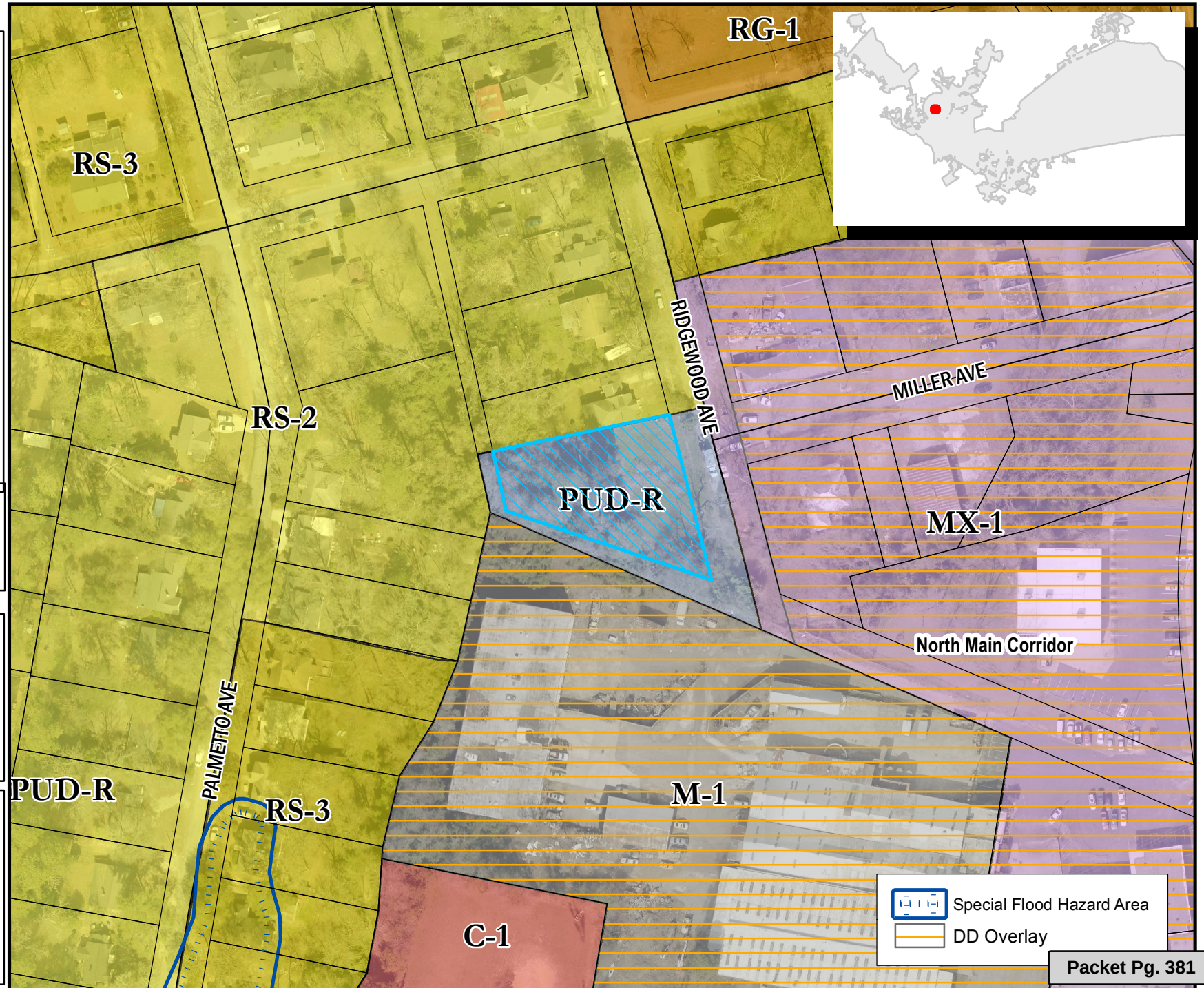
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 2, 2019

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



Special Flood Hazard Area

DD Overlay

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT - Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 316 Heyward Street, TMS# 08816-10-12

PURPOSE: Ordinance No.: 2019-017 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** TA-Heyward316_GranbyGuidelines (PDF)
- **#b:** 2019-017 amend Sec. 17-681 Districts identified (b) Architectural conservation district (7) [Granby] (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary **Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add** **316 Heyward Street, TMS# 08816-10-12**

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

PROPOSED ZONING TEXT SUMMARY

The following is the proposed updated text of Chapter 17, Article V, Division 3, §17-681(b)(7). The text in red and underlined is the proposed addition.

Sec. 17-681- Districts identified

(b) *Architectural conservation district.*

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

The proposed updated map for the Granby Architectural Conservation District Guidelines is attached to this Case Summary as well as the existing map.

STAFF RECOMMENDATION

Staff recommends City Council approve the proposed changes to the Official Zoning Code and Granby Architectural Conservation District Guidelines.

Zoning Map

Department of Planning &
Development Services

316 Heyward Street, TMS# 08816-10-12;
Existing Richland Co. Zoning: RM-HD, Proposed Zoning: RD-2, -DP

44.a

Legend

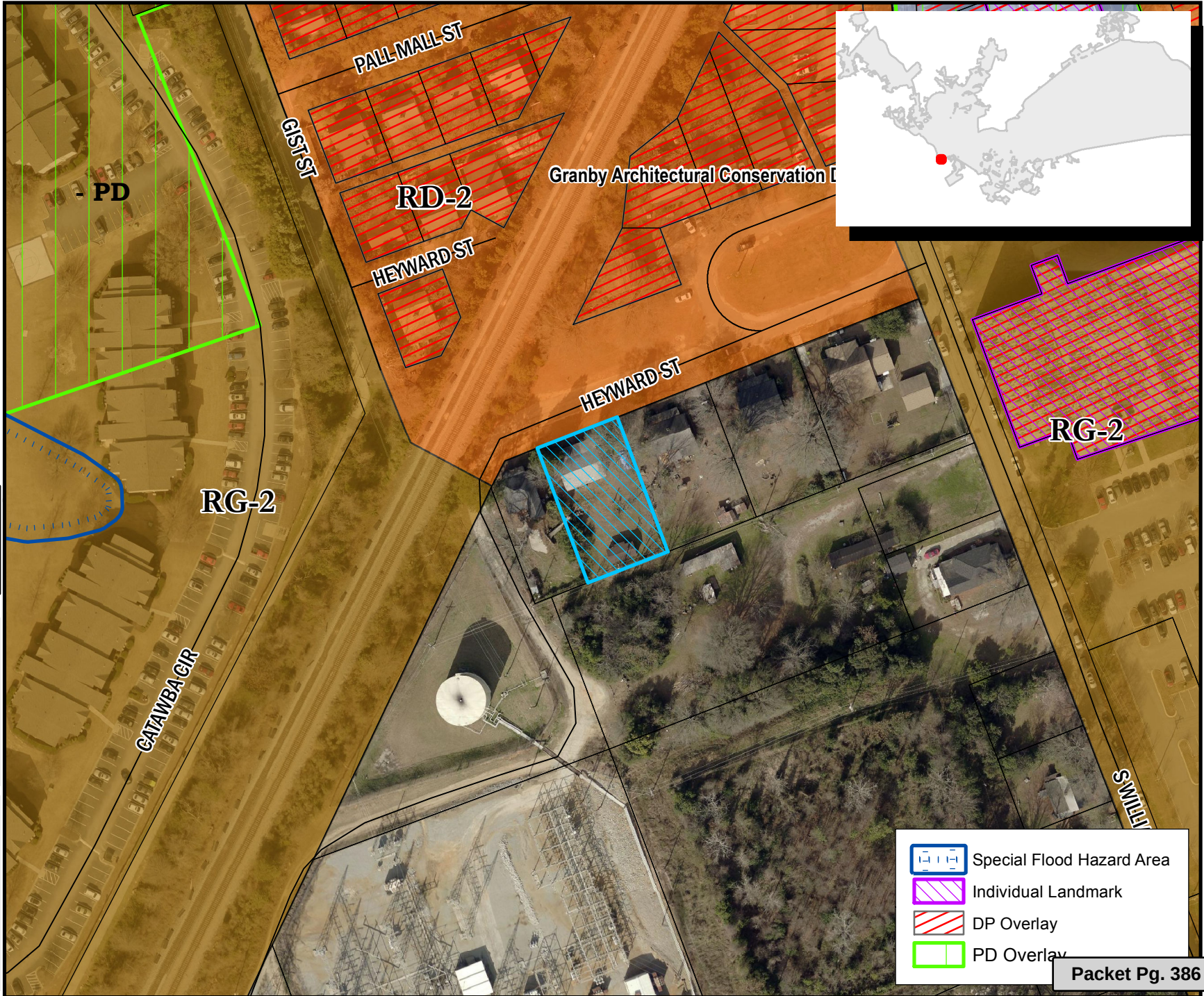
PARCELS

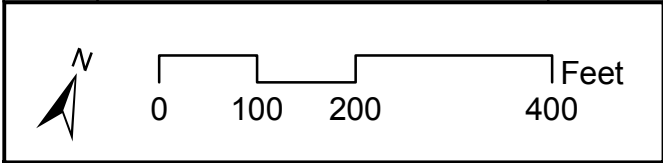
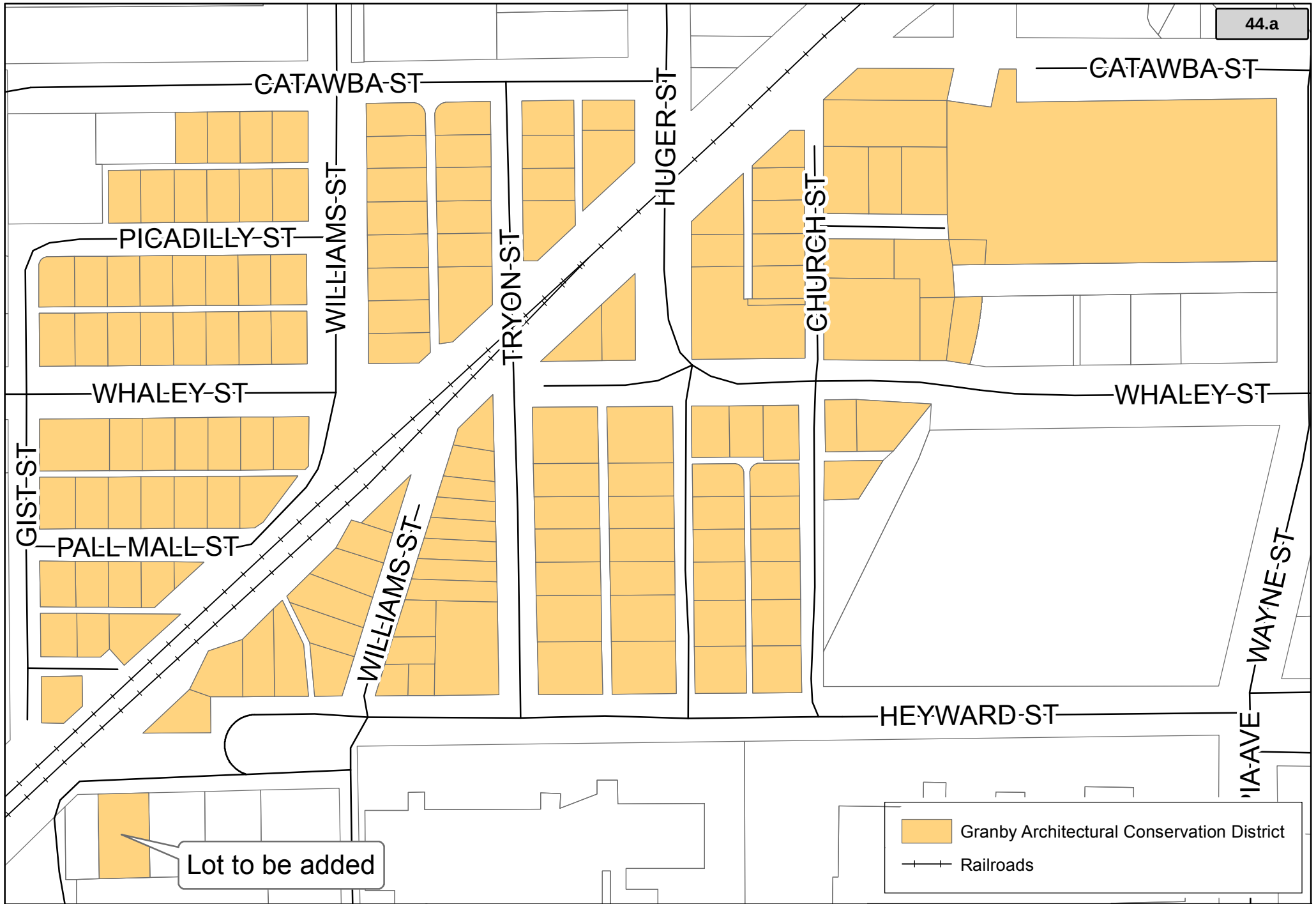
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 14, 2019

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





Granby Architectural Conservation District

**Planning & Development
Services Department**

Date: 1/15/2019
Prepared by: Shane Shaughnessy



- **DIVISION 3. - LANDMARKS AND DESIGN PROTECTION DISTRICTS**
- **Sec. 17-681. - Districts identified.**

(a)

Landmark district. The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

(b)

Architectural conservation district.

(1)

The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

(2)

The area of the city bounded generally by Wayne Street, W. Confederate Avenue, Abbeville Street and Rembert Street and to be identified as Architectural Conservation District No. 2, which is further identified as 1982 TMS 09011, all of Block 2; Block 4, Lot 1; Block 5, Lots 3, 4, 5, 6; TMS 0901 2, all of Block 2; all of Block 3; all of Block 4; Block 6, Lots 13, 14 and 15; Block 7, Lots 1, 2, 7-14; Block 8, Lots 5, 6, 7 and 8; Block 9, Lots 13-21, 23 and 24; Block 10, Lots 1-15, 19-28; all of Block 11; Block 12, Lots 1-10, 12-24; all of Block 13; all of Block 14; all of Block 15; Block 16, Lots 2-15; TMS 09016, Block 15, Lots 9 and 10; TMS 09109 all of Block 15; ; and 2008 TMS 09012-10-16, 09012-12-11.

(3)

Area generally bounded by: Woodrow Street on the west; Kirby, Webster and Murray Streets on the North; Millwood Avenue on the South and Maiden Lane on the East, TMS# 11413-06-4, 5; 11413-07-1 through 5 and 9 through 10; 11413-8-1 through 5 and 9 through 13; 11413-9-1 through 7 and 16; 11414-05-2 through 10; 11414-6-1 through 14; 11414-7-1 through 13; 11414-8-1 through 10; 11414-9-1 through 8; 11414-10-1 through 16; 11414-11-1 through 18; 11414-12-1 through 12; 11414-13-1, 2, 4 through 14; 11414-14-1 through 13; 11414-15-5 through 10; 11414-18-3 through 10; 11414-19-1 through 11 and 13 through 18; 11414-20-1 through 13; 11414-21-1 through 12; 11414-22-1, 2, 4, 5, 7 through 23; 11415-9-9 through 13; 11415-10-6, 7; 11415-12-11; 11415-13-1 through 14; 11415-14-1 through 7; 11415-15-3, 5 through 16; 11415-16-7 through 12; 13901-1-1, 2, 4 through 7; 13901-2-1 through 8; 13901-3-1 through 8; 13901-4-1 through 21; 13901-5-1 through 16; 13901-6-1 through 3 and 11 through 15; 13901-7-1 through 13; 13901-8-1, 13 through 15; 13901-10-1 through 16; 13901-11-1 through 14; 13901-12-1 through 16; 13901-13-

3 through 6; 13901-17-1 through 10 and 12 through 16; 13901-18-1 through 9, 16 and 17; 13902-1-1 through 3; 5 through 19; 13902-8-1, 6 through 9; 13902-9-1 through 18; 13902-10-21 through 35 and 37 through 43 and 54 through 57; 13902-11-1 through 7; 13902-12-1 through 14; 13902-13-1 through 11; 13902-14-1 through 17.

(4)

The area is generally bounded by Holly Street, Sims Street, Amherst Avenue, Bellwood Street and Kirkwood Street, and further identified on attached maps as TMS# 13804-01-01 through 04; 13804-10-07 through 11; 13804-11-07 through 11; 13804-12-02 through 15; 13804-13-01 through 04; 13804-14-01, 02, 03, 04, 05, and 11; 13804-18-01 through 05 and 09 through 10; 13901-15-09 through 12; and 11316-04-02 through 04 and 10 through 13.

(5)

The area is generally bound to the north by Blossom Street, to the south by Heyward Street, to the east by Congaree and Waccamaw Avenues, and to the west by Pickens and Saint James Street and Saluda Avenue, and further identified on attached maps as TMS# 11306-04-02 through 35; 11306-05-01 through 06; 11306-06-01 through 06; 11306-07-01 through 39; 11307-03-13 through 16; 11307-04-01; 11307-05-02 through 06; 11307-06-01 through 11; 11307-07-02 through 25; 11307-08-01 through 04; 11307-09-01 through 09; 11308-09-01 through 11; 11308-10-02 through 13; 11308-11-08 through 13; 11310-01-01 through 06; 11310-02-01 through 16; 11310-03-01 through 16; 11310-22-01 through 10; 11311-01-01 through 14; 11311-02-01 through 38; 11311-03-01 through 06; 11311-03-17, 11311-03-19 through 22 (all up to 100' from Waccamaw); 11311-03-23 through 26; 11311-03-27 (up to 100' from Waccamaw); 11311-03-28 through 39; 11312-13-09 through 17; 11381-01-01 through 09; 11381-02-01 through 04; 11381-03-01 through 04; 11387-01-01; 11387-02-01 through 08; 11387-03-01 through 08; and 11387-04-01 through 08.

(6)

The area of the city generally bound by the intersection of Grace and Marion Street to the north, Bull Street to the east, Elmwood Avenue to the south, and Sumter Street to the west and further identified by the following tax maps: 09016-03-02 thru 09, 09016-04-01 thru 14, 09016-05-01 thru 09, 09016-06-01 thru 09, 09016-06-11, 09016-06-16 thru 24, 09016-08-01 thru 17, 09016-08-28 and 29, 09016-09-02 thru 18, 09016-12-07, 09016-12-09 thru 11, 09109-07-01 thru 03, 09109-08-02 thru 05, 09109-09-02 and 04, 09113-01-01 and 02, 09113-05-01 thru 10, 09113-06-01 thru 10, 09113-06-12 thru 22, 09113-07-01 thru 14, 09113-08-01 thru 13, 09113-10-01 thru 07, 09113-11-01 and 02, 09113-12-01 thru 19, 09113-12-21 thru 29, 09113-13-03 thru 14, 09113-04-01 thru 12, 09113-02-01 thru 06, 09114-06-01 thru 03, 09113-03-01 thru 04, 09114-05-01 thru 06, 09110-11-02 thru 11, 09114-07-01, 09113-09-01 thru 12, 09114-01-16 and 17, 09110-10-06 (portion zoned C1), 09110-10-08 and 09, 09110-10-12, 09114-01-01 thru 14, 09114-02-01, 09114-02-03 thru 22, 09114-02-24 and 25.

(7)

The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

(c)

Protection area district.

(1)

The area of the city bounded generally by Laurel, Lincoln, Gadsden and Richland Streets and to be identified as Protection Area No. 1, and further identified on attached map as 1973 TMS 13, Block 3, Lots 4, 5 and 6; Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 23; 1973 TMS 14, Block 4, Lots 15 and 16; Block 5, Lots 17, 18, 19, 20, 21, 23, 24 and 30; Block 8, Lots 7, 8, 9, 10, 11 and 12; all of Block 9; Block 12, Lots 6, 7, 8, 9, 10, 11, 12 and 13; all of Block 13; 1973 TMS 20, Block 3, NW corner of Lot 3, west of Blanding Street; 1973 TMS 21, Block 1, Lot 22; all of Block 5; Block 9, Lots 1 and 11.

(2)

The area of the city bounded generally by Millwood Avenue, Devine Street, Harden Street, Gervais Street and Maple Street and further identified on tax maps 11312-02-04 through 07; 11312-03-01, 11, 12 and 13; 11312-04-1 through 7, 16, 17 and 18; 11388; 11316-01-01 through 05; 11316-02-01, 03, 05 and 06; 11316-03-01 through 04, 06 through 11; 11316-04-01, 02 (200' from Maple Street), 23, 24 and 25; 11316-13-01, 02, 04, 05 and 10; 11316-14-01 through 04 and 15; 11316-15-01, 02, 05, 06, 15, 16 and 23; 11386; 11391; 11390 (150' portion from Lee Street); 11405-05-06 through 11; 11406-09-09 through 14; 11406-10-04, 07, 08, 09 and 10; 11406-11-10, 11 and 12; 11409-02-01 through 35; 11409-03-01 through 24; 11409-04-01 through 33; 11409-07-20 through 37, 39 through 42; 11409-08-01 through 14; 11409-09-01 through 12; 11409-10-01 through 23, 25 through 27; 11409-11-01 through 16, 18 through 21; 11409-12-01 through 24; 11409-13-01 through 21; 11409-14-01; 11409-15-01 through 19; 11409-16-01; 11409-17-01 through 13; 11409-18-05 through 09 and 11409-22-01 through 11, and the buffer area which is identified on tax maps 11405-05-05, 12, 13, 14 and 15; 11405-06-01 through 07; 11406-09-15 and 16; 11406-11-07 and 08; 11409-05-01 through 04; 11409-06-01 through 23 and 25 through 27; 11409-07-01, 03 through 19 and 43; 11409-18-04; 11409-21-04 through 07; and, 11409-22-12 through 15, is hereby designated as Protection Area No. 2, also to be known as the Old Shandon/Lower Waverly Historic District. A copy of the "Old Shandon/Lower Waverly Design Guidelines" are on file in the office of the city clerk and are incorporated herein by reference.

(3)

The area of the City generally bound by Harden Street, Gervais Street, Millwood Avenue, and Taylor Street and to be identified as Waverly Protection Area and further identified on tax maps as TMS# 11410-01-1 through 17 and 26 through 29; 11410-02-1, 17 through 22; 11411-01-7, 11, 12, 14, 15; 11411-15-2 through 5, 8, 13 through 16; 11411-16-1 through 20; 11411-17-1 through 15; 11406-05-2 through 13; 11406-06-1 through 5 and 8 through 13; 11406-07-1 through 6, 10, 13, 18 through 24; 11406-08-2 through 19; 11407-14-3 through 23; 11407-15-1, 3 through 10; 11407-16-1 through 13; and as TMS# 11410-01-18 through 25; 11410-02-2 through 7, 9, 10, 14 through 16; 11411-01-1 through 3, 13, 16 through 19; 11411-15-1, 6, 7, 9 through 12; 11406-05-1, 14 through 20; 11406-07-7 through 9, 11, 12, 14 through 17; 11406-08-1, 20, 23 through 29; 11407-07-1 through 3; 11407-08-1 through 6; 11407-09-2; 11407-13-1 through 7, 10, 11, 13, 18 through 20, and 22 through 27; 11407-14-1.

(4)

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and to be identified as Earlewood Protection Area and further identified on the following tax maps:

AREA A.

TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01

through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04-01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

AREA B.

TMS# 9105-01-01 through 11, 14 through 21; 9105-02-01 through 04; 9105-12-07 through 15; 9105-14-09 through 17; 9105-15-02 through 09, 12 through 16, 20, 21, 23 through 36, 38 through 42; 9106-20-01 & 02; 9106-21-08 through 14; 9107-01-01 & 02; 9107-05-01 through 06, 08 through 16; 9107-06-01, 03 through 18; 9107-07-03 through 23, 46 through 53; 9107-15-02 through 06, 09; 9108-07-01 & 02; 9109-19-11 & 12; 9109-20-01 through 03, 12; 9111-01-01 through 11; 9111-02-01 through 10, 14 through 24; 9111-03-01, 07 through 10; 9111-08-01; 9111-11-01 through 06; 9111-12-03, 06 through 13; 9111-13-01 through 10; 9112-10-01 & 05; 9112-14-01 through 03, 07 through 12.

(5)

The area of the city bounded generally by Catawba Street on the north, Assembly Street on the east, Heyward Street on the south and Wayne Street on the west and further identified on TMS# 08913-06-02 through 08913-06-06; 08913-07-01 through 08913-07-08; 08913-08-01 through 08913-08-08; 08913-09-02 through 08913-09-05; 08913-10-01 through 08913-10-08; 08913-11-01 through 08913-11-06; 08913-12-01 through 08913-12-10; 08981-01-01 through 08981-01-16 also to be known as the Whaley Historic District.

(6)

The area of the city generally bound by Huger Street on the west, Gadsden Street on the east, Lady Street on the north and Gervais Street on the south and further identified on TMS# 08912-04-01, 08912-04-06, 08912-04-07; 08912-05-01 through 06, 08912-05-09, 08912-05-11; 08912-06-01 through 04, 08912-06-06A, 08912-06-06B, 08912-06-07 through 13; 08912-07-01, 08912-07-10 through 12; 08912-08-02(p), 08912-08-03, 08912-08-04, 08912-08-05; 08912-10-01 through 03, 08912-10-04(p), 08912-10-13 through 15, 08912-10-18 through 21; 08916-11-02(p), 08916-11-09(p); 09009-08-01(p), 09009-08-08 through 10; 09009-09-02, 09009-09-05(p), 09009-09-07 through 23; 09090-01-01 through 07; 09090-02-01 through 07; 09090-03-01 through 07.

(7)

The area of the city bounded generally by Monticello and Arlington Streets on the west, Timrod Street on the north, Kinderway and Fuller Avenues to the east, Wildwood Avenue and Jackson Avenue to the south, and further identified as TMS# 09210-05-01 through 05, 09210-05-07,

09210-05-12, 09210-05-18, 09210-05-19, 09211-07-02, 09211-07-04, 09211-08-01, 09211-08-02, 09211-09-01, 09211-10-01 through 09211-10-12, 09212-07-08 through 09212-07-12, 09214-01-01 through 09214-01-10, 09214-02-01 through 09214-02-05, 09214-02-07 through 09214-02-12, 09215-01-01 through 09215-01-12, 09215-02-01 through 09215-02-05, 09215-03-01 through 09215-03-06, 09215-04-01 through 09215-04-08, 09215-05-01 through 09215-05-14, 09215-06-01, 09215-06-02, 09215-06-06, 09215-06-09, 09215-07-01 through 09215-07-04, 09215-17-01, 09215-18-01 through 09215-18-11, 09215-19-01 through 09215-19-05, 09215-19-07, 09215-20-01, 09215-21-01 (partial), 09215-22-01 through 09215-22-06, 09216-08-48 through 09216-08-54, 09216-08-56 through 09216-08-60, 09216-08-63 through 09216-08-66, 09216-09-01 through 09216-09-04, 09216-10-01 through 09216-10-04, 09216-10-06 through 09216-10-10, 09216-11-01 through 09216-11-04, 09216-12-01 through 09216-12-07 also to be known as the Seminary Ridge Historic District.

(d)

Historic commercial district.

(1)

The area of the city generally bound by Gadsden Street on the west, Lady Street on the north, Park Street on the east and Gervais Street on the south and further identified on TMS# 08912-07-02 through 04, 06 through 09, 13, 14; 08916-01-01 through 04, 06 through 10, 13 through 15, 19; 08916-02-01, 02, 04 through 09, 13; 08916-03-01 through 04(p); 08916-11-02(p), 04A(p), 07, 09(p), 10(p); 09013-09-17 through 19; 09013-11-01, 04 through 17, 20; 09013-12-03(p), 11 through 17, 20; 09013-13-09(p), 12, 13, 17; 09089-01-01; 09089-02-01; 09089-03-01; 09089-04-01.

(Code 1979, pt. 6, ch. 8, app. A; Ord. No. 2001-085, 10-3-01; Ord. No. 2003-054, § 3, 10-15-03; Ord. No. 2005-009, 2-9-05; Ord. No. 2005-071, 7-20-05; Ord. No. 2007-027, 6-6-07; Ord. No. 2008-009, 4-2-08; Ord. No. 2009-025, 6-3-09; 2009-130, 2-3-10; Ord. No. 2010-109, 7-29-10; Ord. No. 2010-138, 10-6-10; Ord. No. 2010-138, 10-6-10; Ord. No. 2011-070, 10-11-11; Ord. No. 2013-001, 2-5-13; Ord. No. 2013-085, 10-1-13; Ord. No. 2016-109, 12-16-16 ; Ord. No. 2018-021 , 6-5-18)

ORDINANCE NO.: 2019-017

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7), is amended to read as follows:

Sec. 17-681. Districts identified.

(b) Architectural conservation district.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; **08816-10-12**; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

Requested by:

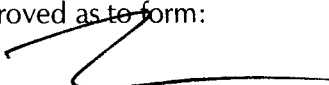
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street; TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

PURPOSE: Ordinance No.: 2019-014 - Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Mixed Residential - Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) and assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: 135 Williams Street, LLC and Mary Frances Paris

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** ANNEX-2018-0025_WilliamSt (PDF)
- **#b:** 2019-014 annex-incorporate Williams and Heyward Street properties (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03**

Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) and assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County.
Applicant:	135 Williams Street, LLC and Mary Frances Paris
Staff Recommendation:	Approval
PC Recommendation:	01/07/2019; Approval (8-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approximately 5.7 acres

Current Use: Vacant/Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current Richland County Land Use: Mixed Residential High Density

Proposed Land Use Classification: Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1)

Current Richland County Zoning: Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD)

Proposed Zoning: General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP)

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

We find that the proposed **annexation will result in an increased number of calls for service**. The proposed development on the property being annexed includes 85 units (84 multifamily units and 1 single-family unit). To prepare an estimated cost, we have reviewed the yearly calls for service at other multifamily developments near the University of South Carolina. Our standard methodology for multifamily developments involves projecting the cost on a calls per person estimate. Using this methodology generates an estimated annual cost of approximately \$26,000. However, the Census-reported 2010 population of the referenced properties appears to be significantly lower than the current population, reducing the reliability of an estimate based upon calls per person. To account for this, we generated a projected cost based upon estimated calls per dwelling unit. **The estimated cost to serve this proposed development calculated on a per-dwelling unit cost is approximately \$13,000 annually.**

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated additional cost for the proposed 84 multifamily units** on the property under consideration for annexation, as solid waste service is not provided to this type of property. The **annual cost to provide solid waste service to the one (1) single family residence at 316 Heyward Street is approximately \$187/year.**

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The development of 84 units on this site proposed for annexation will create new revenue, at the approximately **40% reduced** water and sewer service rates for in-city customers.

Planning & Development Services

We recommend annexation of this property, located within a “donut hole” as designated in the Urban Service Area plan. The overall proposed development includes property currently within the City limits- however within the portion currently pending annexation, the proposed development includes 84 multifamily units and a single family residence. Based upon the estimated taxable value of this portion, **the annual real estate tax revenue generated will be approximately \$50,000.** It should be noted that this proposed development—and all the estimates on this page—include a ~6,400 sq. ft. parcel that is part of a separate pending annexation request.

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or

another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classifications for the subject property are Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1); the property is currently classified as Mixed Residential High Density by Richland County.

**Urban Core Mixed Residential – Type 3
(UCMR-3)**

Primary Types:

- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types:

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Small Format Business / Employment
- Small Format Civic / Institutional
- Small Format Commercial

**Urban Core Neighborhood Activity Center
(UCAC-1)**

Primary Types:

- Small Format Business / Employment (excl. Flex)
- Multi-family Small Mixed-use

Secondary Types:

- Civic / Institutional
- Multi-family Small or Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

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*, which was adopted by the City of Columbia and Richland County in 2017.

The Plan makes specific recommendations regarding the future land use, aligned with the Plan Columbia future land use classifications. A modification to those recommendations is made through the proposal of the UCAC-1 future land use classification for a portion of the property. This modification was made after discussion of the specific site, which is adjacent to commercial and multi-family residential uses, as well as to the power substation and quarry. As such, it is not anticipated that this portion of the site, which is not part of the existing historic residential fabric, would be developed as fits with the UCMR-3 classification. Within the future land use recommendations, the Plan also identifies characteristics specific to the study area for both UCMR-3 and UCAC-1. For UCMR-3, Mill District characteristics include: mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue & Whaley Street) (pg. 32). For UCAC-1, Mill District characteristics include: mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods (pg. 33).

Specific to the area surrounding the subject property, the Plan also makes recommendations regarding the creation of bike facilities on Heyward and Williams Street, the undertaking of streetscape modifications and the installation of green infrastructure along Heyward Street, and identifies green space opportunities along Heyward Street.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Two Family Residential District (RD-2) to

the North and General Residential District (RG-2) to the East. Surrounding parcels in unincorporated Richland County are currently zoned HI to the South and West.

The proposed City of Columbia zoning district is General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Two-Family Residential District (RD-2)

The RD and RD-2 districts are intended as one- and two-family residential areas with attached and detached units with medium to high population densities. RD-2 is intended for use only in Historic Mill Village areas and only shall be applied where more than 50 percent of the parcels retain the original Mill Village residence. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the two-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council annex the subject property and assign land use classification of Urban Core Mixed Residential and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) at the time of annexation.

Staff recommends that City Council assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

Legend

CITY LIMITS
 PARCELS

UCMR-1 - Urban Core Mixed Residential-1
UCMR-2 - Urban Core Mixed Residential-2
UCMR-3 - Urban Core Mixed Residential-3
UEMR - Urban Edge Mixed Residential
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
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
SD-1 - Sports/Amusement District
SD-2 - Civic/Institutional Districts
SD-3 - Central Business District
SD-4 - Riverbanks Zoo and Garden
SD-5 - Universities/Colleges
SD-6 - Fort Jackson

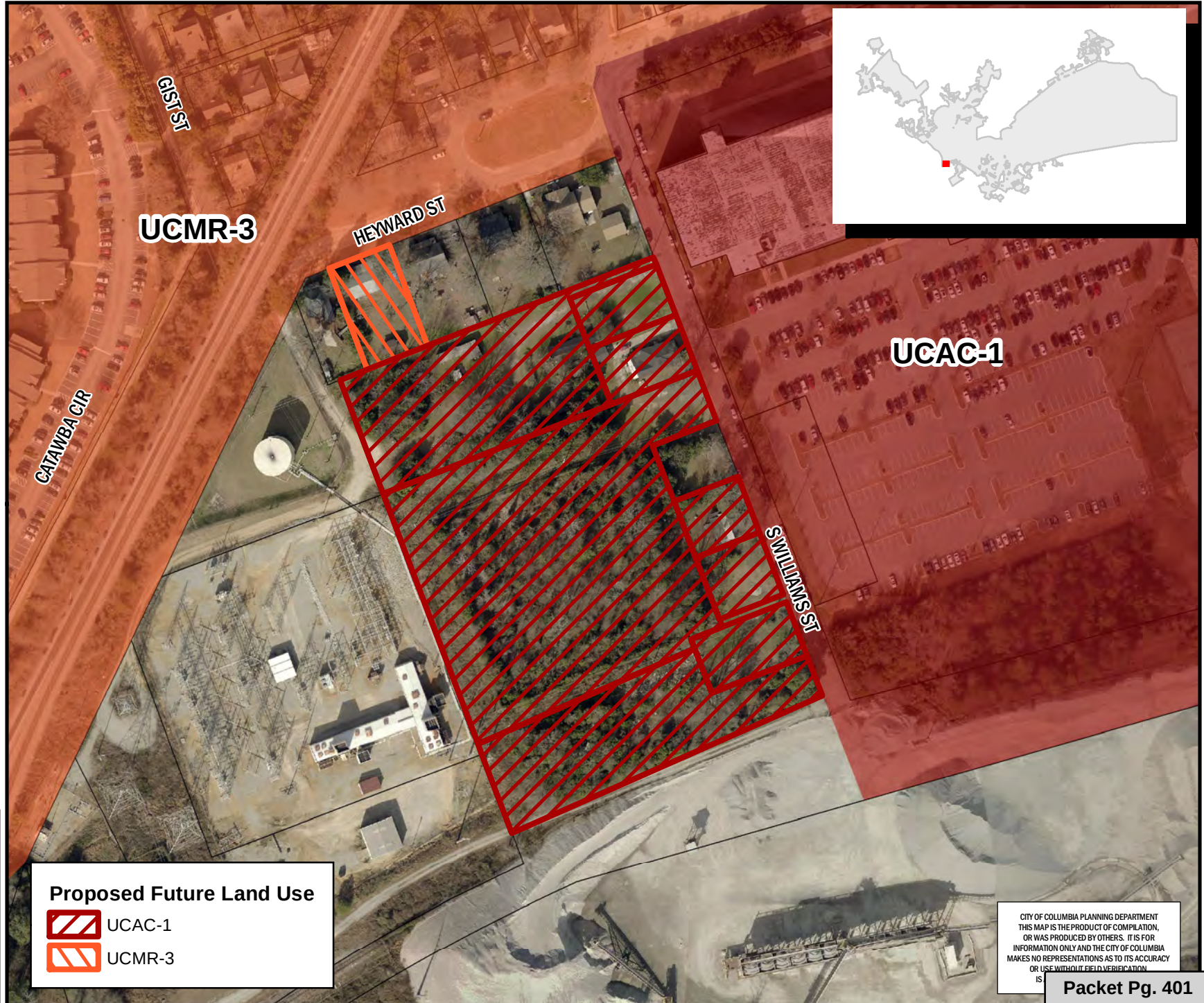
0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 11, 2018



111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Willilams St. and 316 Heyward Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10,
08816-10-12, 08816-10-17, and 08816-10-03
Current FLU: Mixed Residential High Density; Proposed FLU: UCMR-3 and UCAC-1

45.a



Zoning Map

Department of Planning & Development Services

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Willilams St. and 316 Heyward Street, TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

45.a

Current Richland Co. Zoning: HI and RM-HD; Proposed Zoning: RG-2 and RD-2, -DP

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
December 11, 2018

DISCLAIMER:

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



We Are Columbia

Existing Richland Co. and Proposed City Zoning

RM-HD to RD-2, -DP

HI to RG-2

	Special Flood Hazard Area
	Landmark
	Individual Landmark
	DP Overlay
	PD Overlay

Packet Pg. 402

ORDINANCE NO.: 2019-014

Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP), apportioned to City Council District 2, Census Tract 28, contains 5.68 acres, and shall be assigned a land use classification of Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-008

All those certain pieces, parcels, or lots of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and designated on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506, consisting of the following: Lot 7 on Block 31 containing 0.18 acre (TMS# 08816-10-02), Lot 11 on Block 31 containing 0.15 acre (TMS# 08816-10-05), Lot 12 on Block 31 containing 0.16 acre (TMS# 08816-10-07), Lot 13 on Block 31 containing 0.21 acre (TMS# 08816-10-08), a lot bordering the southwest portion of Lot 13 on Block 31 containing 0.83 acre (TMS# 08816-10-09), a lot bordering the northwest portion of Lot 7 on Block 31 containing 1.09 acres (TMS# 08816-10-10), and Lot 2 on Block 31 containing 0.25 acre (TMS# 08816-10-12); reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12

Property Address: 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street

AND:

All that certain piece, parcel, lot or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as a reservoir containing approximately 2.725 acres on a plat prepared for Sunset Medical Corporation by Power Engineering Company, Inc., dated March 3, 1999, recorded in Book 289 at page 152, Richland County Register of Deeds, and having the following measurements: Commencing at a point located on the western boundary of the right of way of Williams Street being the southeastern corner of property owned now or formerly by Mable R. Paris and running S16°40'48"E for 79.46 feet; thence turning and running S73°22'53"W for 85.91 feet; thence turning and running S16°21'54"E for 74.16 feet; thence turning and running S16°42'45"E for 169.12 feet; thence turning and running S73°20'15"W for 41.26 feet; thence turning and running S16°35'45"E for 12.50 feet; thence turning and running S73°26'51"W for 294.40 feet; thence turning and running N16°35'38"W for 335.39 feet; thence turning and running N73°31'23"E for 335.51 feet; thence turning and running N73°08'15"E for 85.89 feet to the point of beginning.

Richland County TMS: 08816-10-17

Property Address: W/S Williams Street

AND:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and designated as Lot 8, Block 31 consisting of 0.20 acre on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506; reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-03

Property Address: 108 South Williams Street

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 12, 2018

RE: **Property Address:** 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street
Richland County TMS#: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03
Owner(s): 135 Williams Street, LLC and Mary Frances Paris
Current Use: Vacant / Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Core Mixed Residential and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1)
Current County Zoning: Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD)
Proposed City Zoning: General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 28

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **January 7, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

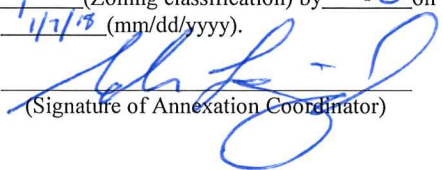
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saeed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
--	---

Planning Commission Land Use Recommendation: UCMR-3/UCAC-1 (Land Use classification) by 8-0 on 1/2/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2/RD-2, -DP (Zoning classification) by 8-0 on 1/2/18 (mm/dd/yyyy).


(Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Williams St. and 316 Heyward Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10,
08816-10-12, 08816-10-17, and 08816-10-03
Current FLU: Mixed Residential High Density; Proposed FLU: UCMR-3 and UCAC-1

Legend
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- 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
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Edge Regional Activity Center
- AC1 - Neighborhood Activity Corridor
- AC2 - Community Activity Corridor
- AC3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD1 - Sports/Amusement District
- SD2 - Civic/Institutional Districts
- SD3 - Central Business District
- SD4 - Riverbank's Zoo and Garden
- SD5 - Universities/Colleges
- SD6 - Fort Jackson



0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 11, 2018



Packet Pg. 407

Proposed Future Land Use

- UCAC-1
- UCMR-3



UCMR-3

HEYWARD ST

UCAC-1

S WILLIAMS ST

CATAWBA CIR

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS AT THE SOLE RISK OF THE USER.

Zoning Map

Department of Planning & Development Services

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

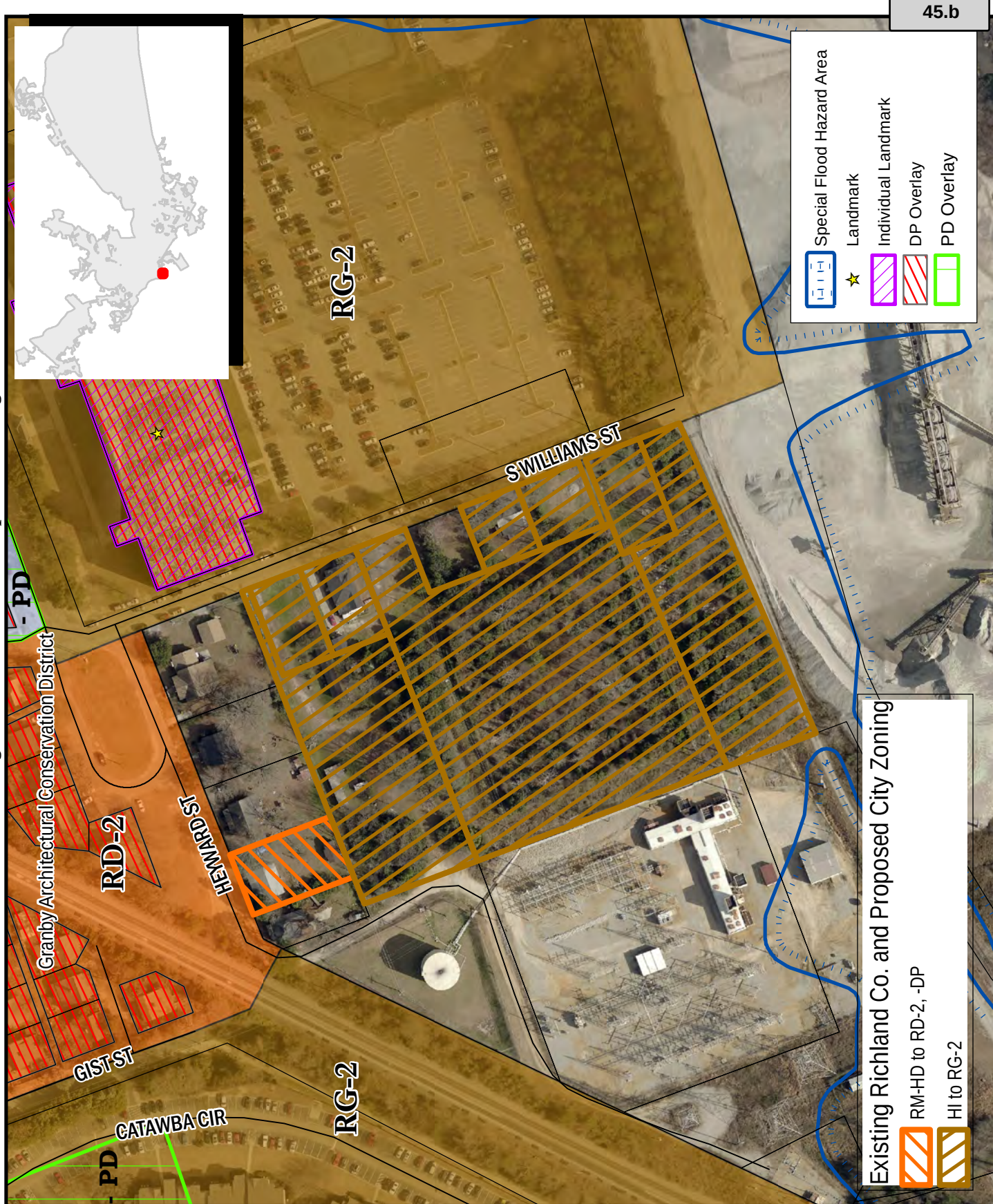
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 11, 2018

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

Packet Pg. 408

We Are Columbia

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Willilams St. and 316 Heyward Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03
Current Richland Co. Zoning: HI and RM-HD; Proposed Zoning: RG-2 and RD-2, -DP



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels, or lots of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and designated on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506, consisting of the following: Lot 7 on Block 31 containing 0.18 acre (TMS# 08816-10-02), Lot 11 on Block 31 containing 0.15 acre (TMS# 08816-10-05), Lot 12 on Block 31 containing 0.16 acre (TMS# 08816-10-07), Lot 13 on Block 31 containing 0.21 acre (TMS# 08816-10-08), a lot bordering the southwest portion of Lot 13 on Block 31 containing 0.83 acre (TMS# 08816-10-09), a lot bordering the northwest portion of Lot 7 on Block 31 containing 1.09 acres (TMS# 08816-10-10), and Lot 2 on Block 31 containing 0.25 acre (TMS# 08816-10-12); reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12

Property Address: 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street

135 Williams Street, LLC

BY:

(Signature)

Ronald L. Caplan

(Print or Type Name)

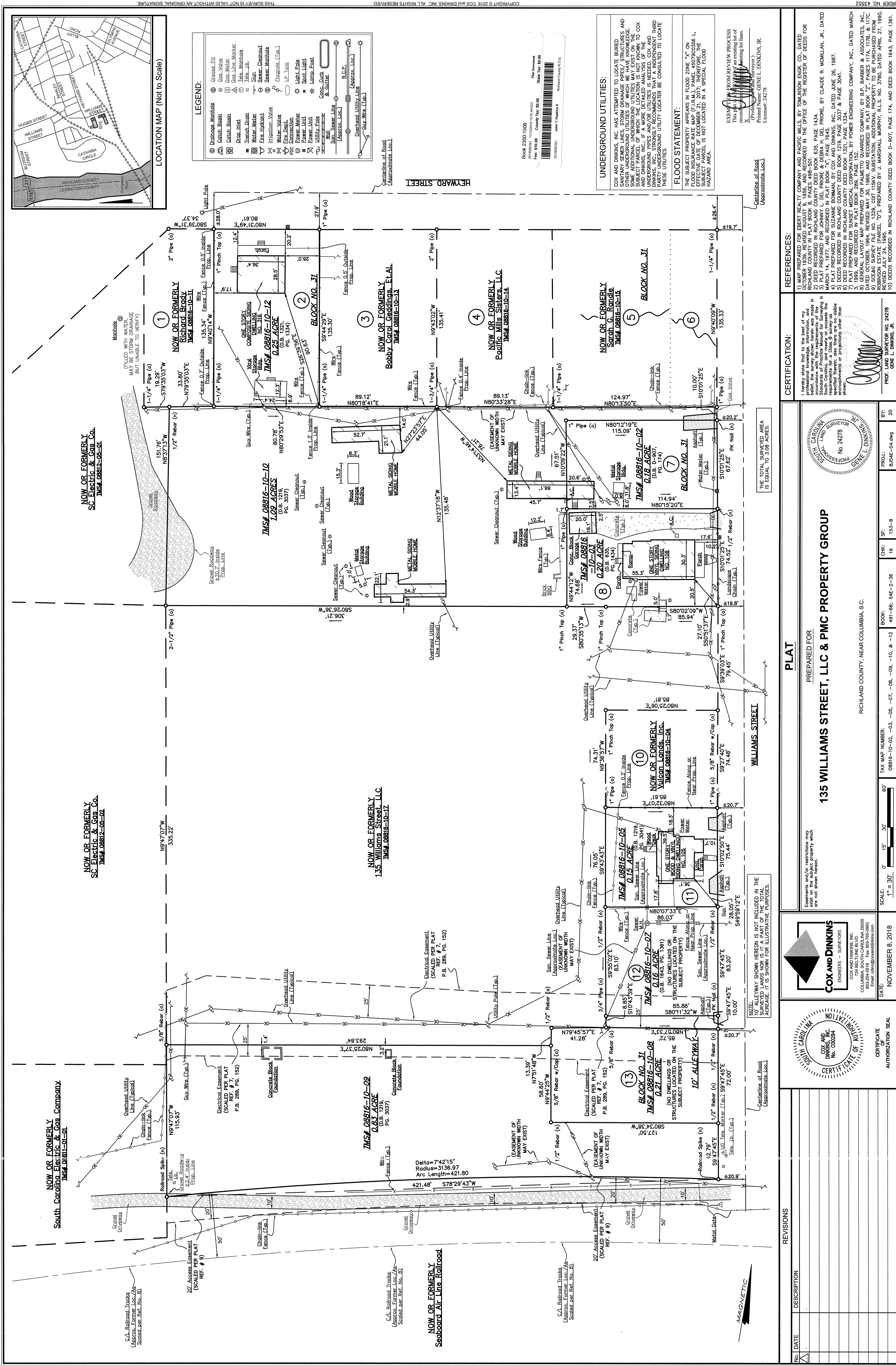
Date:

12/11/18

ITS:

Manager

(Print or Type Title)



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

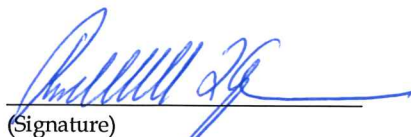
Property Description: All that certain piece, parcel, lot or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as a reservoir containing approximately 2.725 acres on a plat prepared for Sunset Medical Corporation by Power Engineering Company, Inc., dated March 3, 1999, recorded in Book 289 at page 152, Richland County Register of Deeds, and having the following measurements: Commencing at a point located on the western boundary of the right of way of Williams Street being the southeastern corner of property owned now or formerly by Mable R. Paris and running S16°40'48"E for 79.46 feet; thence turning and running S73°22'53"W for 85.91 feet; thence turning and running S16°21'54"E for 74.16 feet; thence turning and running S16°42'45"E for 169.12 feet; thence turning and running S73°20'15"W for 41.26 feet; thence turning and running S16°35'45"E for 12.50 feet; thence turning and running S73°26'51"W for 294.40 feet; thence turning and running N16°35'38"W for 335.39 feet; thence turning and running N73°31'23"E for 335.51 feet; thence turning and running N73°08'15"E for 85.89 feet to the point of beginning.

Richland County TMS: 08816-10-17

Property Address: W/S Williams Street

135 Williams Street, LLC

BY:


 (Signature)

Ronald L. Caplan
 (Print or Type Name)

Date:

11/19/18

ITS:

Manager
 (Print or Type Title)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and designated as Lot 8, Block 31 consisting of 0.20 acre on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506; reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-03

Property Address: 108 South Williams Street

Seller:

Mary Frances Paris
 Mary Frances Paris

Date: Nov. 20/18

Buyer:

135 Williams Street, LLC

BY: _____
 (Signature)

Date: _____

 (Print or Type Name)

ITS: _____
 (Print or Type Title)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and designated as Lot 8, Block 31 consisting of 0.20 acre on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506; reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-03

Property Address: 108 South Williams Street

Seller:

 Mary Frances Paris

Date: _____

Buyer:

135 Williams Street, LLC

BY: _____

(Signature)

Ronald L. Caplan

(Print or Type Name)

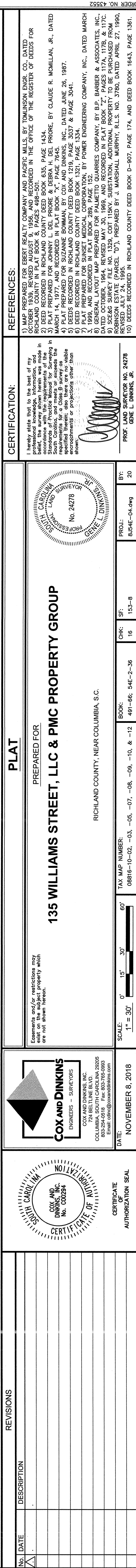
Date: _____

11/19/18

ITS: _____

Manager

(Print or Type Title)





We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT - Amend §17-401 to Exempt Signage Associated with a Wayfinding Program

PURPOSE: Ordinance No.: 2019-016 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign

Proposal: Amend the text of §17-401 to exclude signage installed as part of a wayfinding program sponsored by Columbia City Council from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** TA-Wayfinding_17-401 (PDF)
- **#b:** 2019-016 amend Sec. 17-401 Definitions, Sign add (8) (wayfinding program) (PDF)



CITY COUNCIL

March 19, 2019 at 5:15pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend §17-401 to Exempt Signage Associated with a Wayfinding Program

Proposal: Amend the text of §17-401 to exclude signage installed as part of a wayfinding program sponsored by Columbia City Council from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401– Definitions

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

DETAIL

A new wayfinding system is being implemented throughout Columbia's central business district to assist residents and visitors in navigating to major points of interest within Columbia. A majority of the signage is oriented towards vehicles, but an important part of the program is to position interactive wayfinding kiosks in the City's walkable, business districts to provide information and directions to pedestrians. These kiosks will contain some advertising messages, which necessitates a text amendment to permit off-premise advertising when associated with a wayfinding program.

STAFF RECOMMENDATION

Staff recommends the City Council approve the request to amend the text of §17-401 of the Zoning Code.

TEXT AMENDMENT – WAYFINDING SIGNAGE - 2019

DIVISION 12. SIGNS

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

- (1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.
- (2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.
- (3) Legal notices, identification, information or directional signs erected or required by governmental bodies.
- (4) Integral decorative or architectural features of buildings, except letters, trademarks moving parts or moving lights.
- (5) Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided, and such signs shall contain no advertising matter.
- (6) Non-illuminated "No Trespassing" or like other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted, provided no sign exceeds three square feet and no property zoned single- or two-family residential contains more than four such signs.
- (7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.
- (8) Signage installed as part of a wayfinding program sponsored by the Columbia City Council.

ORDINANCE NO.: 2019-016

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign, is amended to add (8) and read as follows:

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

- (1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.
- (2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.
- (3) Legal notices, identification, information or directional signs erected or required by governmental bodies.
- (4) Integral decorative or architectural features of buildings, except letters, trademarks moving parts or moving lights.
- (5) Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided, and such signs shall contain no advertising matter.
- (6) Non-illuminated "No Trespassing" or like other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted, provided no sign exceeds three square feet and no property zoned single- or two-family residential contains more than four such signs.
- (7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.

(8) Signage installed as part of a wayfinding program sponsored by the Columbia City Council.

Requested by:

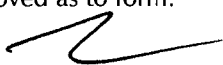
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE
- Repeal Chapter 17 and Adopt a new Chapter 17**

PURPOSE: **Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning**

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” and adopting a new Chapter 17 entitled “Unified Development Ordinance”

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council approval of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: **Connect the City’s neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** TA-UDO (PDF)
- **#b:** 2019-013 repeal and replace Chapter 17 (PDF)



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE** **Repeal Chapter 17 and Adopt a new Chapter 17**

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” and adopting a new Chapter 17 entitled “Unified Development Ordinance”

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council **approval** of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

PLANS, POLICIES, AND LAND USE

The proposed Unified Development Ordinance (UDO) has been developed in order to directly address the recommendations of *Plan Columbia: Land Use Plan* (2015), which serves as the Land Use element of the City’s comprehensive plan. *Plan Columbia* set forth a vision and a series of guiding principles which also helped guide the Code rewrite process. It further identified five critical components, four of which are directly reflected in the proposed text: Adaptive Reuse, Infill Redevelopment, and Greenfield Development; Connections and Design; Development Types; and Building Types and Use. In contrast to the existing code, the proposed text will help to facilitate adaptive reuse, appropriate infill, and establish redevelopment and greenfield development guidelines within the regulatory framework. Connections and Design incorporates the concept of establishing gateways and gateway corridors, directly reflected by the proposed creation of zoning overlay districts such as OV-Gate-# and OV-HSV. *Plan Columbia* also established a series of development types for neighborhoods, activity centers and corridors, employment centers, and special districts, as well as an index of building and land use types to provide a textual and visual glossary for reference. These development types, coupled with the building and land use types associated with them, have helped inform the creation of the proposed zoning districts, as well as proposed regulations regarding scale, form, and massing for each of the zoning districts.

To review the full text of the proposed Unified Development Ordinance, please visit www.weplantogether.org or call the Zoning Division at 803-545-3333 to make an appointment to review a printed copy.

PROPOSED ZONING TEXT SUMMARY

◆ **SUMMARY**

The matter before the Planning Commission is a request to repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” also known as the “Zoning Ordinance” and replace it with the adoption of a new Chapter 17 entitled “Unified Development Ordinance.” The City’s Land Use Plan adopted in February 2015, entitled “Plan Columbia” supports this action.

Since the publication of the Public Hearing Draft in September, several revisions have been drafted for consideration. These proposed amendments follow this Case Summary and include the following:

- Amend OV-CCP district to include demolition review
- Amend Tree Protection standards to ensure that there is not an instance where tree protection results in an inability to develop a site and clarify the decision standards for Tree Removal Permits
- Amend and Bicycle Parking Standards to require bicycle parking in all districts.
- Amend Access, Mobility, and Circulation Standards so that pedestrian and bicycle access standards apply to development in all districts
- Amend the Conditional Use standards for Community Gardens to increase the allowable lot coverage for greenhouses to seventy-five percent.

◆ **BACKGROUND**

Columbia’s zoning code was last updated in the 1970s and while there are provisions that have aged well, much of it no longer reflects best practices of modern planning and zoning. It proves to be a blunt tool when implementing land use and design recommendations that arise from planning initiatives with one consequence being the overuse of Planned Unit Developments (PUD) and excessive variance and special exception requests. Furthermore, due to successive patches and amendments, it is a document that is largely unintelligible to those not accustomed to working with it on a regular basis.

To properly set the policy guidance needed to write development regulations, the City developed and adopted a new Land Use Plan in 2015. This plan was developed with more specificity than usual with the knowledge that a new code would follow adoption. Work on the new code began in late 2015 with the assistance of Clarion and Associates, the City’s Code Consultants. The work program has been as follows:

- Project Initiation
- Code Assessment
- Draft Development Code Module 1, 2, And 3
- Public Hearing Draft Development Code

Public meetings, City Council presentations, and stakeholder meetings were held to inform and receive input and feedback on the code. These meetings included:

May 11-13, 2015: Public Forum and Stakeholder Interviews

February 16-17, 2016: Public Meetings RE: Code Assessment presentation and discussion

May 23-24, 2016: Public Meetings RE: Module 1

January 17-18, 2018: Public Meetings RE: Modules 2 and 3
March 27, 2018

All documents associated with the project, along with meeting updates are posted at the project website:
www.weplantogether.org

◆ **FOUR KEY THEMES**

Based upon input from the public, City Council, and staff, the consultants developed four key themes to guide the drafting of the new code.

1. Create a User-Friendly Code

General

- Reorganize the document structure
- Better use of flowcharts, tables, photos, and graphics
- Streamline and modernize procedures
- Clarify language and use more measureable standards

Benefits

- Logically organized code that is graphically rich and easier to understand
- Efficient and predictable process
- Flexibility options in appropriate contexts
- More precise and measureable standards and language

Better use of tables, flowcharts, photos and graphics

- Flowcharts to summarize processes
- Tables to more concisely summarize standards
- Photos to show example development types
- 2D and 3D graphics to illustrate spatial concepts and form

Streamline and modernize procedures

- Use summary tables to communicate review responsibilities
- Establish standard review procedures
- Use of flowcharts to graphically depict process
- Consolidate, restructure, and modify procedures to more efficiently achieve City development goals

2. Implement Plan Columbia

Align regulations with policy direction from Plan Columbia.

Plan Columbia guiding principles are:

- High quality design of the built environment
- Strong neighborhoods
- Connected greenway system
- A range of housing choices
- A strong city center
- Better utilization of vacant structures and land
- Greater intensity of development at strategic locations
- A connected community

Reorganize zoning district structure - Modernize Layout

- Carry forward single-family districts, with refinements to maintain residential character
- Establish residential mixed-use districts that support higher densities at strategic locations;
- Establish activity centers and corridor districts, that are appropriately scaled and support walkable urbanism;

- Establish institutional districts for uses like USC, Riverbanks Zoo and Gardens, Fort Jackson, and large medical complexes;
- Carry forward historic and design districts and refine to support character and growth

Simplify and modernize use structure

- Three-tiered system of use classifications, categories, and types
- Eliminate outdated uses, add new uses, and consolidate similar uses
- Reduce special exception uses, where appropriate

Modernize and customize development standards

- Add Mobility, Circulation, and Connectivity Standards
- Multi-modal access, sidewalk and pedestrian way standards
- Community form standards

Refine and Modernize Off-street Parking, Loading, and Bicycle Standards

- Modernize minimum parking requirements
- Add bicycle parking requirements
- Enhance parking lot design
- Enhance flexibility provisions for parking requirements

Refine Landscaping Standards

- Refine planting standards for more diverse and native species
- Refine buffer requirements for context and performance
- Integrate requirements for landscaping, stormwater parking lot landscaping

Strengthen Tree Protection Standards and Add Open Space Standards

- Strengthen density factor for the site
- Require new development to retain a portion of trees greater than a certain diameter
- Context-sensitive open space set-aside requirements

Protect Neighborhood Character, Fencing, and Lighting Standards

- Add neighborhood compatibility standards
- Enhance fencing and lighting standards based on best practices

Add Form and Design Standards

- Would apply to multi-family, mixed use, and commercial development

3. Add Context-Sensitive Regulations - Promote “Infill” Development

- Revise parking, landscaping and off-street parking standards so they are more context-sensitive
- Add contextual compatibility standards
- Add flexibility provisions for minor deviations from site standards
- Clarify and enhance nonconformity provisions

4. Incorporate Sustainable Development

- Enhance tree protection standards
- Support alternative energy system and green development practices
- Clarify standards for green energy and low impact development
- Define and establish standards for urban agriculture

◆ **OVERVIEW OF UNIFIED DEVELOPMENT ORDINANCE**

The Unified Development Ordinance incorporates zoning and land development (subdivision) regulations into a single document. It is organized into nine articles and what follows is a brief summary of each article. Those interested may review the entire document by making an appointment at the City's Zoning Office 803-545-3333 or by visiting the project website: www.weplanttogether.org

ARTICLE 1 – GENERAL PROVISIONS

This article contains general provisions that are relevant to the entire Ordinance and includes the legal authorization for the adoption of the code. Specifically, this article includes sections that:

- Establish the title, or official name, of the document;
- Identify the statutory authority of the City to adopt the UDO;
- Provide the general purpose and intent of the City Council in adopting the UDO;
- Set out what activity is subject to the Ordinance;
- Identify the City-adopted comprehensive plan and other plans that serve as policy guides to administration of the Ordinance;
- Clarify that the stricter provision applies if Ordinance provisions conflict with other regulations;
- Formally adopt and incorporate by reference the Official Zoning Map, provide rules for interpreting zoning district boundaries, and establish procedures for designating the zoning district classification of land when it is annexed;
- Establish the date upon which the UDO becomes effective and repeal the current code sections that are being replaced by the UDO;
- Establish rules governing the rights of development approved under the previous regulations and pending development applications submitted before the effective date of the UDO;
- Provide for the establishment of a vested right; and
- Provide a severability provision.

ARTICLE 2 – ADMINISTRATION

This article creates a simple but impactful change, which is to consolidate and streamline all procedures for development review in one article. As discussed in the Ordinance Assessment, this article is intended to improve the efficiency and transparency of the City's development review processes by consolidating and standardizing generally applicable procedures and requirements, streamlining existing review procedures, and adding more flexible procedures. The article is organized into five sections.

Section 17-2.1, Purpose and Organization of this Article, provides an overview of the organization of the article.

Section 17-2.2, Summary Table of Development Review Responsibilities, consists of a summary table of development review procedures that provides an overview of the development approvals and permits required under the Ordinance, and the staff and advising and decision-making bodies responsible for review and decision-making on each application.

Section 17-2.3, Advisory and Decision-making Bodies and Persons, identifies and clarifies the roles of the different bodies and staff responsible for review, advice, and decision-making on development applications. The section identifies what responsibilities staff and each of the advising and decision-making bodies has in the development review process.

Section 17-2.4, Standard Review Procedures, establishes a standard set of review procedures that are generally applicable to the review of development applications. It provides the framework under which the City's basic development review procedures for applications are made uniform to the greatest degree possible.

Section 17-2.5, Application-Specific Review Procedures and Decision Standards, supplements the standard review procedures. For each type of development application, it identifies the purpose of the development application and/or review process; in what situations application approval is necessary; the standard review procedures that are required, together with any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application.

ARTICLE 3 – ZONING DISTRICTS

This article establishes the basic standards for the various base, planned unit development, and overlay zoning districts. The structure includes a total of 40 zoning districts. The base districts include residential, activity and corridor, institutional and campus, and industrial districts, consistent with the structure of development types established in *Plan Columbia*. In addition, the line-up carries forward several current zoning districts, and also modifies and adds new districts to better align the structure to policy direction in *Plan Columbia* and to make the current regulations more user-friendly and efficient.

Residential districts stay largely the same as the current code. A notable change in the non-residential districts is that many more are mixed-use and the use and dimensional standards are based on the context of the development, instead of a one-size-fits-all approach. The contexts are Neighborhood, Community, and Regional. They are further refined by whether they apply to an Activity Center or a Corridor. Historic and design district overlays remain with name changes.

The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics, photos to show example development types, and tables to more concisely summarize standards.

ARTICLE 4 – USE REGULATIONS

This article consolidates regulations for principal, accessory, and temporary uses. It includes use tables that identify what uses are allowed in what zoning districts. It also includes standards that apply generally and standards that apply to specific principal, accessory, and temporary uses.

Section 17-4.1, Organization of this Article, provides an overview of the organization of the article.

Section 17-4.2, Principal Uses, consolidates, reorganizes, and refines the table of permitted uses in the current zoning ordinance. Where possible, uses have been collapsed into a single use type, some new uses have been added, and the SIC-based organization has been replaced by a three-tiered organization. The revised use table lists principal uses and indicate whether they are permitted by right, subject to specific standards (conditional), or require a special exception permit. This section also consolidates and organizes standards that apply to specific principal uses.

Section 17-4.3, Accessory Uses and Structures, consolidates accessory use regulations. It includes a use table for accessory uses organized in a similar manner as the principal use tables, general standards for all accessory uses and structures, and standards that apply to specific accessory uses and structures.

Section 17-4.4, Temporary Uses and Structures, consolidates regulations for temporary uses. It identifies temporary uses that do not require a temporary use permit. It also includes general standards for all temporary uses and structures, and standards that apply to specific temporary uses and structures.

ARTICLE 5 – DEVELOPMENT STANDARDS

This article consolidates all the development standards related to the physical layout of new development, other than the land development (subdivision) standards, which are in Article 6: Land Development (Subdivision) Standards. Standards are organized into 12 sections within Article 5.

Section 17-5.1, Access, Mobility, and Circulation, establishes new multimodal access and circulation standards for new development.

Section 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, builds on the current off-street parking standards. It includes an updated table of minimum parking standards for all uses, revised dimensional standards for parking spaces and aisles, general location and design standards, expanded off-street parking alternatives, new parking reduction incentives and methodology, expanded standards for vehicle stacking spaces, new bicycle parking standards, and expanded standards for loading areas. Notable is the general reduction of parking requirements in more urban contexts and the elimination of requirements in additional districts in the urban core.

Section 17-5.3, Landscaping, expands and refines the landscaping standards in the current zoning ordinance. It includes new site landscaping standards that apply to certain residential and nonresidential development.

Section 17-5.4, Tree Protection, builds on standards for tree protection in the current zoning ordinance. It introduces new standards for the protection of trees eight inches in diameter or larger and for preservation of a percentage of the existing canopy cover on a development site.

Section 17-5.5, Open Space, establishes a minimum amount of open space set-asides required for new development, identifies what is and is not counted toward open space, and sets forth standards for design, ownership, and maintenance of open space set-asides.

Section 17-5.6, Neighborhood Compatibility, establishes neighborhood compatibility standards for new development that is adjacent to single-family detached or two-family dwellings in specific zoning districts.

Section 17-5.7, Form and Design Standards, includes two new sets of standards for form and design: one for multifamily residential development, and one for nonresidential and mixed-use development.

Section 17-5.8, Fences and Walls, consolidates and expands on the regulations governing fencing in the current zoning ordinance.

Sections 17-5.9, Exterior Lighting, establishes new standards for exterior lighting.

Section 17-5.10, Signs, reorganizes and updates the sign standards in the current zoning ordinance.

Section 17-5.11, Green Building Standards, establishes new standards for sustainable development practices.

Section 17-5.12, Incentives for Green Building Practices, establishes incentives for development that incorporates additional sustainable building features beyond what the standards require.

ARTICLE 6 – LAND DEVELOPMENT (SUBDIVISION) STANDARDS

This article establishes standards for new subdivisions.

Section 17-6.1, General Applicability, references the procedures for Subdivision approval and for variances from subdivision standards in Article 2: Administration.

Section 17-6.2, Minimum Design Standards, carries forward standards in the current subdivision regulations for streets, blocks, lots, and easements, and utilities. It also includes new standards for access, mobility, and circulation that are designed to improve the network of streets and pedestrian and bicycle facilities in new subdivisions, and references new open space set-aside standards in Article 5: Development Standards.

Section 17-6.3, Improvements and Sureties, identifies improvements that are required to be completed before a final plat can be approved. It also modernizes and expands provisions in the current subdivision regulations that allow approval of a final plat before all required improvements are completed if surety is provided.

Section 17-6.4, Cluster Housing Development, exempts subdivisions designed for single-family detached dwellings in certain zoning districts from standards for minimum lot area, minimum lot width, minimum lot depth, and maximum lot coverage if adequate screening and open space set-asides are provided.

ARTICLE 7 – NONCONFORMITIES

This article consolidates all provisions related to handling nonconforming uses and structures. There are new provisions for dealing with nonconforming site features, including off-street parking, landscaping, and signs. It builds on the partial compliance provisions in Sec. 17-411 of current zoning ordinance that pertain to expansions and renovations of existing buildings. It requires that specified nonconforming site features be brought into conformance with the standards on a sliding scale when a building or structure on the site is substantially altered (remodeled), or when the floor area of a building is enlarged by threshold percentages.

ARTICLE 8 – ENFORCEMENT

This article consolidates all enforcement procedures.

ARTICLE 9 – DEFINITIONS AND RULES OF MEASUREMENT

This article contains the standards rendering interpretations, rules of measurement, and definitions used in the UDO. This section greatly enhances the ease of using the code by consolidating each of these tools for administering and interpreting the code in one location. Terms are more clearly defined and consistent with usage elsewhere in the regulations and written in plain English.

Section 17-9.1, General Rules for Construction and Interpretation, addresses the meanings and intent of words and commonly used phrases, clarifies that the text is the controlling factor when a diagram, table, or chart differs from the text, discusses how time is to be calculated, and includes provisions authorizing the delegation of authority from specific City officials to professional-level designees.

Section 17-9.2, Rules of Measurement, establishes the rules for measuring bulk and dimensional requirements like height, width, setbacks, lot area, how encroachments into required yards will be determined and regulated, and the other measurements that are required to interpret standards

Section 17-9.3, Use Categories and Use Types, describes each use category identified in the Principal Use Table(s), outlining the principal characteristics of uses in the category and noting examples of included uses and examples of uses and structures deemed accessory to the included uses. It also defines each use type identified in the Principal Use Tables.

Section 17-9.4, Definitions, includes the definitions used in the new UDO.

◆ **FUTURE WORK**

The adoption of the text of the Unified Development Ordinance is the first in a two-step process required to implement the new regulations. The establishment of new zoning districts within the ordinance requires employing them on the Official Zoning Map. This work will take from nine to twelve months from the date of City Council adoption to draft and approve a new map. The process for this adoption will include staff preparing a first draft of a zoning map, which will be published for public review and public meetings held for questions and comment. A second draft will be prepared based upon feedback after which additional public input will be solicited. A final draft will be prepared for Planning Commission and City Council consideration and action. The result is that the adoption ordinance will include a future date for implementation that will correspond with the anticipated date of the completion of the final draft of the zoning maps. Obviously, the timing may not align as planned, at which point the date in the ordinance simply would have to be amended. As with the text of the ordinance, interested parties can follow the progress on the project website.

**PROPOSED REVISIONS TO PUBLIC HEARING
DRAFT OF
UNIFIED DEVELOPMENT ORDINANCE**

Bicycle Access-Facility & Bicycle Parking Revisions

Article 5: Development Standards**Sec. 17-5.1. Access, Mobility, and Circulation****(c) Access, Mobility, and Circulation Standards**

(c) Access, Mobility, and Circulation Standards

Development subject to the requirements of this Section shall comply with the following standards.

(1) Multimodal Access and Circulation System

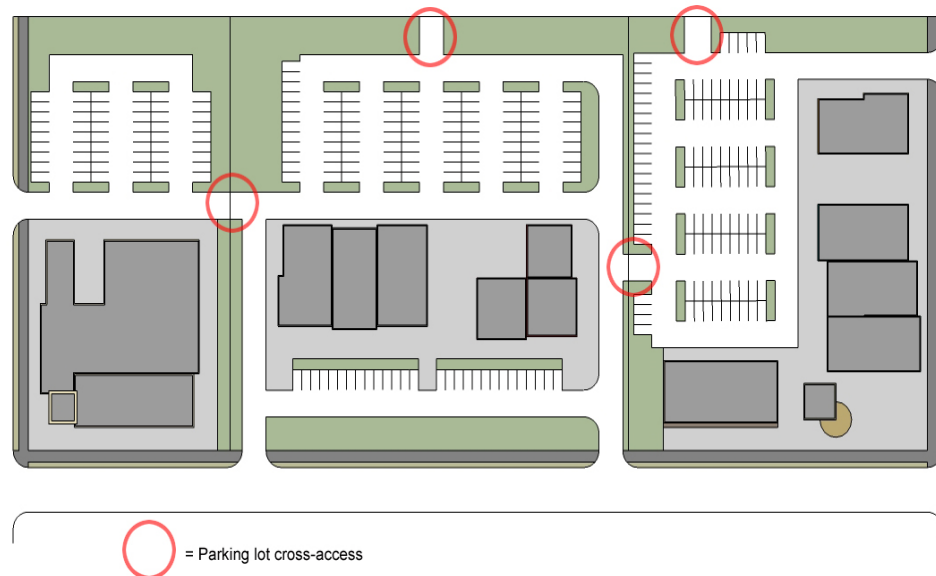
All new developments shall be served by a system of sidewalks, paths, roadways, accessways, and other facilities designed to provide for multiple travel modes (vehicular, transit, bicycle, and pedestrian), as appropriate to the development's size, character, and relationship to surrounding development and development patterns and existing and planned community transportation systems. Vehicular, transit, bicycle, and pedestrian access and circulation systems shall be coordinated and integrated so as to provide transportation choices within and to and from the proposed development, as appropriate.

(2) Cross Access Between Adjoining Developments**a. Parking Lots**

1. An internal vehicular circulation system in new nonresidential and mixed-use development shall be designed and constructed to provide vehicular cross-access between any parking lots within the development and any parking lots on adjoining parcels containing nonresidential or mixed-use development, and to the boundary of adjoining vacant land if it is in a Mixed-Use, Activity Center, and Corridor base zoning district (see Figure 17-5.1(c)(2)a: Example of Parking Lot Cross-Access). The cross-access shall consist of a driveway or drive aisle that is at least 22 feet wide or two one-way driveways or aisles that are each at least 14 feet wide.
2. Easements allowing cross-access to and from lands served by a vehicular cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners pertaining to the vehicular cross-access, shall be recorded with the Register of Deeds.

3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for vehicular cross-access established in 1 above on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or vehicular safety factors.

Figure 17-5.1(c)(2)a: Example of Parking Lot Cross-Access



b. Pedestrian Cross-Access

1. An internal pedestrian circulation system in new multifamily, nonresidential, or mixed use development shall be designed to allow for pedestrian walkway cross access between the development's buildings and parking areas and those on adjoining lots containing multifamily, nonresidential, or mixed-use development, and to vacant lands.
2. Easements allowing cross-access to and from properties served by a pedestrian cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners, shall be recorded with the Register of Deeds.
3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for pedestrian cross-access established in 1 above on determining that such cross-access is impractical or infeasible due to the presence of topographic conditions or natural features.

c. Bicycle Cross-Access

1. An internal bicycle circulation system in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, or MC district, or on the site of an elementary, middle, or high school located in any other district, shall be designed and constructed to provide bicycle cross-access between it and any

internal bicycle circulation system on adjoining parcels containing a multifamily, nonresidential, or mixed-use development, and to vacant lands in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, or MC district.

2. Easements allowing cross-access to and from properties served by a bicycle cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners, shall be recorded with the Register of Deeds.
3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for bicycle cross-access established in 1 above on determining that such cross-access is impractical or undesirable for typical bicyclists' use due to the presence of topographic conditions, natural features, or safety factors. Undesirable conditions shall be defined as those limiting mobility for bicycles as a form of transportation, such as steep grades, narrow connections bounded on both sides by walls or embankments, or limited visibility when straight-line connections are not achievable.

(3) Sidewalks Required

- a. In all districts except the LI and HI districts, sidewalks that comply with the Specifications for Roadway Design are required on both sides of all streets within a new development and along the entire frontage of the development with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place).
- b. In the LI and HI districts, sidewalks are required on one side of all streets within a new development and along the entire frontage of the development with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place). The sidewalks shall comply with the Specifications for Roadway Design and shall have a minimum width of eight feet.
- c. Where a new development fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer shall install a sidewalk on the development site within a dedicated public easement running parallel and adjacent to the public street.
- d. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for sidewalks on determining that such sidewalks are impractical or infeasible due to the presence of topographic conditions or natural features, such as steep grades that do not allow connections to be made without stairs.

(4) Bicycle Facilities

~~In the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC districts, n~~New development served by shall include bike lanes, bike paths, or other bicycle facilities sufficient to allow safe and efficient bicycle access and circulation within the development when the development includes vehicular surface area that is new, where the vehicular surface area is expanded greater than 50 percent, or where greater than 50 percent of the existing vehicular surface area is modified.

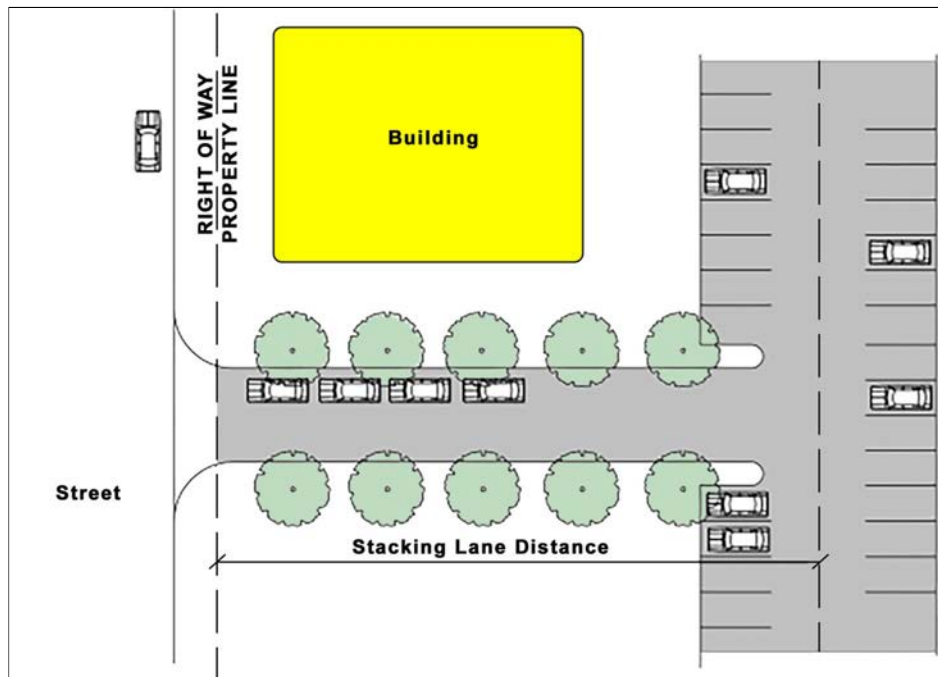
The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for bicycle facilities in LI, HI, GC, and EC districts on determining that the development is not now or in the foreseeable future served by adequate facilities to safely accommodate bicycles.

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(i) Bicycle Parking Standards

Figure 17-5.2(h)(2)b: Measurement of Stacking Lane Distance for Vehicular Surface Area Entrance Driveway



(i) Bicycle Parking Standards

(1) Minimum Bicycle Parking Required

~~In the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC districts, the following shall include s~~Short-term and long-term bicycle parking spaces shall be provided based upon principle use type in accordance with Table 17-5.2(i)(1)b: Bicycle Parking Standards ~~in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC Districts:~~

- a. All new development; and
- b. Any individual expansion or alteration of a building existing prior to insert the effective date of this Ordinance if the expansion increases the building's gross floor area by 50 percent or more, or the alteration involves 50 percent or more of the building's gross floor area (including interior alterations), provided no long-term bicycle parking is required if the building has a gross floor area of less than 2,500 square feet after the expansion or alteration.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(i) Bicycle Parking Standards****TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, AND MC DISTRICTS**

PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
Residential Uses		
Dwelling, Multifamily	1 for every 20 dwelling units	1 for every 4 dwelling units
Dormitory, private	1 for every 16 bedrooms	1 for every 4 bedrooms
Fraternity or sorority house	1 for every 16 bedrooms	1 for every 4 bedrooms
Rooming house or boardinghouse	No minimum	1 for every 10 required automobile parking spaces
Use type in the Residential Uses classification not elsewhere listed	No minimum	No minimum
Public, Civic, and Institutional Uses		
Correctional facility	2	1 for every 20,000 gsf
Place of worship	1 for every 1,500 gsf of assembly area	1 for every 15 employees
Use type in the Community Service Uses category not elsewhere listed	1 for every 2,000 gsf	1 for every 6,000 gsf
Elementary, middle, or high school	1 for every 10 students of planned capacity	1 for every 10 employees plus 1 for every 20 students of planned capacity
Park and ride	1 for every 50 required automobile parking spaces	1 for every 10 required automobile parking spaces
Parking lot (as a principal use)	1 for every 10 automobile parking spaces	1 for every 20 automobile parking spaces, with a minimum of 4 and a maximum of 40 required spaces
Parking structure (as a principal use)	2	1 for every 20 automobile parking spaces, with a minimum of 6 and a maximum of 40
Passenger terminal, surface transportation	1 for every 50 projected a.m. peak period daily riders	1 for every 10 projected a.m. peak period daily riders
Airport	No minimum	No minimum
Railroad facility	No minimum	No minimum
Utility facility, minor	No minimum	No minimum
Use type in the Public, Civic, and Institutional Uses classification not elsewhere listed	1 for every 10,000 gsf	1 for every 20,000 gsf
Commercial Uses		
Use type in the Animal Care Uses category	2	2
Bank	1 for every 2,000 gsf	1 for every 10,000 gsf
Use type in the Eating or Drinking Establishment Uses category	1 for every 2,000 gsf	1 for every 10,000 gsf
Amusement park	8 for every acre	2 for every per acre
Arena, stadium, or outdoor theater	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf
Performing arts center	1 for every 40 seats	1 for every 10,000 gsf
Recreation facility, indoor, not	1 for every 40 seats plus 1 for every	1 for every 10,000 gsf

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(j) Loading Area Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, AND MC DISTRICTS

PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
elsewhere listed	3,000 gsf of non-seated assembly area	
Recreation facility, outdoor, not elsewhere listed	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf of assembly area
Use type in the Retail Sales Uses category	1 for every 2,000 gsf	1 for every 10,000 gsf
Use type in the Vehicle Sales and Services Uses category	2	1 for every 10,000 gsf
Use type in the Visitor Accommodations Uses category	2	1 for every 20 lodging units
Use type in the Commercial Uses classification not elsewhere listed	1 for every 5,000 gsf	1 for every 10,000 gsf
Agricultural Uses		
Use type in the Agricultural Uses use classification	No minimum	No minimum
Industrial Uses		
Use type in the Manufacturing Uses category	No minimum	1 per 40,000 gsf
Use type in the Industrial Uses classification not elsewhere listed	No minimum	No minimum
NOTES: [1] Unless otherwise specified, a minimum of two short-term parking spaces are required [2] The required number of spaces shall be based on any portion of the base number rounded up (for example, a multi-family development with 17 units would have to provide 5 long-term parking spaces). [3] "No minimum" indicates that no bicycle parking spaces are required. [4] Spaces listed are the minimum number of spaces unless otherwise specified.		

Greenhouse Conditional Use Standards Revisions

PROPOSED REVISION TO PUBLIC HEARING DRAFT OF UNIFIED DEVELOPMENT ORDINANCE
DECEMBER 2018

Article 4: Use Regulations. Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses

(4) Agricultural Uses

a. Agriculture and Forestry Uses

1. Community Garden

Community gardens shall comply with the following standards:

- (i) Accessory buildings shall be limited to sheds for the storage of tools, greenhouses, and seasonal farm stands. The combined area of all buildings and other structures, excluding greenhouses, shall not exceed 15 percent of the area of the parcel. Greenhouses may not exceed 75 percent of the area of the parcel.
- (ii) Areas used for communal composting shall be limited to 20 percent of the area of the parcel.

Perimeter fences, including trellises, are allowed in community gardens, subject to the standards in Sec. 17-5.8, Fences and Walls.

- (iii) Before issuance of a permit for a community garden, it shall have an established set of operating rules addressing the governance structure of the garden, hours of operation, assignment of garden plots, and maintenance and security requirements and responsibilities.

Community Character Overlay

OV-CCP

Revisions

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

Proposed Revision - December 2018

(I) OV-CCP: Community Character Protection Overlay District**(1) Purpose**

- a. The Community Character Protection Overlay (OV-CCP) District is intended to minimize the possibility that construction and demolition activity within a residential community would drastically negatively affect the existing character of that community by limiting new construction that is significantly out of scale with existing structures and/or preserving structures that establish the character of the district.
- b. The OV-CCP designation and the associated measures for community character protection are not intended to be utilized as a stand-alone zoning district classification, but as a set of regulations which are overlaid and supplemental to the regulations of the existing zoning district.

(2) Applicability

- a. Unless exempt in accordance with subsection c below, new construction of primary structures on or subdivision of land within the OV-CCP District that is located within a Residential base zoning district or residentially used shall comply with the standards in this Section.
- b. For the purpose of this Section, "new construction" includes the placement of a structure moved from another site.
- c. The following are exempt from this Section:
 - 1. Subdivision of a parcel five acres or larger;
 - 2. Lots of record existing upon the 1999 Richland County Tax Maps.

(3) Modifications of Otherwise Applicable Development Standards**a. Side Yard Setbacks**

- 1. The side yard setbacks for new construction on a residential lot shall be the mean side yard setback for all improved residential lots located on the same block face, except that:
 - (i) Side yard setbacks shall not reduce the width of a building pad upon a newly subdivided residential lot to a width of less than 30 feet; and
 - (ii) Side yard setbacks upon a newly subdivided residential lot shall not be less than five feet.
- 2. For the purpose of this Sec. 17-1.1(a)(3)a, "newly subdivided residential lot" means any residential lot created by a plat of subdivision filed and recorded after [insert the effective date of this Ordinance] upon which no more than a single-family or two-family dwelling can be constructed.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

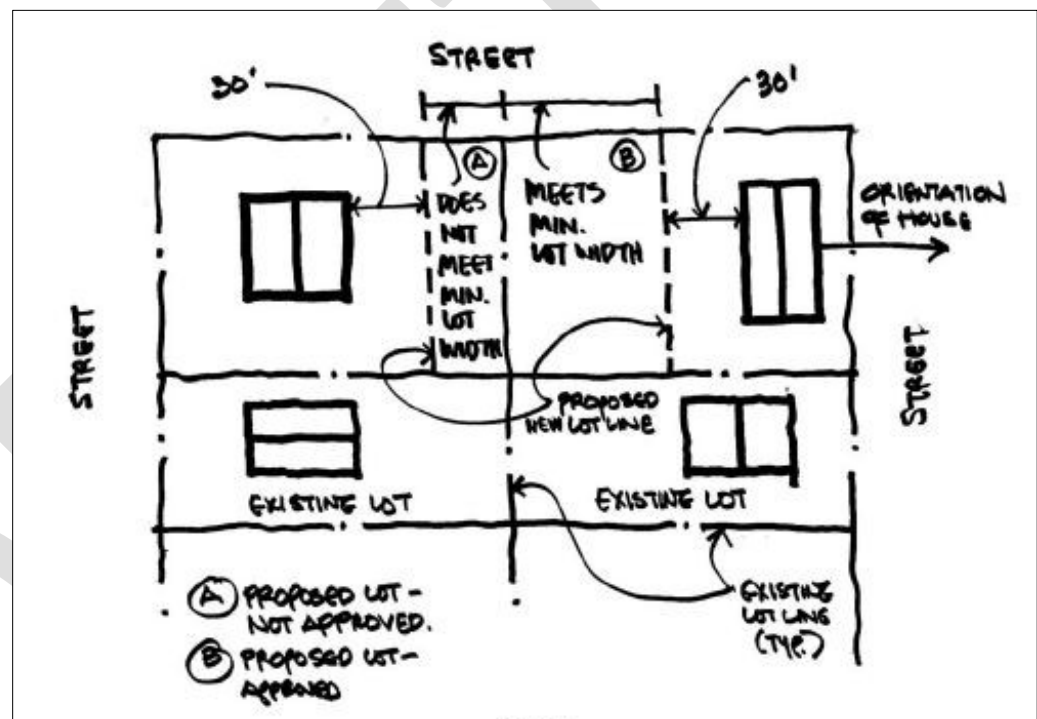
Proposed Revision - December 2018

b. Subdivisions of Improved Corner Lots

The following shall apply to an application to subdivide a new residential lot from an improved corner lot:

1. If the application for subdivision seeks to orient a structure perpendicular to the existing structure located upon the "remaining" corner lot, no new lot line shall be closer to the existing structure than 30 feet. Covered or enclosed landings, porches, or patios incidental to the structure having less than 75 square feet gross floor area may encroach into this thirty-foot setback (see Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure).

Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure



2. If the application for subdivision seeks to orient a structure in the substantially same orientation as the existing structure located upon the "remaining" corner lot, the front yard setback of the new lot shall be the same as the same street setback of the existing structure upon the "remaining" corner lot (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).
3. Side yard setbacks shall be established pursuant to Sec. 17-1.1(a)(3)a above (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).

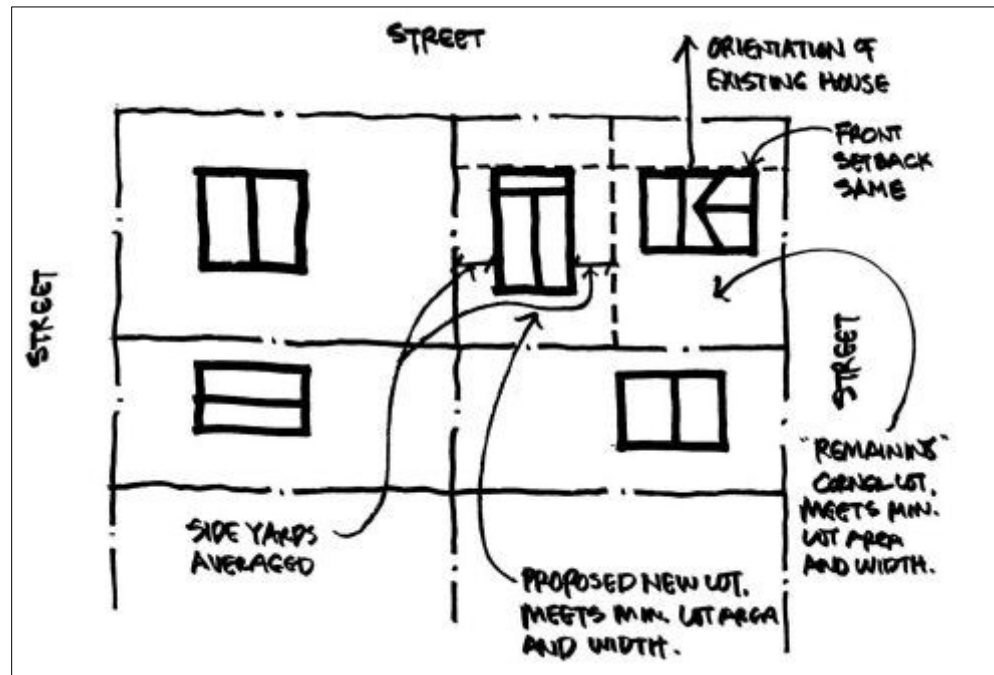
Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Proposed Revision - December 2018

Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks



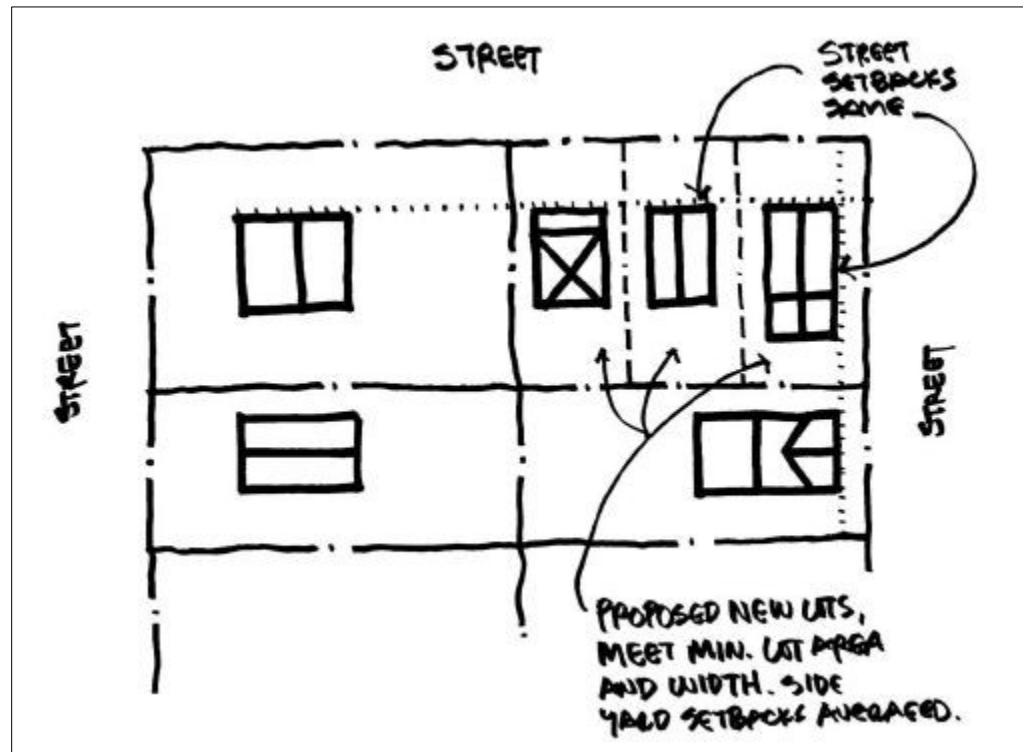
c. Subdivisions of Vacant Corner Lots

The following shall apply to an application to subdivide a new residential lot from a vacant corner lot (see Figure 17.3.7(I)3: Setbacks on Vacant Corner Lot Subdivision):

1. The subdivision shall be platted so the structure built upon the "remaining" corner lot has setbacks from both street lot lines that align with the existing setbacks of existing structures in each direction.
2. The setback from the street lot line for any new "interior" lot shall align with the existing setback of an existing adjacent structure. If no adjacent structure exists to establish the setback, or if the setback of an existing structure is atypical for the area, the setback from the street lot line shall be determined by the average of all similarly oriented setbacks along the same or immediately adjacent block face.
3. Side yard setbacks shall be established pursuant to Sec. 17-1.1(a)(3)a above.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

Proposed Revision - December 2018

Figure 17.3.7(I)(3)c: Setbacks on Vacant Corner Lot Subdivision**d. Subdivisions of Corner Lots Generally**

The Zoning Administrator may require a different orientation or setback than that required by this Section if a different orientation or setback would further the intent of this Section, or where such orientation would preserve a grand and/or significant tree. The applicant for subdivision may appeal this determination in accordance with Sec. 17-2.5(u), Appeal - Zoning.

e. Height

New construction of primary structures on a residential lot which is contiguous to a lot upon which a structure 1½ stories high or less exists shall be no higher than a line drawn at a 45-degree angle from a point eight feet above the common lot line or than the maximum allowance within the underlying zoning district, whichever is less. These provisions shall not apply to chimneys and other unoccupied appurtenances attached to the structure (see Figure 17.3.7(I)(3)e: Maximum Height).

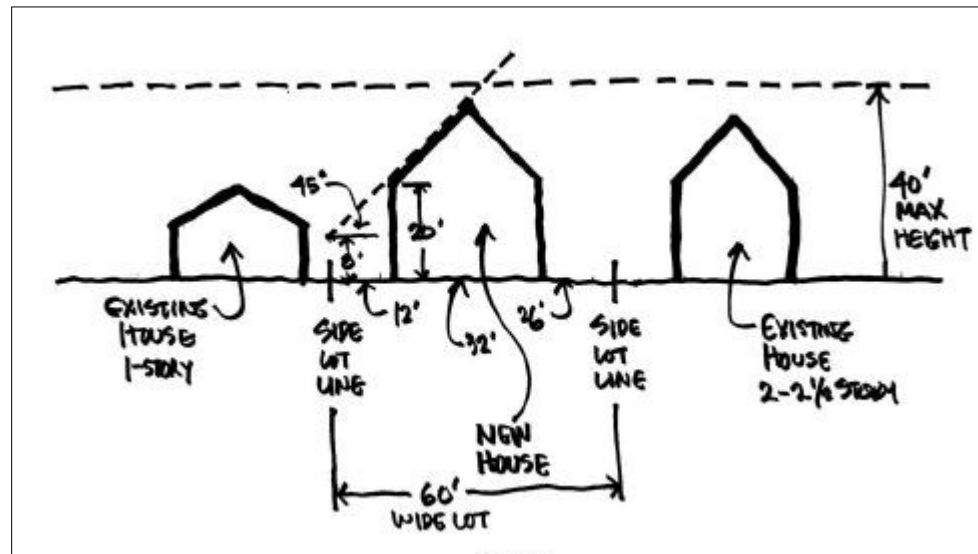
Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Proposed Revision - December 2018

Figure 17.3.7(I)(3)e: Maximum Height



(4) Limits to Demolition

- a. The city shall not issue a demolition or relocation permit for any structure 50 years old or more within any geographic area to which this overlay applies without prior review and approval by the design development review commission (DDRC).
- b. The following demolitions and relocations are exempt from this section:
 1. Structures deemed "noncontributing" by City staff.
 2. Partial demolitions where city staff determines that the portion of structure to be demolished does not contribute to the design integrity of the structure or the character of the structure.
 3. The structure poses an immediate and substantial threat to the public safety as determined by the Building Official.
- c. The age of a structure shall be established by the records maintained by the Richland County Assessor's Office. If the age of the structure cannot be established by the records maintained by the Richland County Assessor's Office, the applicant for a demolition or relocation permit shall present other documentation to the city to establish the age of the structure.
- d. The property upon which the structure is located shall be posted with notice of the application to demolish or relocate at least 15 days prior to the consideration of the application by the DDRC.
- e. The DDRC shall approve a request for demolition or relocation only if it finds one or more of the following:
 1. The physical integrity of the structure is compromised to such a degree that it is no longer salvageable and/or represents a hazardous or unsafe condition.

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Proposed Revision - December 2018

2. The structure does not contribute to the historic architectural character of the district.
 3. The structure or property cannot be put to any reasonable economic beneficial use for which it is or may reasonably be adapted without approval of demolition.
- f. For applications to demolish or relocate a structure, the DDRC shall apply the following criteria for review:
1. Determination of the architectural significance and whether it contributes to the character of the district. The Commission shall consider the significance of the structure individually, in relation to the street, and as a part of the district as a whole. The architectural significance of the structure is defined by being fifty (50) years or older and meeting at least one of the following criteria:
 - (i) Individually listed in or has been determined eligible for listing in the National Register of Historic Places.
 - (ii) Contributes to a Historic District listed in the National Register of Historic Places.
 - (iii) Distinctive characteristics in architectural design.
 - (iv) Rare type within Columbia.
 - (v) Belonging to a style of buildings of which it is a good example.
 - (vi) A distinguished work of an architect of local or national importance.
 - (vii) A good example of a style or type of building which is becoming, or in danger of becoming extinct locally.
 2. The existing structural condition as assessed by a licensed engineer or architect with experience in historic rehabilitation projects in a report with visual and written documentation of any structural issues to include whether it endangers public safety;
 3. A determination of the building use and economic viability. The applicant shall submit information, prepared by qualified professionals, sufficient to demonstrate all of the following:
 - (i) The current use does not generate a reasonable economic return (may include market report of like uses and building scale in the same or similar neighborhood);
 - (ii) That appropriate and reasonable alternate uses in the building could not generate a future reasonable economic return;
 - (iii) That alterations or additions to the existing building could not make the current or future use generate a reasonable economic return; and

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

Proposed Revision - December 2018

- (iv) Potential Federal tax credits, local abatements or incentives, or other funding sources are not feasible to bridge the gap identified above.

DRAFT

Tree Protection & Tree Removal Decision Standards Revisions

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(a) Purpose**

- a. Screening shall be accomplished with one or more of the following:
 - 1. A closed fence, made of wood or composite material approved by the Land Development Administrator, with the finished side facing away from the area to be screened;
 - 2. A masonry wall; or
 - 3. Natural plants.
- b. At least 75 percent of the periphery of the display area, excluding driveways and sight areas, shall be screened to an average height of three feet. Any screening material higher than 60 inches shall be excluded when determining the average height of screening.
- c. Any gap in screening along the periphery of the display shall not exceed six feet, except where a larger gap is necessary for a driveway or sight area.
- d. A minimum of 60 percent of any shrubs used for screening shall be evergreen species. Shrubs shall be a minimum of 18 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening within three years of planting.

(6) Utility Service Areas

- a. Screening shall be accomplished in such a manner as to provide complete, opaque screening of the utility service area from the public right-of-way or residential zones, and to allow safe operation and access to the utility service area.
- b. All required screening shall be located outside the public right-of-way.
- c. Any plantings used for screening shall be locally adapted evergreen species that are a minimum of 24 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening of the utility service area within three years of planting.

(7) Stormwater Retention or Detention Ponds

Screening for a stormwater retention or detention pond shall, at a minimum, consist of:

- a. Evergreen shrubs that are expected to reach four feet in height within three years of planting, at a maximum spacing of five feet on center; and
- b. Trees, at least 50 percent of which are an evergreen species, at a maximum spacing of 25 feet on center.

Sec. 17-5.4 Tree Protection**(a) Purpose**

The purpose of this Section is to establish standards for the preservation of significant trees in order to achieve a higher quality of life, enhance the appeal and

economic value of properties in the City, and otherwise contribute to the public health, safety and welfare.

(b) Applicability

(1) General

Unless exempted in accordance with Sec. 17-5.4(b)(2), Exemptions, ~~the standards in this Section apply to all development and any other activity involving the cutting, destruction, removal, relocation, transplantation, pruning, or limbing of a tree. no protected tree shall be cut, relocated, removed, or destroyed, except with approval of a Tree Removal Permit and in accordance with the standards of this Section.~~

(2) Exemptions

The following activities are exempt from the standards in this Section:

- a. Any activity with the INS-FJ zoning district;
- b. The removal or modification of any tree located on an individual lot on which an existing single-family detached or two-family dwelling is located;
- c. Routine or seasonal pruning in accordance with Sec. 17-5.3(c)(11), Maintenance of Landscape Areas;
- d. The removal or pruning, after providing documentation to the Zoning Administrator of the condition of the tree(s), of dead or naturally fallen trees; trees damaged during a hurricane, tornado, ice or wind storm, flood, wildfire or any other such act of nature; or trees that are found by the Zoning Administrator to be a threat to the public health, safety, or welfare;
- e. The selective and limited removal or pruning of trees or vegetation necessary to obtain clear visibility at driveways or intersections;
- f. The removal or pruning of trees within a utility easement by a utility company
- g. The removal of trees when required by the Federal Aviation Administration;
- h. The removal or pruning of trees or vegetation on land zoned or lawfully used for commercial cultivation of trees to be sold for transplantation, outside of any right-of-way, transitional buffer yard, street protective yard, or interior planting area in a vehicular surface area;
- i. Forestry activities shielded from local development regulation in accordance with S.C. Code Ann. § 48-23-205, provided, any development application for the parcel of land where the forestry activities occur that is submitted within three years of the conclusion of the forestry activities shall be denied; and
- j. Timber harvesting that the Zoning Administrator determines is a commercial timber operation (see Sec. 17-9.4, Definitions), if notification is

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(c) General**

provided, a forestry plan is submitted, and the timber harvesting complies with best management practices published by the South Carolina Forestry Commission, in accordance with Sec. 17-5.4(g), Timber Harvesting, provided, any development application for the parcel of land where a commercial timber operation occurs that is submitted within three years of the conclusion of the commercial timber operation shall be denied.

(c) General**(1) Protected Tree**

For the purposes of this Section, a “protected tree” is:

- a. Any grand tree (see Sec. 17-9.4, Definitions);
- b. Any tree identified for use to meet the minimum tree-density requirements set forth in Sec. 17-5.3(h), Site Tree Density;
- c. Any tree used to meet any standard in Sec. 17-5.3, Landscaping;
- d. Any tree in fair or better condition (see Sec. 17-9.4, Definitions) having a trunk that is at least six inches in diameter, measured at four and one-half feet above the ground, that is:
 1. Located in a transitional buffer yard, street protective yard, or interior planting area in a vehicular surface area (see Sec. 17-5.3, Landscaping); or
 2. Identified for use in meeting the tree canopy retention standards in Sec. 17-5.4(d), Retention of Existing Tree Canopy.

(2) Tree Removal Permit Required

A Tree Removal Permit (see Sec. 17-2.5(m), Tree Removal Permit) is required prior to the cutting, destruction, removal, relocation, or transplantation of a protected tree.

(3) Documentation of Existing Trees

Documentation of existing trees on the site, through a tree inventory or tree survey, shall be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required) in accordance with the requirements in the Procedures Manual.

(4) Tree Protection Plan

A tree protection plan shall be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required), in accordance with the requirements in the Procedures Manual. A tree protection plan shall clearly indicate what tree protection methods will be utilized.

(5) Tree Protection Zone Established

Unless otherwise established in this Section, the tree protection zone of a protected tree^s consists of the largest of the following:

- a. The area located within a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree;
- b. The area located within a distance of one-half the tree's height of the tree; or
- c. The area within a distance of six feet of the tree.

(6) Prohibited Activity in Tree Protection Zone

- a. Development and any other activity involving the cutting, destruction, removal, relocation, transplantation, pruning, or limbing of a protected tree are prohibited in a tree protection zone, unless otherwise required by this Ordinance.
- b. Compaction of the soil within a tree protection zone over more than ten percent of the area of the tree protection zone is prohibited, except where necessary for pedestrian walkways. Where possible, mulch shall be used to mitigate soil compaction in areas of the tree protection zone where activity on the site may result in soil compaction.
- c. Utility and grading plans shall not modify or disturb the tree protection zone, provided, utilities may be located within a tree protection zone if:
 - 1. There is no alternative location for the utilities;
 - 2. Any tunneling or boring for utility lines occurs at a depth that avoids significant damage to the roots of the protected tree and is at least 25 inches below the ground;
 - 3. Any excavation is limited in extent to the minimum necessary and is accomplished using hand excavation methods that remove soil around tree roots without severing them; and
 - 4. All proposed activity within the tree protection zone is shown on an approved tree protection plan.

(7) Devices to Prevent Vehicular Damage

Curb stops, concrete curb, or other devices to prevent vehicular damage to required trees must be shown on the landscaping plan and installed prior to final inspection.

(8) Trenching Prior to Clearing

The removal of trees adjacent to tree protection zones can cause inadvertent damage to the protected trees. Prior to clearing activities, trenches with a minimum width of one-and-one-half inches and a minimum depth of 12 inches shall be cut along the limits of land disturbance, outside of any tree protection zones, so as to cut, rather than tear tree roots.

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(c) General

(9) Credit Toward Open Space Set-Aside and Landscaping Standards

- a. The area occupied by a tree protection zone may be credited toward the open space set-aside requirements in Sec. 17-5.5, Open Space.
- b. Protected trees meeting the minimum planting requirements in Sec. 17-5.3(c), Sec. 17-5.3(b)(4), Landscaping Plan Required, may be used to meet landscaping requirements, including site tree density standards, in accordance with Sec. 17-5.3(c)(2), Credit for Existing Vegetation.

(10) Maintenance Requirements

The land owner and/or tenant shall maintain protected trees and tree protection zones in accordance with applicable tree protection plans and shall be subject to the requirements in in Sec. 17-5.3(c)(11), Maintenance of Landscape Areas, that apply to landscaping improvements.

(11) Replacement/Mitigation of Protected Trees

a. Grand Tree Removal in Accordance with Tree Removal Permit

As a condition of approval of a Tree Removal Permit that includes removal of grand trees, an equal or greater number of density factor units (see Sec. 17-5.3(h), Site Tree Density) of replacement trees shall be planted on the site to replace the density factor units for grand trees removed. This planting shall consist of shade trees and shall be in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).

b. Protected Tree Removal without Tree Removal Permit

Any protected trees removed without prior approval of a Tree Removal Permit shall be replaced by trees having a total number of density factor units (see Sec. 17-5.3(h), Site Tree Density) that is equal to or exceeds one and one-half times the density factor units for protected trees removed. This planting shall consist of shade trees having a minimum caliper of three-and-one-half inches each at the time of planting and shall be in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).

c. Location of Replacement Trees

Where the planting of replacement trees is required by this subsection, the replacement trees shall be planted on the lot where the protected trees were located prior to their removal and, to the extent practical, within the area that constituted the tree protection zone (see Sec. 17-5.4(c)(5), Tree Protection Zone Established) of the removed trees or adjacent to right-of-way.

d. Establishment Period

Replacement trees required in accordance with this subsection shall be maintained through an establishment period of three years from the time of their planting. Financial surety for the duration of the establishment period shall be provided at the time of planting and shall be of the type and

amount required for installation of required landscaping by Sec. 17-5.3(c)(1)c. The financial surety shall be canceled and/or returned at the end of the establishment period if the required replacement trees have been planted and maintained, otherwise, the City may draw on the surety to ensure replacement trees are provided as required by this subsection.

(d) Retention of Existing Tree Canopy

- (1) Any development or other activity subject to this Section shall retain a percentage of existing tree canopy on the site in accordance with Table 17-5.4(d)(1): Tree Canopy Cover Retention Standards. Trees retained on site shall be credited toward the site tree density requirements in Sec. 17-5.3(h), Site Tree Density, in accordance with Sec. 17-5.3(h)(5), Credit for Remaining Trees.

TABLE 17-5.4(D)(1): TREE CANOPY COVER RETENTION STANDARDS			
EXISTING TREE CANOPY COVER (AS A PERCENT OF THE SITE AREA) [1]	MINIMUM TREE CANOPY COVER RETENTION BY ZONING DISTRICT (AS A PERCENT OF EXISTING TREE CANOPY COVER) [1]		
	RESIDENTIAL DISTRICTS	ACTIVITY AND CORRIDOR DISTRICTS	INSTITUTIONAL AND CAMPUS DISTRICTS AND INDUSTRIAL DISTRICTS
80% to 100%	30%	15%	12%
60% to 79%	36%	18%	13%
40% to 59%	45%	22%	14%
20% to 39%	48%	24%	15%
19% or less	54%	26%	16%
NOTES: [1] Tree canopy cover consists of the horizontal projection onto the ground of the crowns of all healthy self-supporting trees having a trunk diameter of at least eight inches, measured at four and one-half feet above the ground.			

- (2) Priority areas for retention of existing tree canopy cover shall include the following, listed in priority order:
- a. Areas abutting tree protection zones of grand trees;
 - b. Riparian buffers, wetlands, or natural drainage courses;
 - c. Wildlife habitat and other sensitive natural areas;
 - d. Areas abutting greenways, trails, parks, or recreation areas; and
 - e. Transitional buffer yards and street protective yards.

- (3) Existing tree canopy that is required to be retained in accordance with Subsections (1) and (2) above may be removed from a development site only if the landowner demonstrates development on the site cannot be located and designed to allow for a beneficial use, after exploration of applicable alternatives and submission and approval of an alternative landscaping plan (See Sec. 17-5.3(b)(5)a, Alternative Landscape Plan) and if the removal of the tree canopy and replacement with new trees complies with the following:

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(e) Removal of Grand Trees

- a. The trees removed are replaced on a one-to-one basis, based on the DBH of the removed trees;
- b. The replacement trees have a minimum size of three caliper inches;
- c. The replacement trees are clustered in the highest priority areas identified in Subsection (2) above, to the maximum extent practicable, as a means of reestablishing existing tree canopy; and
- e-d. The replacement trees are planted with sufficient room to accommodate future growth.

(e) Removal of Grand Trees

(1) Standards for Evaluating Proposed Removal of a Grand Tree

The following factors shall be considered in evaluating a request to remove a grand tree as part of a Tree Removal Permit application:

- a. The topography of the site;
- b. Any proposed grade changes;
- c. The location of utilities and driveways;
- d. The location of the grand tree;
- e. Proposed tree planting or transplanting to compensate for the grand tree removal;
- f. Public safety;
- g. The health, condition and longevity of the grand tree;
- h. The species of the grand tree; and
- i. Any historic, aesthetic or exceptional quality associated with the grand tree.

(2) Replacement/Mitigation of a Grand Tree

Replacement of removed grand trees shall be in accordance with Sec. 17-5.4(c)(11), Replacement/Mitigation of Protected Trees.

(f) Tree Protection During Construction

- (1) Construction site activities, including but not limited to parking, equipment or material storage, bury pits, concrete washout, or burning of debris, are prohibited within tree protection zones.
- (2) Trees located within a tree protection zone shall be protected from chemical contamination from liquids or other materials, including but not limited to paint, chemical solvents, gasoline, oil, diesel fuel, hydraulic fluid, concrete spoils, or rinse water from vehicle cleaning, including rinsing of concrete truck tanks and chutes.

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(g) Timber Harvesting**

- (3) Prior to machinery passing over any area within a tree protection zone during construction, the area shall be cushioned using plywood sheeting covered by a minimum four-inch-thick layer of wood mulch, or materials providing an equivalent minimum degree of cushioning, as shown on an approved landscaping plan.
- (4) Protective barriers shall be installed prior to, and maintained throughout, the land disturbance and construction process. Such barriers shall:
 - a. Be installed along the outer edge of and completely surrounding all tree protection zones;
 - b. Consist of:
 - 1. A minimum four-foot-high wooden post and rail fence with two-inch by four-inch posts and a double one-inch by four-inch rail;
 - 2. A minimum four-foot-high orange polyethylene laminar safety fencing mounted on wooden posts; or
 - 3. A similar fencing method approved by the Zoning Administrator.
 - c. Be posted with warning signs that:
 - 1. Are posted not more than 150 feet apart;
 - 2. Are clearly visible from all sides of the tree protection area;
 - 3. Have a minimum area of four square feet per sign; and
 - 4. Identify the fenced area as a tree protection zone and direct construction workers not to encroach into the area (e.g., "Tree Protection Zone: Do Not Enter").
- (5) Any violation of the tree protection standards in this subsection is a violation of this Ordinance and may result in remedies and penalties in accordance with Sec. 17-8.6, Remedies and Penalties. Any action in violation of this subsection that results in damage to a protected tree that jeopardizes its survival shall be deemed removal of a protected tree.

(g) Timber Harvesting

Timber harvesting (see Sec. 17-9.4, Definitions) shall comply with the standards in this subsection.

(1) General**a. Required Notification**

The land owner shall notify the Zoning Administrator prior to beginning any timber harvesting.

b. Comply with Best Management Practices

All timber harvesting shall comply with the voluntary protective measures known as "Best Management Practices" that are published by the South

Article 5: Development Standards**Sec. 17-5.5. Open Space****(a) Purpose**

Carolina Forestry Commission, including the provision of an undisturbed buffer that:

1. Extends along the entire perimeter of the parcel, including road frontages, except for approved access crossings; and
2. Has a minimum width of 50 feet or the required setback for the zoning district in which the parcel is located, whichever is greater.

(2) Commercial Timber Operations**a. Burden of Proof of Commercial Timber Operation**

1. The land owner shall have the burden of proving by clear and convincing evidence that an activity is a commercial timber operation.
2. The land owner shall submit a forestry plan that demonstrates that the intended forestry activities will contribute to the long term production of marketable forest products and ensure the continued existence of forests through regeneration. Conducting a timber sale as the sole timber management activity does not constitute a commercial timber operation.

Sec. 17-5.5 Open Space

(a) Purpose

Open space set-asides are intended for the use and enjoyment of a development's residents, employees, or users. Open space set-asides serve numerous purposes, including preserving natural resources, ensuring resident access to open areas and active recreation, reducing the heat island effect of developed areas, providing civic and meeting spaces, enhancing storm water management, and providing other public health benefits.

(b) Applicability**(1) General**

Unless exempted in accordance with (2) below, all new development in the City shall comply with the standards in this Section.

(2) Exemptions

The following development is exempted from the standards in this Section:

- a. Single-family detached dwellings;
- b. Two-family dwellings;
- c. Utility Uses;
- d. Agricultural Uses; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(m) Tree Removal Permit****f. Appeal**

Optional (see Sec. 17-2.4(j), Appeal).

(4) Tree Removal Permit Decision Standards**a. A tree removal permit shall be approved only upon a finding that all of the following standards are met:**

- 1. A tree protection zone is established consistent with the requirements of Sec. 17-5.4(c)(5), Tree Protection Zone Established;**
- 2. All trees within the tree protection zone are protected and maintained during and after development in conformance with Sec. 17-5.4, Tree Protection;**
- 3. Any grand tree removed is done so only upon a finding it is in conformance with Sec. 17-5.4(e), Removal of Grand Trees;**
- 4. Any tree protected by Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy, that is removed is done so only upon a finding it is in conformance with Sec. 17-5.4(d)(3).**
- 5. Any other protected tree removed other than a grand tree or a tree that is protected by Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy, is done so only upon a finding:**
 - (i) The application of the standards in Sec. 17-5.4, Tree Protection, would result in unreasonable or impractical situations due to unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements; and**
 - (ii) The approval of the Tree Removal Permit is consistent with the purposes of this Section.**

b. If a tree removal permit is approved, conditions of approval shall include the planting of any replacement trees required by Sec. 17-5.4(e), Removal of Grand Trees, and Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy. The Zoning Administrator may require as a condition of approval that an equal number of density factor units (see Sec. 17-5.3(h), Site Tree Density) of replacement trees be planted on the site to replace the density factor units for protected trees removed, in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).**a. If a grand tree is proposed to be removed, the Zoning Administrator's review, decision, and conditions imposed with respect to the removal of the grand tree shall be in accordance with Sec. 17-5.4(e), Removal of Grand Trees. For the removal of any tree other than a grand tree, the Zoning Administrator may approve a Tree Removal Permit on finding the following:**

- 1. The application of the standards in Sec. 17-5.4, Purpose, would result in unreasonable or impractical situations due to unusual site**

ORDINANCE NO.: 2019-013

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
to repeal and replace Chapter 17, Planning, Land Development and Zoning*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019 that the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning is hereby repealed in its entirety and replaced with Chapter 17, Unified Development Ordinance as reflected in the attached "Zoning Ordinance and Land Development Regulations Rewrite, Public Hearing Draft, March 19, 2019" which is incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplanttogether.org>.

This ordinance is effective as of March 31, 2020.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-021 Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2019-021 encroach Experience Columbia SC (PDF)

ORDINANCE NO.: 2019-021

Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14

WHEREAS, Experience Columbia SC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1600 block of Main Street adjacent to 1633 Main Street, Richland County TMS #09014-10-08, the 1500 block of Main Street adjacent to 1501 Main Street, Richland County TMS #09014-11-13, and the 1100 block of Lincoln Street adjacent to 1120 Lincoln Street, Richland County TMS #08916-02-14, for the installation and maintenance of three (3) digital information kiosks measuring approximately four (4') feet in length one (1') foot in width and nine (9') feet in height, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that Grantee is hereby granted the right to use the right of way area of the right of way area of the 1600 block of Main Street adjacent to 1633 Main Street, Richland County TMS #09014-10-08, the 1500 block of Main Street adjacent to 1501 Main Street, Richland County TMS #09014-11-13, and the 1100 block of Lincoln Street adjacent to 1120 Lincoln Street, Richland County TMS #08916-02-14, for the installation and maintenance of three (3) digital information kiosks measuring approximately four (4') feet in length one (1') foot in width and nine (9') feet in height, as shown on the attached drawing; and,

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

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

1. No item shall be placed or allowed so that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
4. All trees shall be protected and no large tree roots shall be removed from any existing trees.
5. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and

assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2019-021**



**1600 BLOCK OF MAIN STREET, 1500 BLOCK OF MAIN STREET,
AND 1100 BLOCK OF LINCOLN STREET ADJACENT TO
1633 MAIN STREET, 1505 MAIN STREET, 1120 LINCOLN STREET
DIGITAL INFORMATION KIOSK**

Subject Property:	Right-of-way adjacent to the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street, TMS#09014-10-08, 09014-11-13, 08916-02-14
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of three (3) digital information kiosks
Applicant:	Experience Columbia SC
Staff Recommendation:	Approval with conditions

Detail:	The applicant is requesting an encroachment for installation and maintenance three (3) digital information kiosks measuring approximately four (4') feet in length one (1') foot in width and nine (9') feet in height, as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, shall be placed, or allowed so that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 4. All trees shall be protected and no large tree roots shall be removed from any existing trees. 5. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Street Division	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

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

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

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 3/05/2019 Property Owner: City of Columbia
Business Name/Applicant's Name if different than owner: Experience Columbia SC
Contact Information: Telephone Number: 803-545-0108 Fax Number: 803-545-0102
Mailing address: 1101 Lincoln Street Columbia, SC 29201 E-mail address: joutman@experiencecolumbiasc.com
Business Name/Development Name for Encroachment: Colonial Life Arena - Plaza Area
Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
Planters ☐ Awning ☐ Underground Utilities ☐ Other: Digital Wayfinding Kiosk

Dimensions (height/width/length): 8'9" x 11" x 3'4"
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: Kiosks will mount upon a 9" concrete pier that is anchored to a 3' unreinforced concrete footing with anchor rods

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

Hours/days of operation for outdoor dining: _____

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

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

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

Name/Title: _____
Date: _____

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

Name/Title: Jason Outman /Executive Director
Date: 3/5/2019

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdkscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017



Columbia Kiosk Distribution Intent

January 29, 2019

City of Columbia

Digital Kiosk

48.a



Monday, March 4, 2019



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 467

Main St between Taylor St & Hampton St

- Near Boyd Plaza
- 34.00575, -81.03561*

Proposed Install Date: TBD

*approximate GPS coordinates

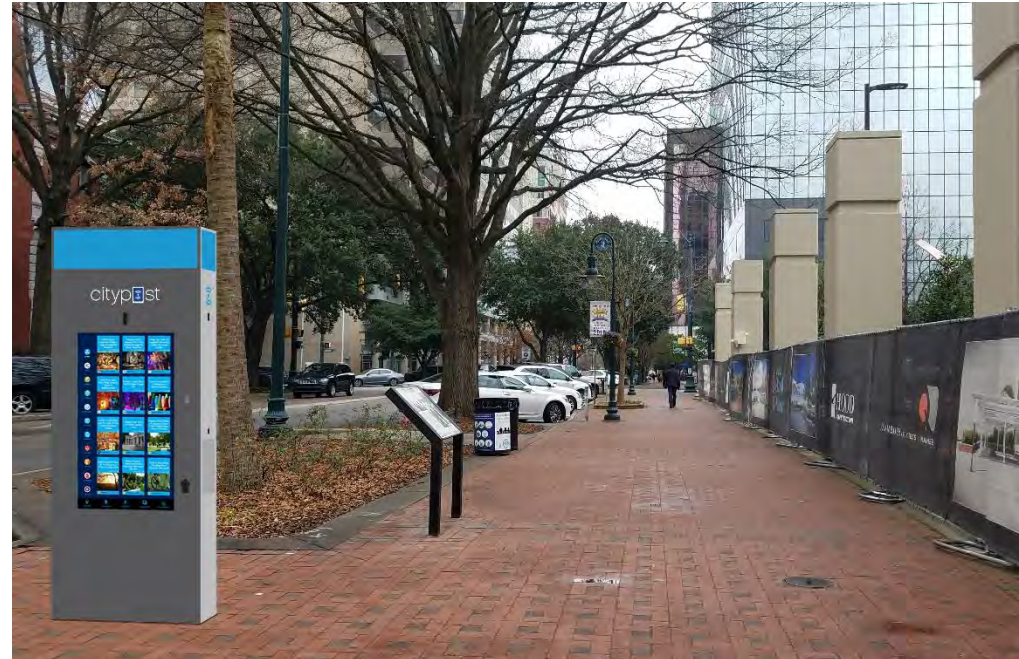
Status: 1 – Preliminary Review

- ☐ Duke Energy Location Approval
- ☐ Smart City Media Location Approval
- ☐ LDDC Location Approval

Walking Score:

Pedestrian Count:

Notes:



Note: Illustration is for placement reference only. Final kiosk appearance TBD.



PLAZA
Museum of Art

Use Other Side of Street

Proposed Location

City of Columbia

Digital Kiosk

48.a



Monday, March 4, 2019



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 470

Kiosk ID: K5

PRELIMINARY 48.a

Corner of Lincoln St & Gervais St

- Near Columbia SC Visitors Center
- 33.99952, -81.03822*

Proposed Install Date: TBD

*approximate GPS coordinates

Status: 1 – Preliminary Review

- ☐ Duke Energy Location Approval
- ☐ Smart City Media Location Approval
- ☐ LDDC Location Approval

Walking Score:

Pedestrian Count:

Notes:



Note: Illustration is for placement reference only. Final kiosk appearance TBD.



Proposed Location

CO
VIS
CE

Whit-Ash
FURNISHINGS

N

the Wall
the Art of the Wall
the Art of the Wall

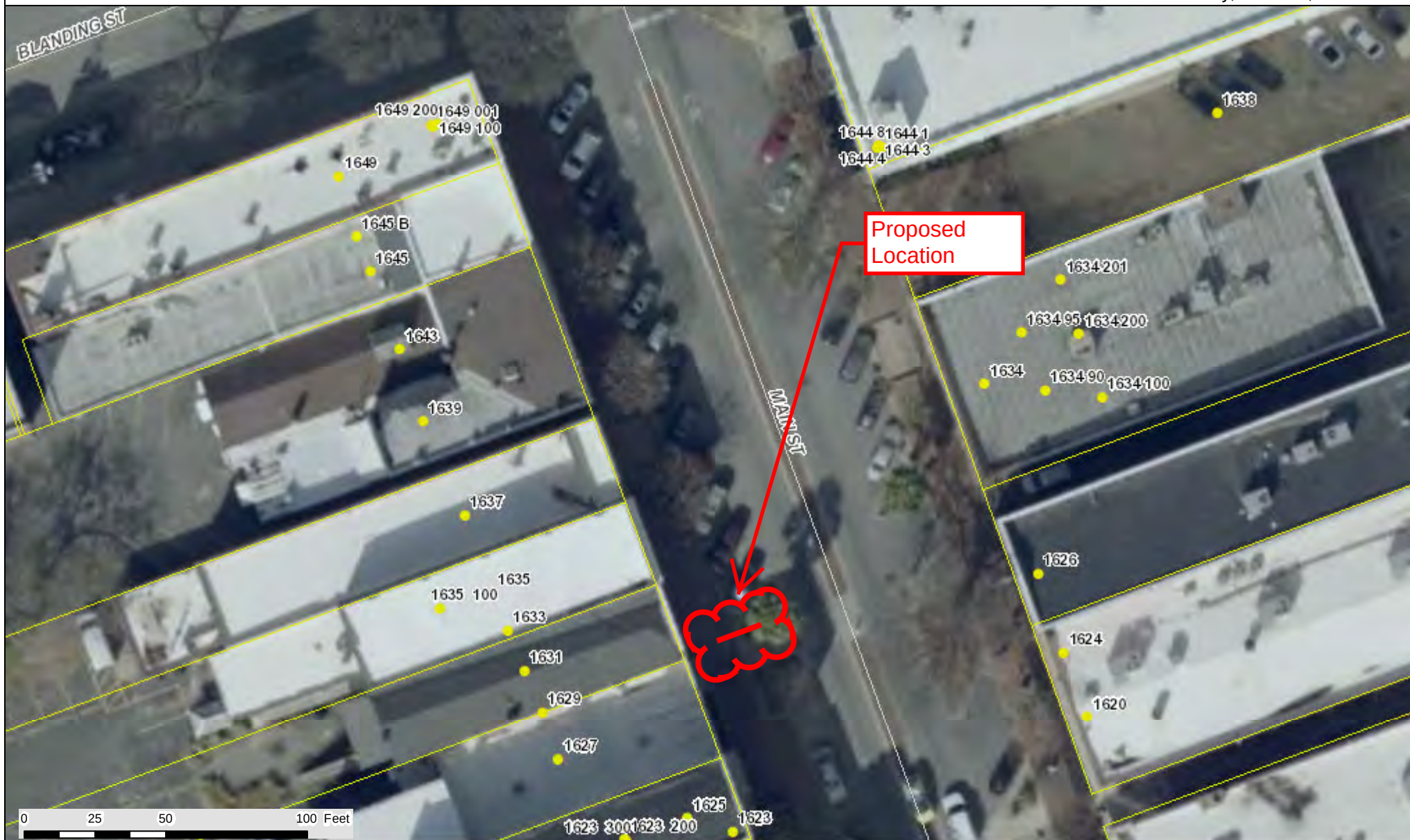
City of Columbia

Digital Kiosk

48.a



Monday, March 4, 2019



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 473

Kiosk ID: K1

PRELIMINARY 48.a

Main St between Blanding St & Taylor St

- Near Sweet Cream
- 34.00727, -81.03629*

Proposed Install Date: TBD

*approximate GPS coordinates

Status: 1 – Preliminary Review

- ☐ Duke Energy Location Approval
- ☐ Smart City Media Location Approval
- ☐ LDDC Location Approval

Walking Score:

Pedestrian Count:

Notes:

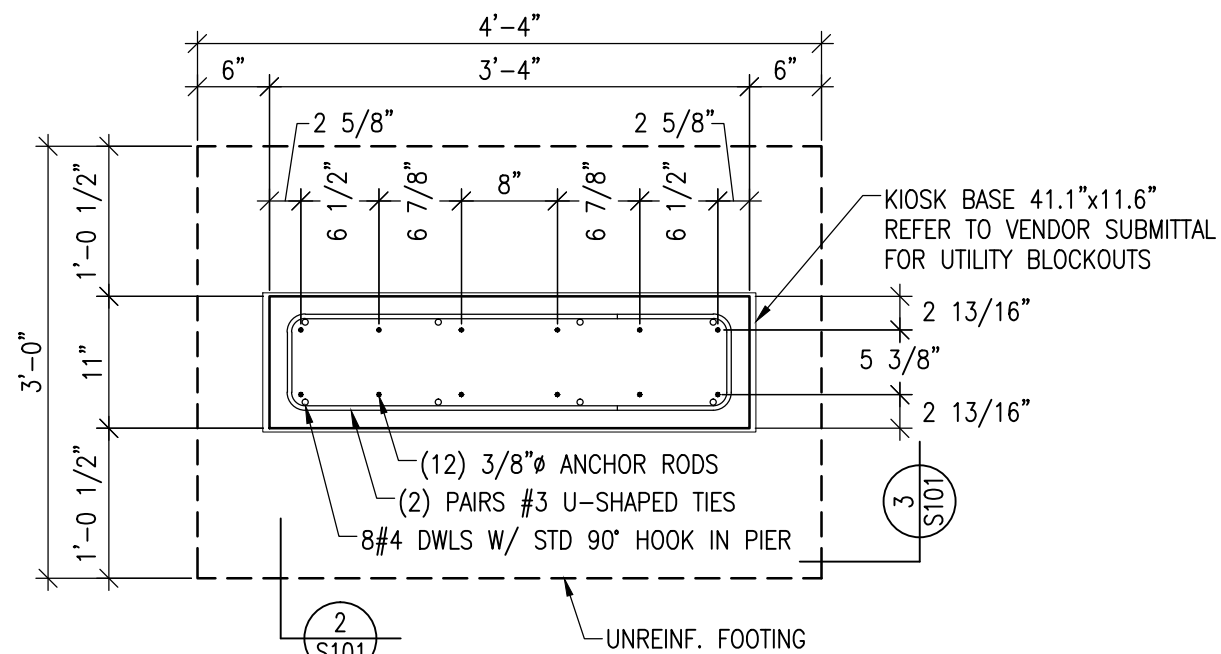


Note: Illustration is for placement reference only. Final kiosk appearance TBD.

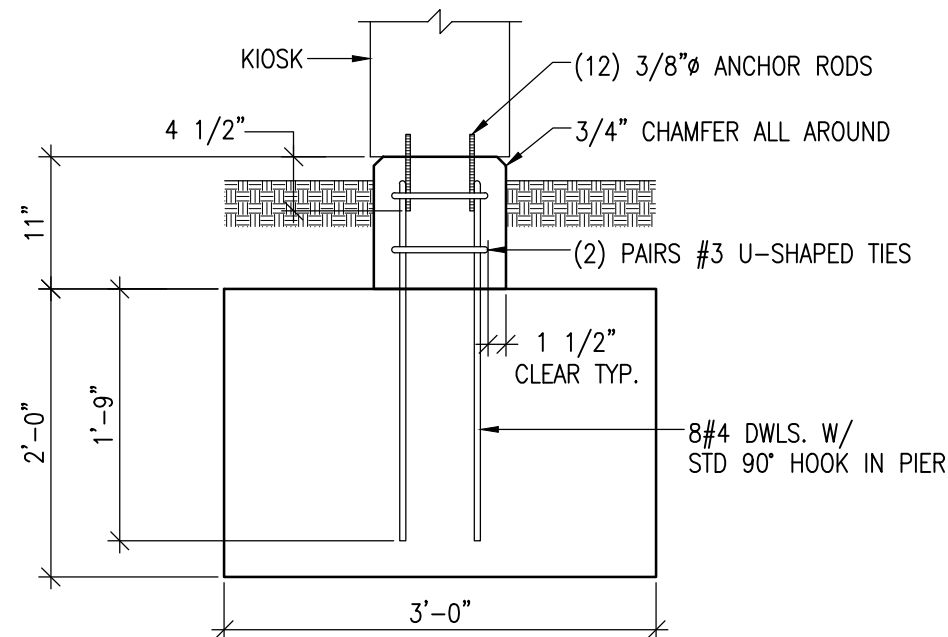


Relocate Bike Rack

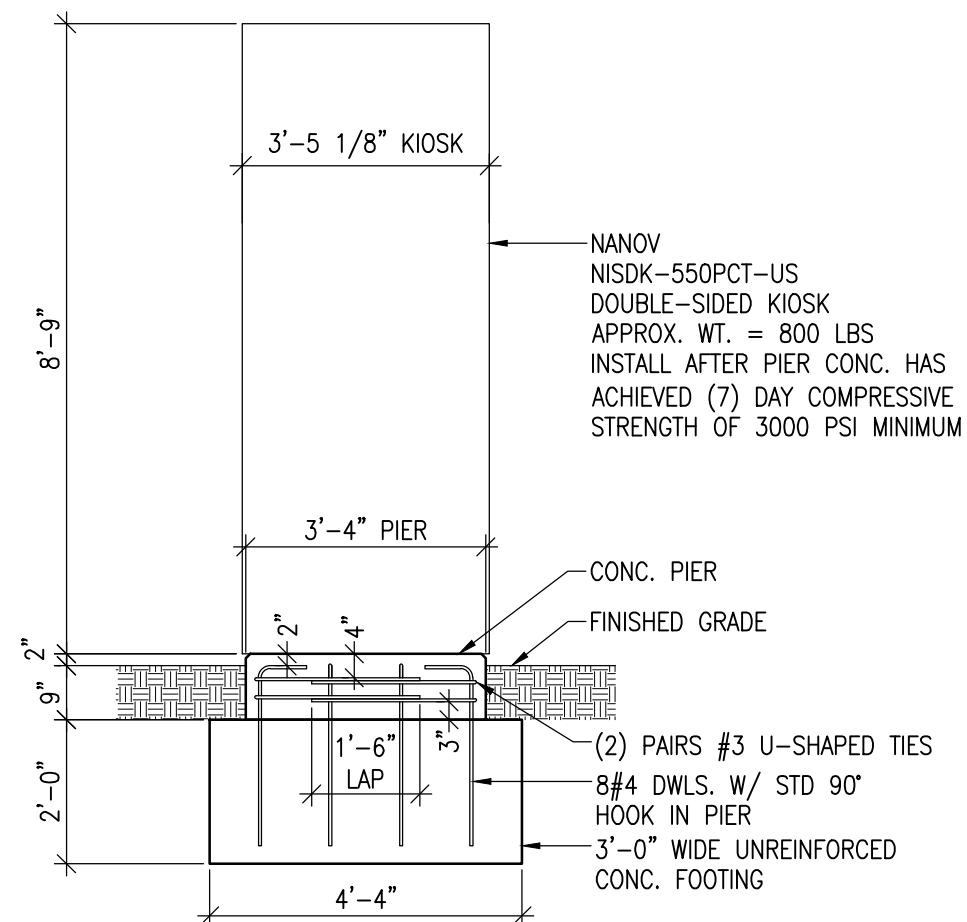
Proposed Location



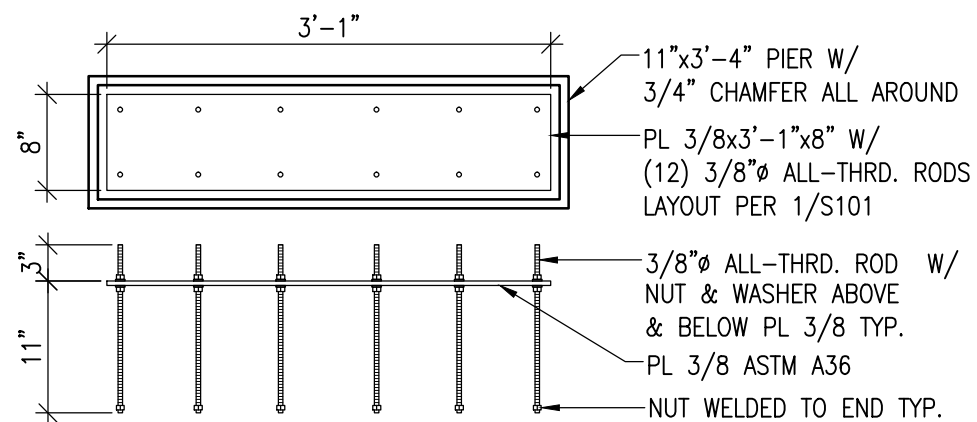
1 KIOSK FOUNDATION PLAN
S101 3/4" = 1'-0" NOTE: ANCHOR LAYOUT DIMENSIONS SHOWN HAVE BEEN ROUNDED TO THE NEAREST 1/16"
REFER TO THE VENDOR SUBMITTAL FOR THE ACTUAL DIMENSIONS IN MILLIMETERS



2 KIOSK FOUNDATION SECTION
S101 3/4" = 1'-0"



3 KIOSK FOUNDATION SIDE VIEW
S101 3/8" = 1'-0"



4 ALTERNATE KIOSK ANCHORAGE
S101 3/4" = 1'-0"

GENERAL NOTES

CODE DATA

- WIND LOAD DESIGN (ASCE 7-10):
RISK CATEGORY II
EXPOSURE B
Vult = 115 MPH
DESIGN WIND FORCE = 670 LBS (ULT.)
- SEISMIC DESIGN:
RISK CATEGORY II
SEISMIC IMPORTANCE FACTOR = 1.0
SITE CLASS D
Ss = 0.206; Sds = 0.220
S1 = 0.106; Sd1 = 0.168
SEISMIC DESIGN CATEGORY C
NON-BUILDING STRUCTURE NOT SIMILAR
TO BUILDINGS: R = 3.0
SEISMIC RESPONSE COEFFICIENT:
Cs = 0.074
BASE SHEAR Vs = 60 LBS
- FOUNDATION DESIGN:
PRESUMPTIVE ALLOWABLE SOIL BEARING
PRESSURE = 1500 PSF

CONCRETE CONSTRUCTION

- DESIGN MIX TO PROVIDE A (7) DAY
COMPRESSIVE STRENGTH OF 3000 PSI MIN.
- PIER CONCRETE TO HAVE AIR CONTENT OF
5% MIN. & 7% MAX.
- REINFORCING STEEL TO BE ASTM A615 GR. 60
ASTM A996 GR. 60

KIOSK ANCHOR RODS (POST-INSTALLED)

- ANCHOR RODS TO BE HILTI HIT-HY 200
ADHESIVE ANCHORS W/ HILTI HAS-E
THREADED RODS
- ANCHORS TO BE INSTALLED IN ACCORDANCE
W/ ALL HILTI WRITTEN INSTRUCTIONS &
KENTUCKY BUILDING CODE REQUIREMENTS
- ANCHORS SHALL NOT BE INSTALLED UNTIL THE
PIER CONCRETE HAS ACHIEVED THE SPECIFIED
(7) DAY COMPRESSIVE STRENGTH

ALTERNATE KIOSK ANCHOR RODS (CAST-IN)

- ANCHOR RODS TO BE ASTM A307 GRADE A
W/ COMPATIBLE NUTS & STEEL WASHERS

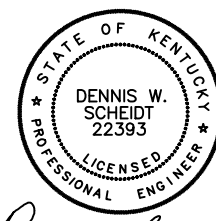
DESIGNED: MAS	CHECKED: DWS			
DRAWN: MAS				
JOB NO. 2018033				
IMPORTANT NOTE: UNDER NO CIRCUMSTANCES SHALL THE TRANSFER OF OWNERSHIP OF THE DRAWINGS, SPECIFICATIONS, ELECTRONIC DATA, OR OTHER INSTRUMENTS OF SERVICE BE DEEMED TO BE A SALE BY THE ENGINEER AND THE ENGINEER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE				
1	3/09/18	ISSUED FOR CONSTRUCTION		
NO.	DATE	ISSUE		

Truman P. Young & Associates



CIVIL &
STRUCTURAL
ENGINEERS

4225 Malsbary Rd Suite 207 Cincinnati, Ohio 45242
(513) 861-5655 FAX: 861-5668 trumanpyoung.com



Dennis W. Scheidt

FOUNDATION FOR
INFORMATION KIOSK
CITY OF LOUISVILLE
LOUISVILLE, KENTUCKY

DUKE ENERGY ONE INC. / ENERGY SERVICES

PLAN &
DETAILS

S101



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-018 Permitting the Fire Department to collect money for the Muscular Dystrophy Association

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- #a: R-2019-018 CFD MDA (PDF)

RESOLUTION NO.: R-2019-018*Permitting the Fire Department to collect money for the Muscular Dystrophy Association*

WHEREAS, the Fire Department requests permission pursuant to South Carolina Code Ann. §5-27-910 for their personnel to collect money to benefit the Muscular Dystrophy Association at the intersections of Assembly Street and Gervais Street; Huger Street and Blossom Street; Devine Street and Harden Street; Bull Street and Elmwood Avenue; Main Street and Sunset Boulevard; Bush River Road and Broad River Road; South Beltline Boulevard and Rosewood Drive and Leesburg Road and Garners Ferry Road, on Wednesday, March 20, 2019 Thursday, March 21, 2019 and Friday, March 22, 2019; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, that Fire Department personnel are permitted to collect money for the Muscular Dystrophy Association at the intersections of Assembly Street and Gervais Street; Huger Street and Blossom Street; Devine Street and Harden Street; Bull Street and Elmwood Avenue; Main Street and Sunset Boulevard; Bush River Road and Broad River Road; South Beltline Boulevard and Rosewood Drive and Leesburg Road and Garners Ferry Road, provided, however, that: (1) there is no interference with either vehicular or pedestrian traffic; (2) no personnel shall leave the curb or raised median while soliciting for or collecting funds; and (3) personnel shall remove all trash from the sidewalk and median.

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-024 Authorizing the City Manager to execute a Contract for Purchase and Sale of Real Property between the City of Columbia and Columbia Venture, LLC for 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road (MWWTP), TMS #11000-01-06

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-024 Ratify LOI and Authorize Contract - Columbia Venture LLC WWTP (PDF)

RESOLUTION NO.: R-2019-024

Ratifying and Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and Columbia Venture, LLC and the City's Manager's execute of a Contract for Purchase and Sale of Real Property and documents necessary to consummate the purchase of approximately 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road, Richland County TMS #11000-01-06 (pt)

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager's execution of said Letter of Intent between the City of Columbia and Columbia Venture, LLC setting forth the terms for a Contract for Purchase and Sale of Real Property for the purchase of approximately 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road, Richland County TMS #11000-01-06 (pt), is hereby ratified; and,

BE IT RESOLVED that the City Manager is authorized to execute the attached Contract for Purchase and Sale of Real Property, or on a form approved by the City Attorney, and any other documents necessary, as approved by the City Attorney, and ratify any such documents executed, in order to consummate the purchase of the referenced property, between the City of Columbia and Columbia Venture, LLC for the purchase of approximately 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road, Richland County TMS #11000-01-06 (pt).

(Funding Source: 5516208-659100)

Requested by:

Assistant City Manager Gentry

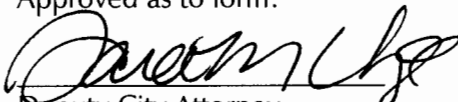
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY
(Resolution No.: R-2019-024)

THIS CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between Columbia Venture, LLC (the "Seller"), and The City of Columbia (the "Buyer"). The effective date of this Contract shall be the latest date of a party's execution of this Contract ("Effective Date").

STATEMENT OF PURPOSE

Seller proposes to convey a limited warranty deed to that certain tract of land and related improvements located in Richland County, South Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property, as hereafter defined, upon the terms and conditions contained in this Contract. Seller is willing to sell and convey the Property, as hereafter defined, pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, subject to the terms and conditions of this Contract, and in consideration of the premises and the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Description of Property. The property now owned by the Seller which is the subject of this Contract is as follows:

All that certain piece, parcel or lot of land, a total of 199.65 acres that include parcel TMS R11000-01-06 at 1200 Simmon Tree Lane (58 .76 acres) and 140.89 acres of the 149.09 acres of parcel R11000-01-06 on the south side of Beltline Blvd. An 8.2 acre portion of the parcel R11000-01-06 will be subdivided and retained by the current owner of the parcel. The portion to be subdivided has frontage on Bluff Road, an exact boundary to be identified via surveying and subdividing process.

The real property described hereinabove includes all improvements and fixtures placed, constructed or installed on the Land ("Improvements"), and the real property and Improvements shall collectively be called the "Property".

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be Nine Hundred Twenty-eight Thousand Seven Hundred Eighty-three and 75/100 Dollars (\$928,783.75). The Purchase Price shall be payable in certified U.S. funds as follows:

a. A good faith earnest money deposit and partial down payment of One Hundred Thousand and no/100 Dollars (\$100,000.00) (the "Deposit") which must be made payable to and received by the Seller within thirty (30) business days of the Effective Date will be applied to the Purchase Price at Closing.

b. The balance of the Purchase Price shall be payable by cashier's check, bank check or escrow account check at Closing, subject to price adjustments and prorations as hereinafter provided.

3. Survey. Buyer may cause a current or updated boundary and physical survey of the Property (the "Survey") to be prepared by a registered land surveyor acceptable to Buyer in accordance with such standards and requirements as Buyer shall reasonably request. Should Buyer elect to obtain a Survey, a description of the Property contained in the deed required by Paragraph 4 of this Contract shall be prepared from said Survey, as mutually agreeable to Buyer and Seller.

4. Title to the Property. At the Closing, Seller shall deliver to Buyer a limited warranty deed in form and content reasonably satisfactory to Buyer's counsel, conveying to Buyer its interest in the Land, its appurtenances and improvements, and subject to all rights-of-way, easements, restrictions of record and all other matters affecting title whether of record or not, and to any and all governmental laws and ordinances applicable to the Property. The Buyer shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing.

5. Inspections. Buyer shall have sixty (60) days from the Effective Date to undertake certain necessary inspections, market studies and other studies related to the Property (the "**Inspection Period**"). Seller agrees to

provide Buyer and its agents, employees and representatives full access to the Property and to cooperate with purchaser in connection with such inspections. Buyer shall be responsible for any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property. **Property is being sold in "As-is" condition.** Buyer shall have the right to terminate this Contract at any time during the Inspection Period for any reason whatsoever. If Buyer elects to terminate the Contract during the Inspection Period as provided herein, Seller shall return to Buyer the Deposit. Said Deposit shall become non-refundable at the expiration of the Inspection Period.

6. Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before thirty (30) days after the expiration of the Inspection Period, time being of the essence. The date of the Closing shall be referred to herein as the "Closing Date."

7. Closing Conditions. The obligations of Buyer under this Contract are in all respects conditioned upon and subject to there being no pending or proposed application for any rezoning or change in zoning not consented to by Buyer.

8. Closing Costs. Seller shall pay for Deed preparation, all documentary stamps or transfer taxes and recording fees. Seller shall not pay any rollback taxes. In the event after closing, the use of the property is no longer considered eligible for taxation based on agricultural use, Buyer will be responsible for any rollback taxes. Ad valorem taxes for the year will be prorated. Each party shall bear its own expense or expenses, including its own attorneys' fees.

9. Brokerage Commission. Seller and Buyer mutually acknowledge that Seller has engaged its Broker and will pay such Broker's commission at closing. Seller warrants that it has taken no action that would result in a commission being due by the Buyer.

10. Eminent Domain. If, prior to the Closing Date, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

11. Closing Documents.

- a. At Closing, the Seller shall deliver to Buyer (or Closing Attorney, if any):
 - i. a duly executed and acknowledged limited warranty deed in recordable form conveying the Property satisfactory to Buyer; and,
 - ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract as may be reasonably requested by Buyer or Buyer's counsel, to include, but not be limited by the deliverables mentioned in the Letter of Intent to purchase.
- b. At Closing, Buyer shall deliver to Seller:
 - i. the cash portion of the Purchase Price as determined pursuant to Section 2 above; and,
 - ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or as may be reasonably requested by Seller or Seller's counsel.

12. Escrow of Deposit. The Deposit shall be held in escrow (the "Escrow") by Seller subject to the terms and provisions of this Contract. At Closing, in accordance with the terms of this Contract, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

13. Assignment. This Contract shall not be assigned by Seller or Buyer without each parties consent.

14. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer, as its sole remedy, shall have the right to terminate this Contract and receive a full refund of the Deposit by giving written notice to Seller.

b. In the event of a default or breach thereof by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages. Notwithstanding the foregoing or anything herein to the contrary, Seller retains the right to enforce this Contract according to law.

15. Entry. Buyer shall have the right to enter upon the Property at reasonable times without Seller's prior consent after the Effective Date of this Contract for any purpose including but not limited to site planning, surveying and environmental inspections. At Closing, Seller shall provide Buyer with keys and alarm system codes (if applicable) for the Property. Buyer shall be responsible for any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property.

16. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service); (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested; or (iii) sent via electronic mail to the party's address specified in this Contract if sent during normal business hours on a Business Day (or on the next Business Day if sent via electronic mail after the close of normal business hours or on a non-Business Day). When a party sends notice via electronic mail they shall promptly thereafter send a hard copy via either option (i) or (ii) as provided herein and addressed as follows:

SELLER: Columbia Venture, LLC
Deas Manning
2700 Middleburg Drive
Suite 103
Columbia, SC 29204

BUYER: City of Columbia
c/o City Manager
Post Office Box 147
Columbia, SC 29217

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

b. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Contract and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Saturdays, Sundays, Holidays. If any date called for under this Contract falls on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("non-Business Day"), such date shall be extended to the next day not falling on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("Business Day").

f. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

g. No Offer. The parties agree that the submission of this Contract for review or execution by one party to the other does not constitute an offer to sell or purchase the Property, and that this Contract shall not be valid, binding or enforceable until duly and fully executed by all parties hereto.

h. Authority. All signatories to this Contract have the full power and authority to enter into this Contract.

i. The execution, delivery and performance of this Contract will not result in the breach of or constitute a default under the provisions of any agreement to which the Buyer or Seller is a party, or by which it or its property is bound or affected.

j. Any prior agreement between the parties or that their respective affiliates with respect subject to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements this Contract shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

k. This Contract may be executed in counterparts, all of which together shall comprise one and the same instrument.

l. This Contract cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

m. Time is of the essence in all provisions of this Contract.

17. Closing Attorney. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, ("Closing Attorney") Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to sign a Conflict of Interest Disclosure to allow the Closing Attorney to close the within transaction.

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this ____ day of _____, 2019.

WITNESSES:

BUYER: CITY OF COLUMBIA

(Witness 1 signature)

By: _____
Name: Teresa B. Wilson
Title: City Manager

(Witness 2 signature)

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this ____ day of _____, 2019.

WITNESSES:

SELLER:

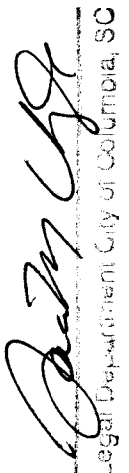
COLUMBIA VENTURE, LLC

(Witness 1 signature)

By: _____
Name: _____
Title: _____

(Witness 2 signature)

APPROVED AS TO FORM


Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-025 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-025 Approve and Ratify COC-CPD Mutual Aid Agreements (PDF)

RESOLUTION NO.: R-2019-025

Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act, codified in Section 23-20-10 through 23-20-60 of the Code of Laws of South Carolina (2016) authorizes law enforcement agencies of the State of South Carolina (the "State") to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions; and,

WHEREAS, the Columbia Police Department ("CPD") is desirous of entering into agreements with various law enforcement agencies in the State, in order to properly and prudently exercise public safety functions in a manner which benefits the citizens the City and the State; and,

WHEREAS, the City Council of the City of Columbia, as the governing body of the City ("City Council") believes the adoption, execution and use of multi-jurisdictional agreements to be reasonable, prudent and desirable, and that such agreements serve the best interest of the citizens of the City; and,

WHEREAS, pursuant to Section 23-20-40(B) of the *Code of Laws of South Carolina* (2016) all multi-jurisdictional agreements be approved by the respective governing bodies for each agency; and,

WHEREAS, there are certain jurisdictions and law enforcement agencies with whom the Columbia Police Department has had long standing cooperative relationships and entering into agreements with those jurisdictions and agencies should be facilitated; and,

WHEREAS, the City Council finds that the Police Chief of the City (the "Chief"), as the lead law enforcement officer for the City and the City Manager of the City (the "City Manager"), as the chief executive officer of the City, are qualified and shall be authorized by City Council to enter into multi-jurisdictional agreements with the select jurisdictions and agencies with which the City of Columbia has enjoyed a strong relationship; and,

WHEREAS, none of the Mutual Aid Agreements provide for any expenditure of funds from the City of Columbia above Fifty Thousand and No/100 (\$50,000.00) Dollars, so the City Manager is authorized to sign said documents; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, as follows:

1. The Chief and the City Manager, acting together, are authorized to execute and enter into mutual aid agreements with various law enforcement agencies with which the City of Columbia has enjoyed long standing cooperative relationships. A list of all governmental agencies to which the Chief and City Manager are authorized to so act and agree is attached hereto as Exhibit "A". The Chief and the City Manager are specifically authorized and vested with the power to execute and negotiate any and all mutual aid agreements with such entities (the "Agreements").

2. To the extent any such Agreement is executed by the Chief and the City Manager, it shall be valid and binding against the City (and CPD) and upon their joint execution thereof, such Agreement shall be deemed ratified, confirmed and approved by City Council.

3. The approval and ratification powers granted herein applies to and validates all actions previously taken or to be taken by the Chief and/or the City Manager, any action taken or to be taken by the City or CPD under such agreements (as executed by the Chief and the City Manager), including, but not limited to, joint operations, extra-jurisdictional arrests, multi-jurisdictional investigations, sharing of personal and/or equipment, and all other activities authorized by applicable law and by the terms of the respective agreements.

4. Any amendment or necessary change to the list of entities in the attached Exhibit "A" shall be approved by City Council by and through an express written amendment hereto.

5. The authorization for the Chief and the City Manager to act under the provisions hereof, including the term of any Agreements authorized under the provisions of this Resolution, shall be binding until December 1, 2021, unless the authorization for the Chief and/or the City Manager to so act is revoked by the City Council, or otherwise amended.

Requested by:

City Manager _____

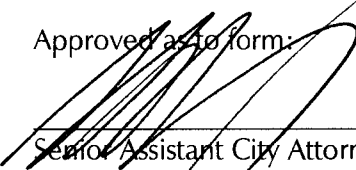
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

_____
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
RESOLUTION NO.: R-2019-025

MUNICIPALITY/COUNTY	STATE AGENCIES
Aiken County Sheriff	State Museum
Batesburg-Leesville Police Dept.	SC Department of Natural Resources
Bishopville Police Dept.	SC Department of Probation, Pardon and Parole
Camden Police Dept.	SC Department of Public Safety
Cayce Police Dept.	SLED
Charleston County Sheriff	South Carolina Criminal Justice Council
Charleston Police Dept.	South Carolina Criminal Justice Academy
Cherokee County Sheriff	South Carolina Department of Corrections
Chesterfield County Sheriff	
Clemson University Police Dept.	OTHER ENTITIES
Darlington County Sheriff	Allen University
Elgin Police Dept.	Benedict College
Fairfield County Sheriff	Columbia College
Florence County Sheriff	Commission on Accreditation for Law Enforcement Agencies, Inc.
Florence Police Dept.	Congaree Swamp National Park
Forest Acres Police Dept.	Drug Enforcement Agency
Greenville Police Dept.	Federal Bureau of Investigations
Greenville County Sheriff	Department of Homeland Security
Horry County Police Dept.	Irmo-Chapin Recreation Commission
Irmo Police Dept.	Irmo Fire District
Kershaw County Sheriff	LARADAC, The Behavioral Health Center of the Midlands
Lancaster County Sheriff	Midlands Technical College
Lexington County Sheriff	Richland County School District One
Lexington Police Dept.	River Alliance
Myrtle Beach Police Dept.	University of South Carolina Division of Public Safety
Newberry County Sheriff	United States Law Enforcement
North Charleston Police Dept.	United States Marine Corps, Special Operations Command (MARSCO)
North Myrtle Beach Police Dept.	
Orangeburg County Sheriff	
Orangeburg Department of Public Safety	
Richland County Sheriff	
Spartanburg County Sheriff	
Spartanburg Department of Public Safety	
Springdale Police Dept.	
Sumter County Sheriff	
Sumter Police Dept.	
West Columbia Police Dept.	



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-027 Authorizing the City Manager to execute a Lease between the City of Columbia and EM&L (MS Joint Venture) for lease of the 4th floor of 1401 Main Street

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-027 Lease 4th floor 1401 Main (PDF)

RESOLUTION NO.: R-2019-027

*Authorizing the City Manager to execute a Lease Agreement between
the City of Columbia and MS Joint Venture for the lease of the 4th floor of 1401 Main Street*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that
the City Manager is hereby authorized to execute the attached Lease Agreement between the City of
Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the 4th
floor of 1401 Main Street.

(Funding Source: 1018701-636300).

Requested by:

Assistant City Manager Gentry

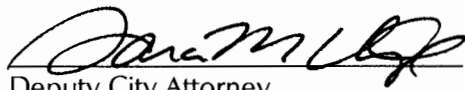
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

OFFICE LEASE AGREEMENT

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

MARCH 14, 2019

TABLE OF CONTENTS

	Page
Section A Demised Premises	1
Section B Term and Delivery of Demised Premises.....	1
Section C Covenants and Conditions of Lease	1
Paragraph 1 Rent	1
Paragraph 2 Authorized Use.....	1
Paragraph 3 Tenant Alterations	1
Paragraph 4 Tenant's Maintenance and Repairs of Demised Premises	2
Paragraph 5 Landlord's Maintenance and Repairs of Demised Premises.....	2
Paragraph 6 Services and Utilities Furnished by Landlord.....	2
Paragraph 7 Increase in Cost of Services and Repairs.....	2
Paragraph 8 Payment of Taxes and Other Assessments	3
Paragraph 9 Subordination of Lease.....	3
Paragraph 10 Parking	3
Paragraph 11 Entry by Landlord	3
Paragraph 12 Assignment and Subletting.....	3
Paragraph 13 Waiver of Covenants	4
Paragraph 14 Default by Tenant.....	4
Paragraph 15 Insurance / Indemnity	5
Paragraph 16 Damage or Destruction by Fire or Other Casualty	6
Paragraph 17 Holdover.....	6
Paragraph 18 Default of Landlord.....	6
Paragraph 19 Condemnation	6
Paragraph 20 Quiet Enjoyment.....	6
Paragraph 21 Notices	7
Paragraph 22 Signs and Building Directory	7
Paragraph 23 Rules and Regulations	7
Paragraph 24 Surrender of Demised Premises	7
Paragraph 25 Rights of Successors and Assigns.....	7
Paragraph 26 Commissions	7
Paragraph 27 Security Deposit	7
Paragraph 28 Condition of Demised Premises	7
Paragraph 29 Failure to Perform Covenant	7
Paragraph 30 Construction of Lease.....	7
Paragraph 31 Submission of Document.....	7
Paragraph 32 Additional Provisions	8

Exhibits (if any)

OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 13th day of March, 2019, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant" and shall be recorded in the Richland County, South Carolina Register of Deeds Office.

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES/PREMISES INFORMATION:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland (Tax Map ID #09013-04-07), in or near the City of Columbia, having an address of 1401 Main Street, 4th floor, and more specifically described as follows:

Approximately 15,350 +/- Square feet located on the 4th floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 11 years beginning on the 1st day of August, 2019 and ending at midnight on the 31st day of July 2030. Termination Option: Exhibit C.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on August 1st, 2019, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had September 30th 2019, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$276,300.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$23,025.00 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of EM & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises .
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing , Phone # (803) 771-9884 .
- YES (i) parking - see paragraph #10.
- _____ (j) other: _____

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2019 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,350 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be 7.7%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days.

8. PAYMENT OF TAXES AND OTHER ASSESSMENTS: Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of 7.7% as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2019 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. SUBORDINATION OF LEASE: It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. PARKING: See Paragraph 32 (Additional Provisions).

11. ENTRY BY LANDLORD: Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. ASSIGNMENT AND SUBLETTING: Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised

Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay EM&L Inc. a commission based on their then published commission schedule.

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE / INDEMNITY:

A. "Bodily Injuries and Property Damage": Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with minimum limits as follows:

Bodily Injury and Property Damages.....\$ 1,000,000.00 per occurrence
\$ 2,000,000.00 aggregate

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to

Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. A. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

B. **RIGHT OF FIRST REFUSAL:** If within twelve (12) months of the signing of this document or a mutually agreed upon (in writing) time extension beyond twelve (12) months, Landlord receives a bona fide offer (an "offer"), from an unrelated third party to purchase the Premises and Landlord decides to accept, City of Columbia will have the right to purchase the property under the same terms and conditions. City of Columbia will have fifteen (15) business days after Landlord written notification, to notify the Landlord in writing of its intent to exercise its Right of First Refusal.

18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
Attention: City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1)	BASE RENTAL RATE	MONTHLY
	8/01/19 thru 7/31/20	0
	8/01/20 thru 7/31/21	\$18.00
	8/01/21 thru 7/31/22	\$18.54
	8/01/22 thru 7/31/23	\$19.10
	8/01/23 thru 7/31/24	\$19.67
	8/01/24 thru 7/31/25	\$20.26
	8/01/25 thru 7/31/26	\$20.87
	8/01/26 thru 7/31/27	\$21.50
	8/01/27 thru 7/31/28	\$22.15
	8/01/28 thru 7/31/29	\$22.81
	8/01/29 thru 7/31/30	\$23.49

- 2) Tenant will handle its own parking requirement.
- 3) Landlord at landlord's expense will upfit space per Exhibit A.
- 4) Landlord at landlord's expense will replace carpet to meet specifications on attached Exhibit B.
- 5) Landlord will provide building access cards to all City of Columbia employees on 4th floor as requested.
- 6) Landlord will provide the Communication pathway, tenant will be responsible for pulling communication cable and terminating cable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and effective as of the day and year of the last signature hereinbelow.

WITNESS:

LANDLORD: MS JOINT VENTURE

By: _____

Its: _____

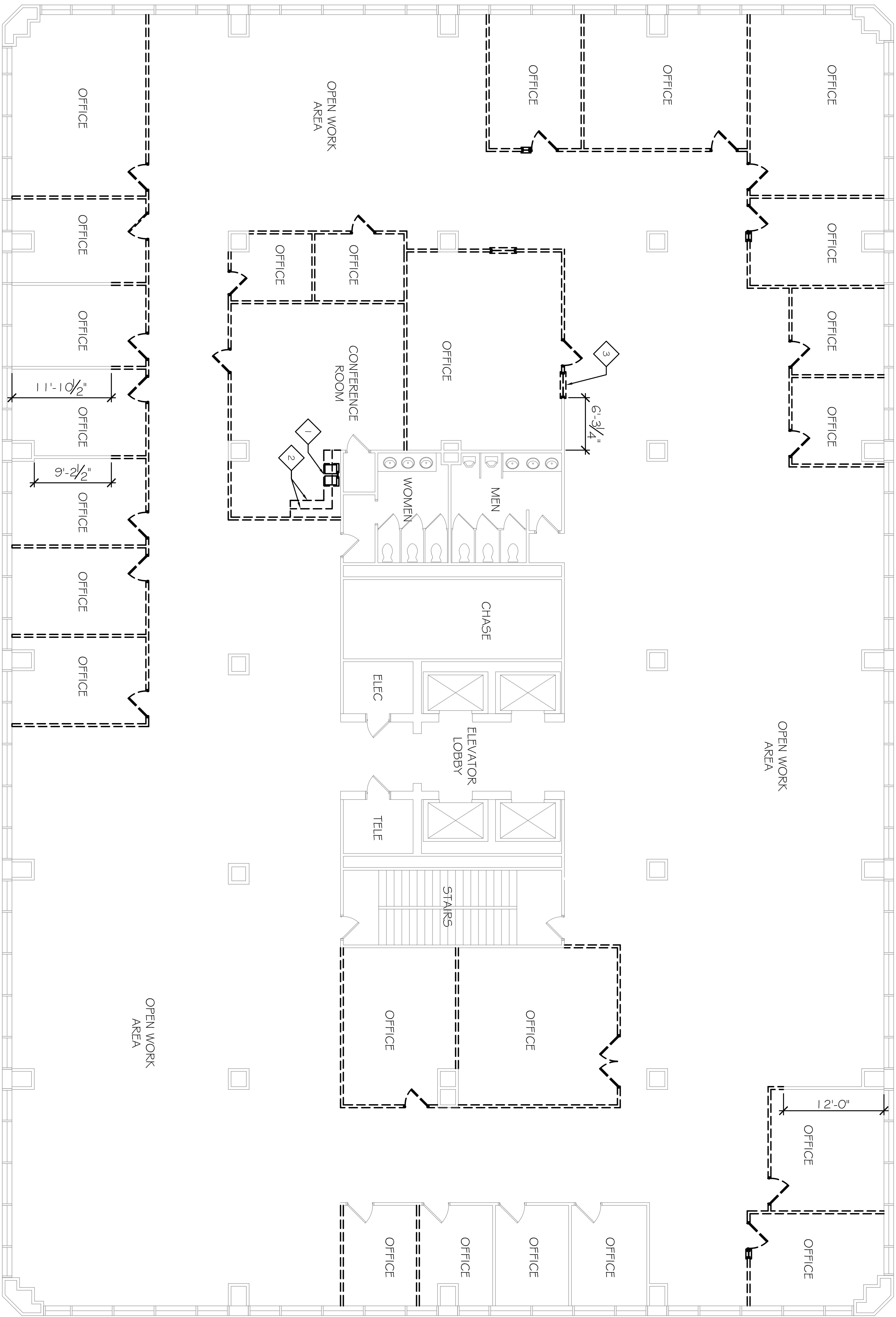
Date: _____

TENANT: CITY OF COLUMBIA

By: _____

Its: _____

Date: _____



B1
A102 RENOVATION FLOOR PLAN
SCALE: 1/8" = 1'-0"

LEGEND

SYMBOL	DESCRIPTION
	EXISTING WALL TO REMAIN
	EXISTING DOOR TO REMAIN
	EXISTING WALL TO BE REMOVED IN ITS ENTIRETY
	EXISTING DOOR TO BE REMOVED IN ITS ENTIRETY

DIMENSION - WALL PLAN NOTES

1. REMOVE EXISTING SINK IN ITS ENTIRETY. CAP ALL WATER AND SEWER LINES IN THE WALL OR AT FLOOR LEVEL.
2. REMOVE ALL BASE AND WALL CABINETS IN THEIR ENTIRETY. REPAIR WALL AS NECESSARY TO RECEIVE LEVEL 4 FINISH.
3. REMOVE WINDOW IN ITS ENTIRETY

DRAWING PLAN NOTES

1. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO START OF DEMOLITION.



Sherer & Associates
1201 MAIN STREET
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO: 19FO11
DRAWN BY: KS
DESIGNED BY: DS
CHECKED BY: DS

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

PROJECT TITLE
SHEET TITLE

EXISTING-DEMOLITION
PLAN

DWG: PLAN
DATE: 14 MAR 2019

SHEET NO.

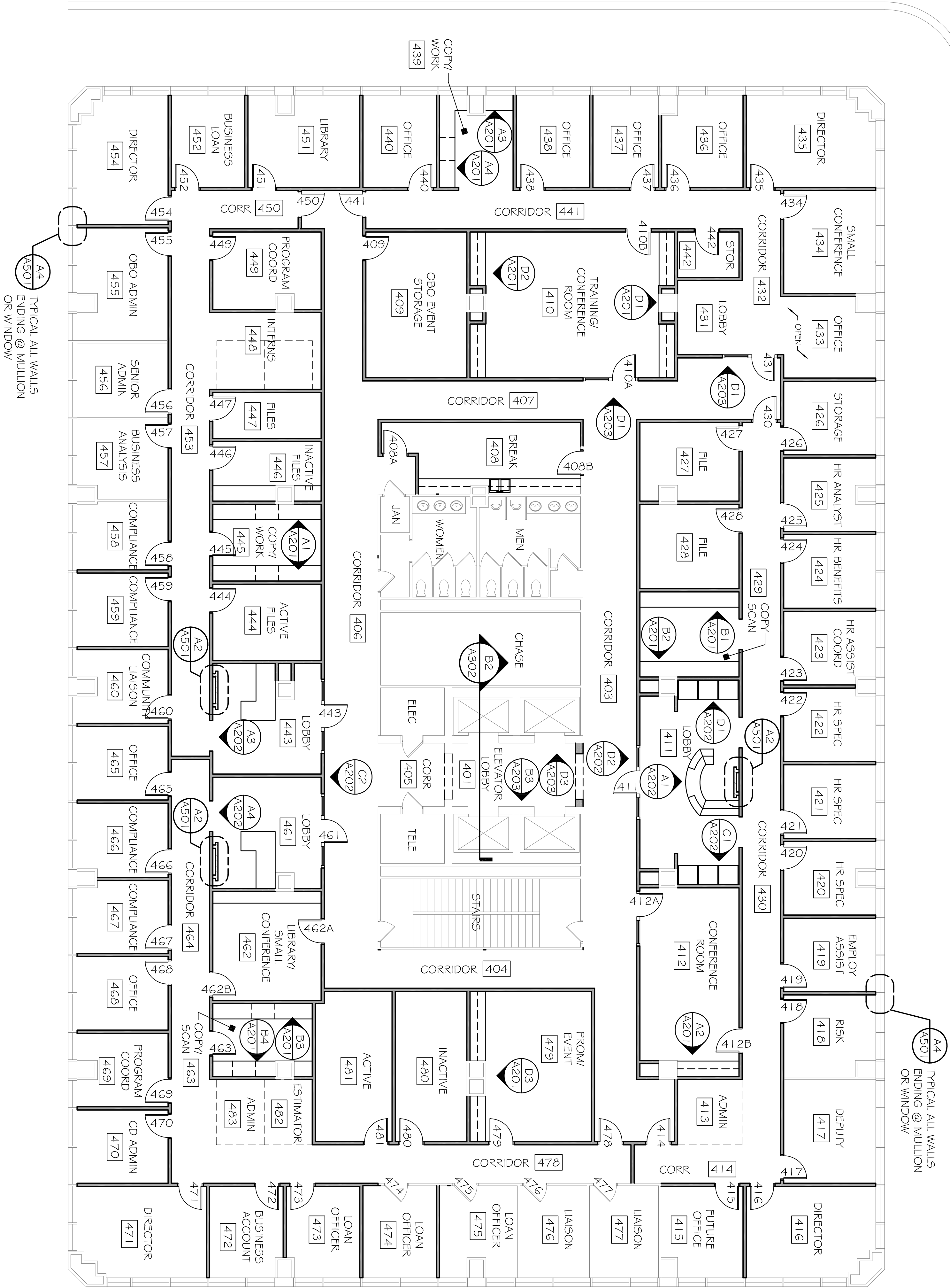
GROSS SQUARE FOOTAGE

4TH FLOOR TOTAL GROSS SQUARE FOOTAGE

16,655

90% DESIGN SET

A101



B1 RENOVATION FLOOR PLAN
A102 SCALE: 1/8" = 1'-0"

LEGEND

SYMBOL	DESCRIPTION
	EXISTING WALL TO REMAIN
	EXISTING DOOR TO REMAIN
	WALL TYPE A - WIDTH 4-7/8" - STANDARD WALL - NEW 3-5/8" METAL STUD WALL WITH SOUND BATT INSULATION AND 5/8" GYPSUM BOARD BOTH SIDES TO UNDERSIDE OF EXISTING CEILING. SEE DETAIL B4/A301.
	WALL TYPE B - WIDTH 4-7/8" - STANDARD WALL - NEW 3-5/8" METAL STUD WALL WITH SOUND BATT INSULATION AND 5/8" GYPSUM BOARD BOTH SIDES TO 6" ABOVE EXISTING CEILING GRID. SEE DETAIL B3/A301.
	WALL TYPE B - WIDTH 4-7/8" - ACCENT WALL FOR SIGNAGE - NEW 3-5/8" METAL STUD WALL TO 8'-4 1/2" HIGH WITH WOOD PANELS ON FRONT AND 5/8" GYPSUM BOARD REST OF EXPOSED. SEE DETAIL B2/A301.
	ALL WOOD TRIM AND NEW 3'-0" X 7'-0" DOORS TO MATCH EXISTING. NATURAL CHERRY DOORS AS MANUFACTURED BY MARSHFIELD DOOR SYSTEMS. (800) 869-3667, HTTP://WWW.MARSHFIELDDOORS.COM
	NEW WOOD FRAMED DOOR WITH SIDELIGHTS. REFER TO INTERIOR ELEVATIONS AND DOOR SCHEDULE FOR DETAILS.

DRAWING PLAN NOTES

1. CONTRACTOR SHALL COORDINATE LOCATIONS OF FIRE EXTINGUISHER WITH LOCAL FIRE MARSHAL PRIOR TO INSTALLATION.
2. REFER TO DIMENSION - WALL TYPE PLAN FOR ADDITIONAL INFORMATION.
3. ALL NEW DOORS TO MATCH EXISTING.

GROSS SQUARE FOOTAGE

4TH FLOOR TOTAL GROSS SQUARE FOOTAGE 16,655

90% DESIGN SET

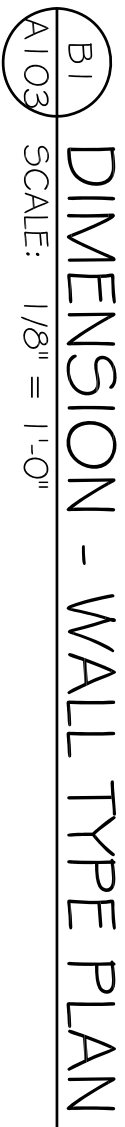
PROJECT TITLE	OFFICE UPFIT FOR CITY OF COLUMBIA 1401 MAIN STREET 4TH FLOOR COLUMBIA, SC 29201
SHEET NO.	RENOVATION FLOOR PLAN A102
DWG. PLAN	
DATE: 14 MAR 2019	



Sherer & Associates
1201 MAIN STREET
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO.: 190111
DRAWN BY: KS
DESIGNED BY: DS
CHECKED BY: DS

REV	DATE	BY	APP	DESCRIPTION



5 CENTER DOOR/WINDOW UNITS IN CENTER OF ROOM.

REVISIONS

Sherer & Associates
1201 MAIN STREET
SUITE 1980
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO:	19P011
DRAWN BY:	K5
DESIGNED BY:	D5
CHECKED BY:	D5

PROJECT TITLE	OFFICE UPFIT FOR CITY OF COLUMBIA
SHEET TITLE	1401 MAIN STREET 4TH FLOOR COLUMBIA, SC 29201

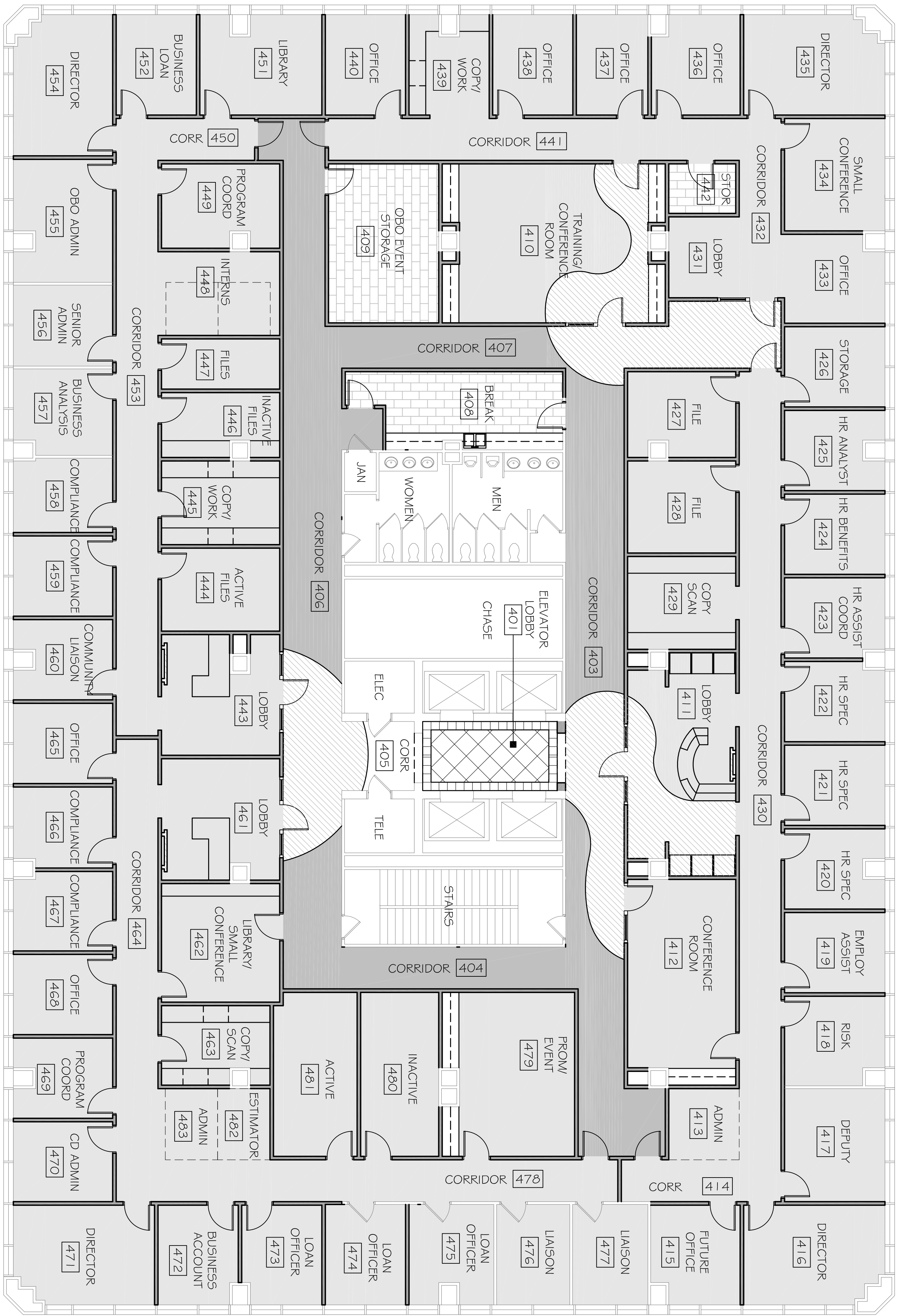
DIMENSION - WALL
TYPE PLAN

DWG:	PLAN
DATE:	14 MAR 2019

SHEET NO.

GROSS SQUARE FOOTAGE

90% DESIGN SET



B1 FLOOR PATTERN PLAN
A104 SCALE: 1/8" = 1'-0"

FINISH FLOOR LEGEND

SYMBOL	DESCRIPTION
	CPT-1 - TYPICAL OFFICE CARPET
	CPT-2 - PUBLIC ACCENT CARPET
	CPT-3 - PUBLIC CORRIDOR CARPET
	VCT-1 - PUBLIC CORRIDOR CARPET
	GT-1 - CERAMIC TILE
	GT-2 - CERAMIC TILE ACCENT

1. CONTRACTOR SHALL COORDINATE FINAL FINISHES WITH TENANT AND OWNER PRIOR TO ORDERING.
2. CONTRACTOR SHALL COORDINATE WITH CARPET SUPPLIER/INSTALLER LOCATION OF START AND STOP OF CPT-1 SQUARES.
3. ALL NEW DOORS TO MATCH EXISTING.

GROSS SQUARE FOOTAGE

4TH FLOOR TOTAL GROSS SQUARE FOOTAGE 16,655

90% DESIGN SET



Sherer & Associates
1201 MAIN STREET
COLUMBIA, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO: 19F011
DRAWN BY: NS
DESIGNED BY: DS
CHECKED BY: DS

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

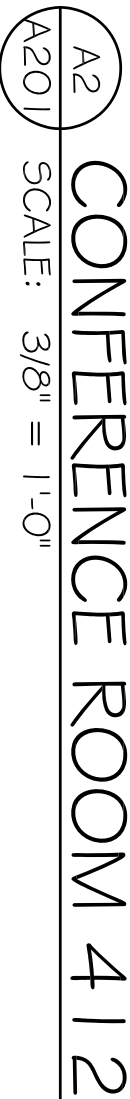
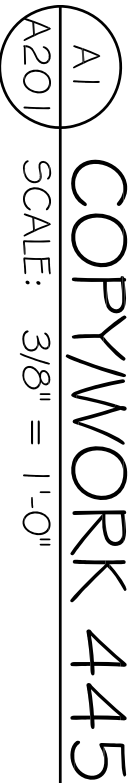
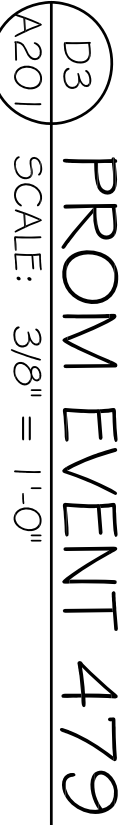
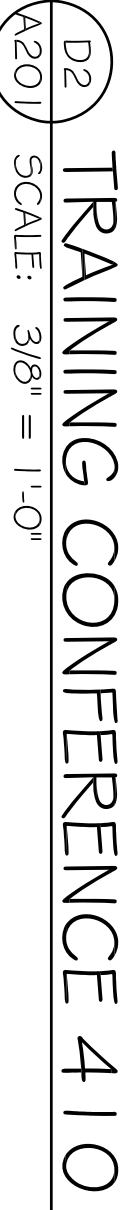
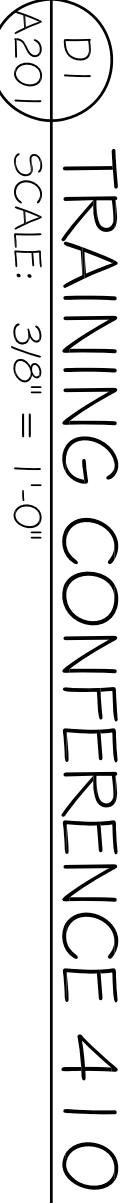
PROJECT TITLE
SHEET TITLE

FLOOR PATTERN PLAN

DWG: PLAN
DATE: 14 MAR 2019

SHEET NO.

A104



90% DESIGN SET

[illegible]

Sherer & Associates
1201 MAIN STREET
SUITE 1980
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO: 19P011

DRAWN BY:	KS
DESIGNED BY:	DS
CHECKED BY:	DS



THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF SHERR & ASSOCIATES, LLC. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY PROHIBITED.

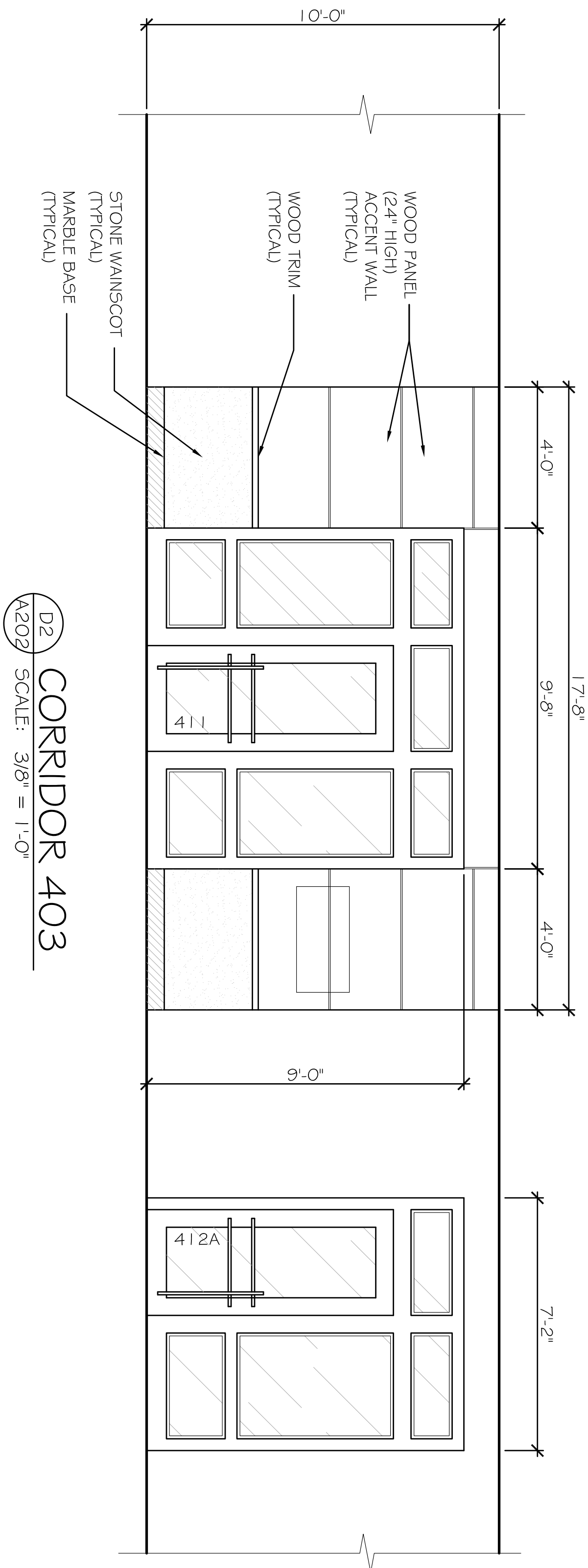
OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

PROJECT TITLE
SHEET TITLE

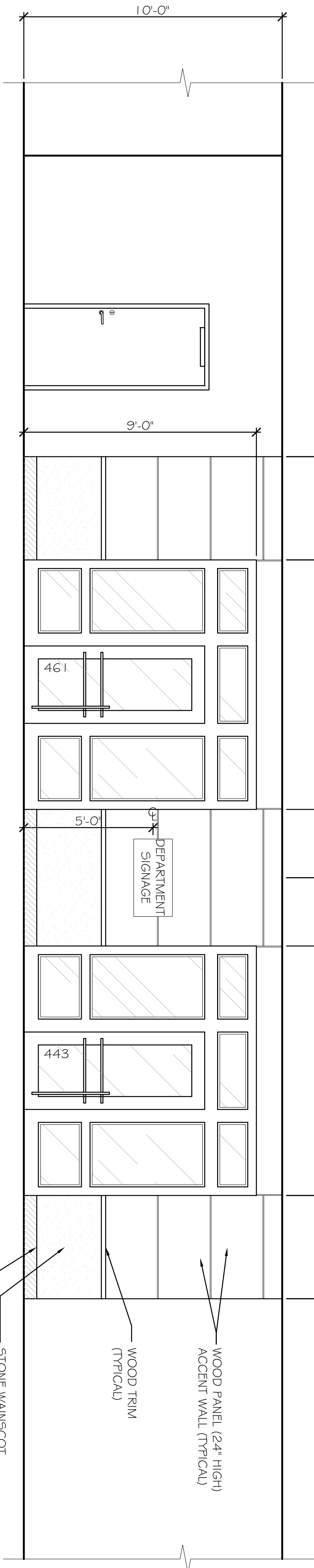
INTERIOR ELEVATIONS

DWG:	ELEVATION
DATE:	14 MAR 2019

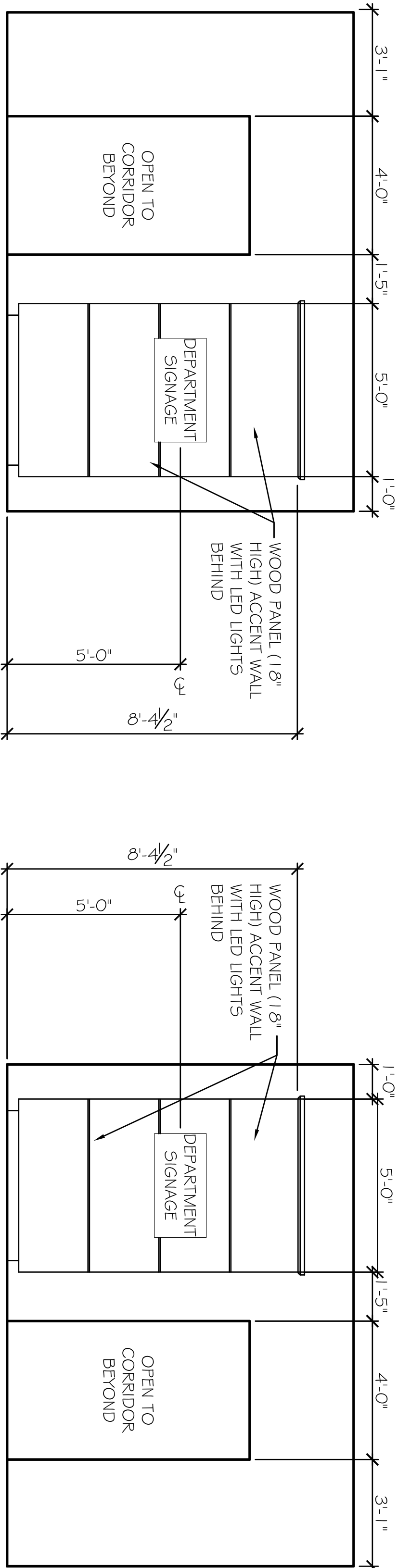
SHEET NO.



D2
A202
CORRIDOR 403
SCALE: 3/8" = 1'-0"



C2
A202 CORRIDOR 406
SCALE: 3/8" = 1'-0"



LOBBY 461
SCALE: 3/8" = 1'-0"

A202

R E V I S I O N S					
	REV	DATE	BY	APP	DESCRIPTION

THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF SHERER & ASSOCIATES, LLC. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY PROHIBITED



Sherer & Associates
1201 MAIN STREET
SUITE 1980
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

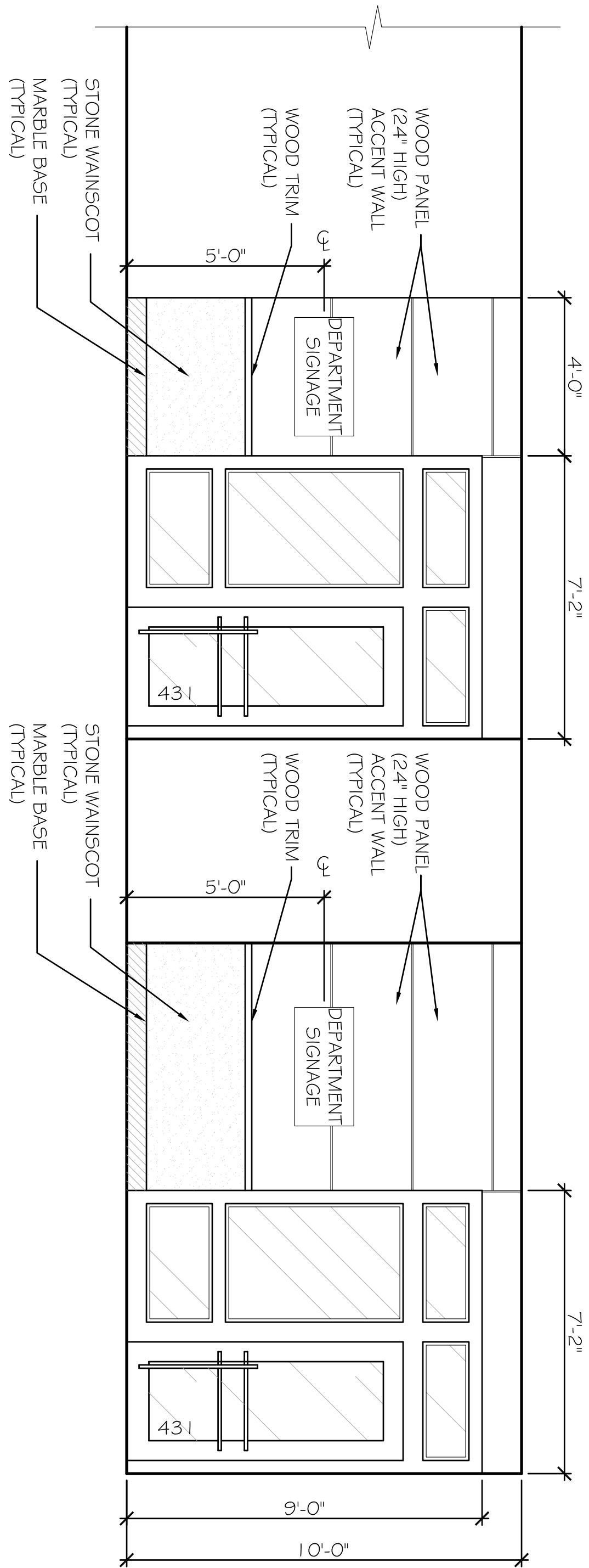
PROJECT NO:	19P011
DRAWN BY:	KS
DESIGNED BY:	DS
CHECKED BY:	DS

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

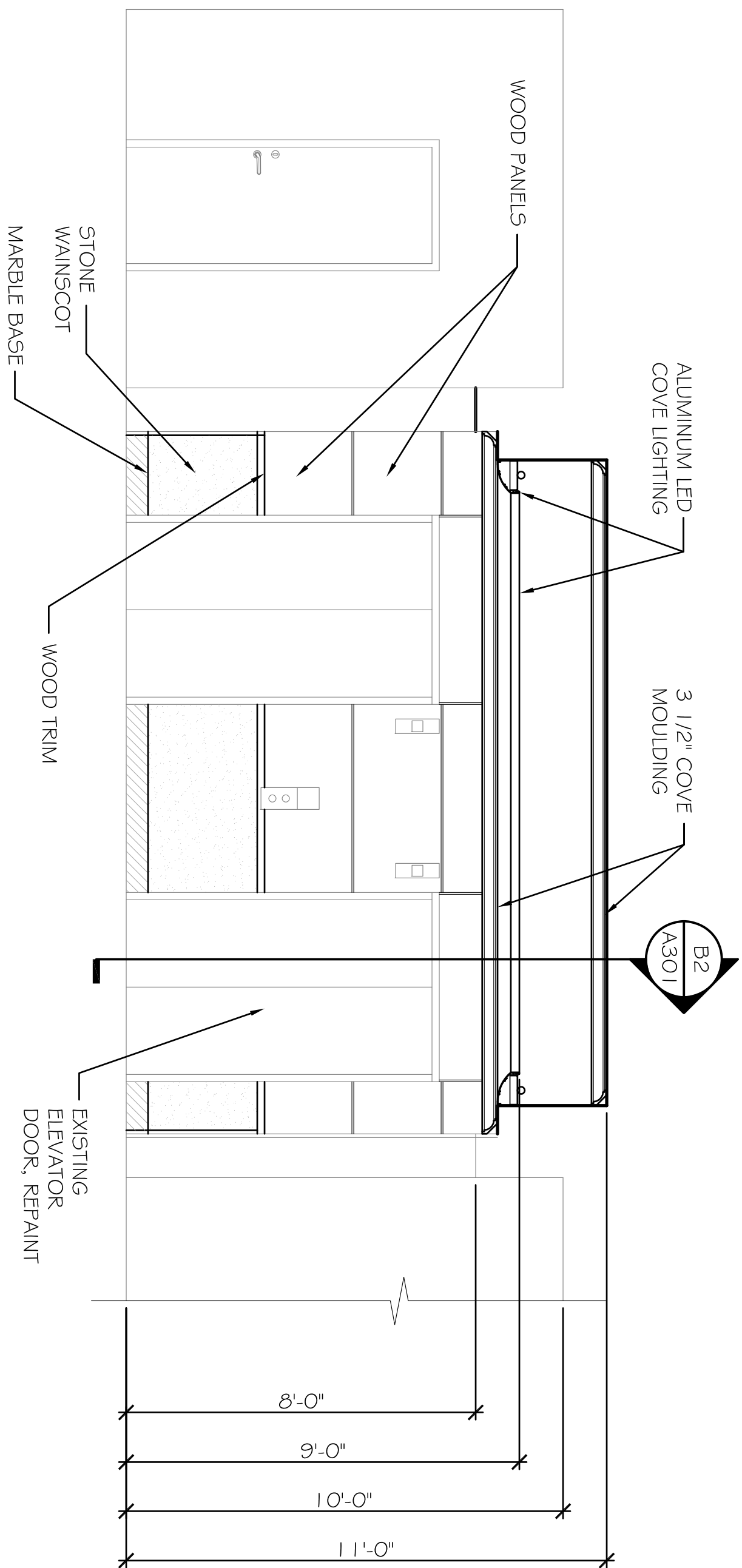
PROJECT TITLE
SHEET TITLE

INTERIOR ELEVATIONS

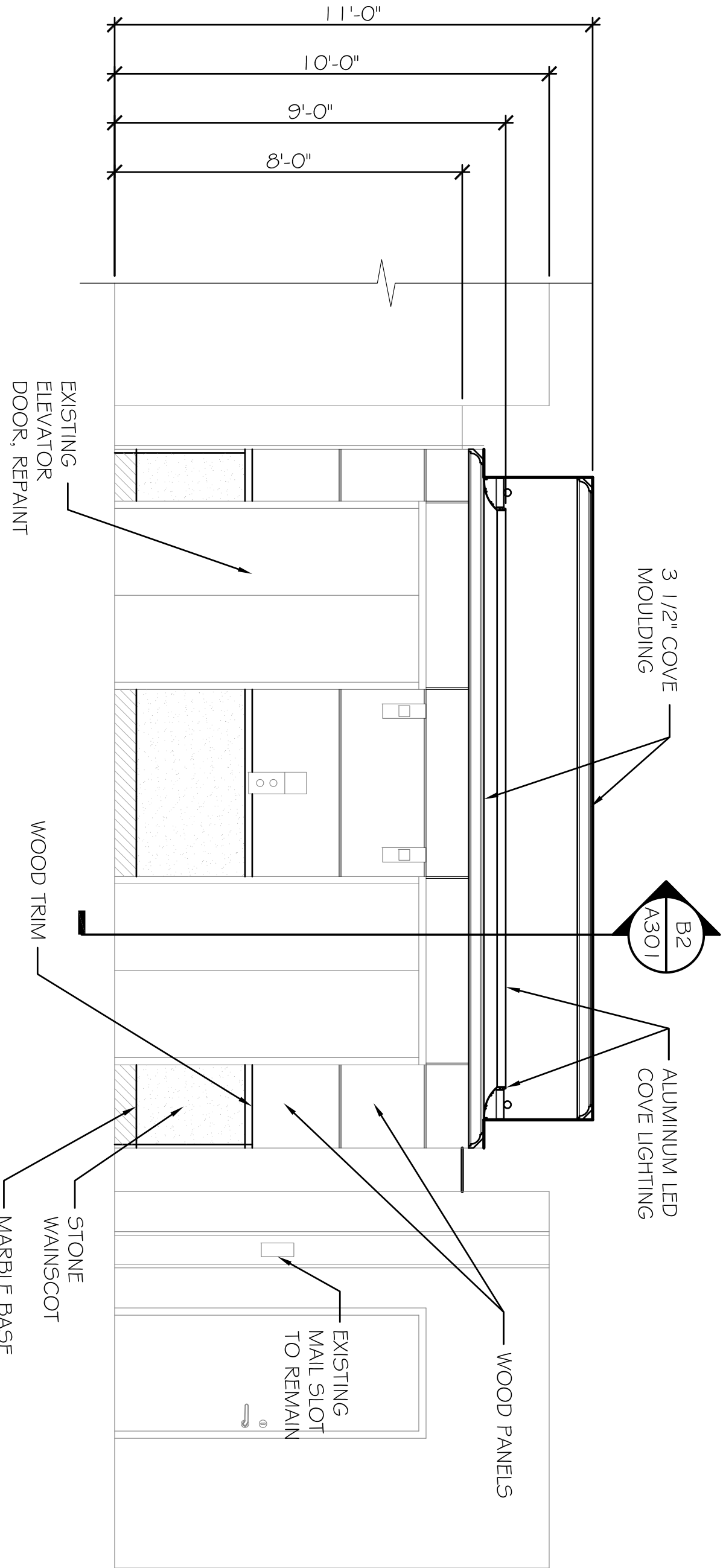
DWG:	ELEVATION
DATE:	14 MAR 2019



D1 CORRIDOR 407
A203 SCALE: 3/8" = 1'-0"



D3 ELEVATOR LOBBY 401
A203 SCALE: 3/8" = 1'-0"



B3 ELEVATOR LOBBY 401
A203 SCALE: 3/8" = 1'-0"

90% DESIGN SET

A203

SHEET NO.

DWG: ELEVATION
DATE: 14 MAR 2019

INTERIOR ELEVATIONS

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

PROJECT TITLE
SHEET TITLE

DRAWN BY: KS
DESIGNED BY: DS
CHECKED BY: DS

PROJECT NO: 19F011
www.shererarch.com

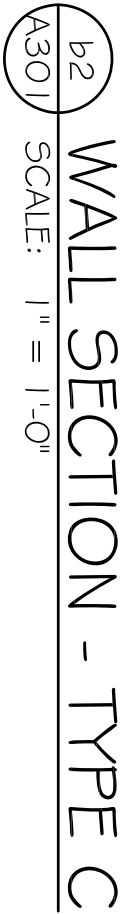
Sherer & Associates

1201 MAIN STREET
Columbia, SC 29201
Phone: 803.748.1345



THIS DRAWING AND THE DESIGN INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF SHERER & ASSOCIATES, LLC. THE REPRODUCTION, THIS DRAWING WITHOUT WRITTEN CONSENT BY SHERER & ASSOCIATES, LLC IS PROHIBITED.

REV	DATE	BY	APP	DESCRIPTION



WALL SECTION - TYPE B
SCALE: 1" = 1'-0"

B4
A301

WALL SECTION - TYPE A

SCALE: 1" = 1'-0"

90% DESIGN SET

[illegible]

THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF SHERR & ASSOCIATES, LLC. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY PROHIBITED.



Sherer & Associates
1201 MAIN STREET
SUITE 1980
Columbia, SC 29201
Phone: 803.748.1345
www.shererarch.com

PROJECT NO: 19P011

DRAWN BY:	D5
DESIGNED BY:	D5
CHECKED BY:	D5

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

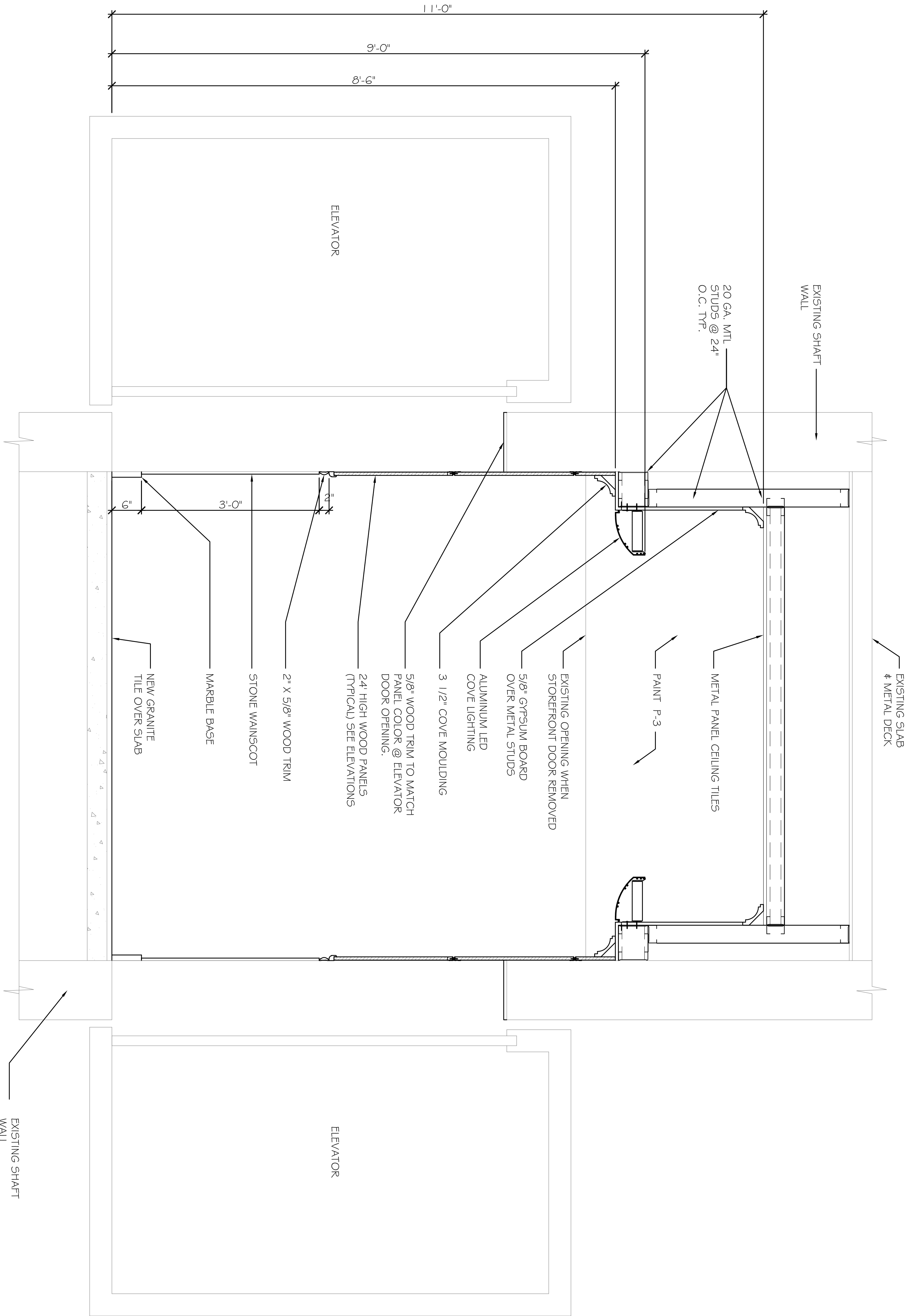
PROJECT TITLE
SHEET TITLE

SECTIONS

DWG:	SECTION
DATE:	14 MAR 2019

SHEET NO.

A301



B2 LOBBY SECTION
A302 SCALE: 1" = 1'-0"

90% DESIGN SET

A302

SHEET NO.

DWG: SECTION
DATE: 14 MAR 2019

SECTIONS

PROJECT TITLE
SHEET TITLE

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

PROJECT NO.: 19F011

DRAWN BY: NS

DESIGNED BY: DS

CHECKED BY: DS

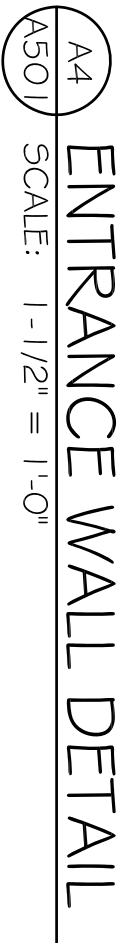
www.shererarch.com

Sherer & Associates
1201 MAIN STREET
Columbia, SC 29201
Phone: 803.748.1345

THIS DRAWING AND THE DESIGN INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF SHERER & ASSOCIATES, LLC. THE REPRODUCTION, COPIING, OR DISTRIBUTION OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY FORBIDDEN.



REVISIONS
REV DATE BY APP DESCRIPTION



90% DESIGN SET



THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF SHERER & ASSOCIATES, LLC. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY PROHIBITED.

Phone: 803.748.1345
www.shererarch.com

DESIGNED BY: DS

OB
DI

UF
CC
AIN
FLC
A, S

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

PROJECT TITLE
SHEET TITLE

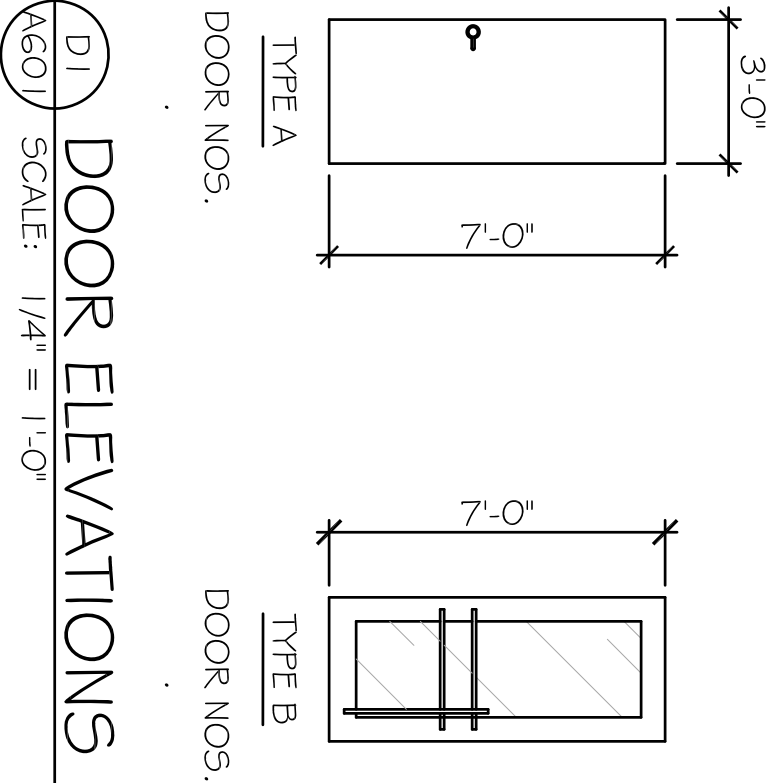
DWG:	TYPE OF DWG
DATE:	14 MAR 2019

SHEET NO.

A501

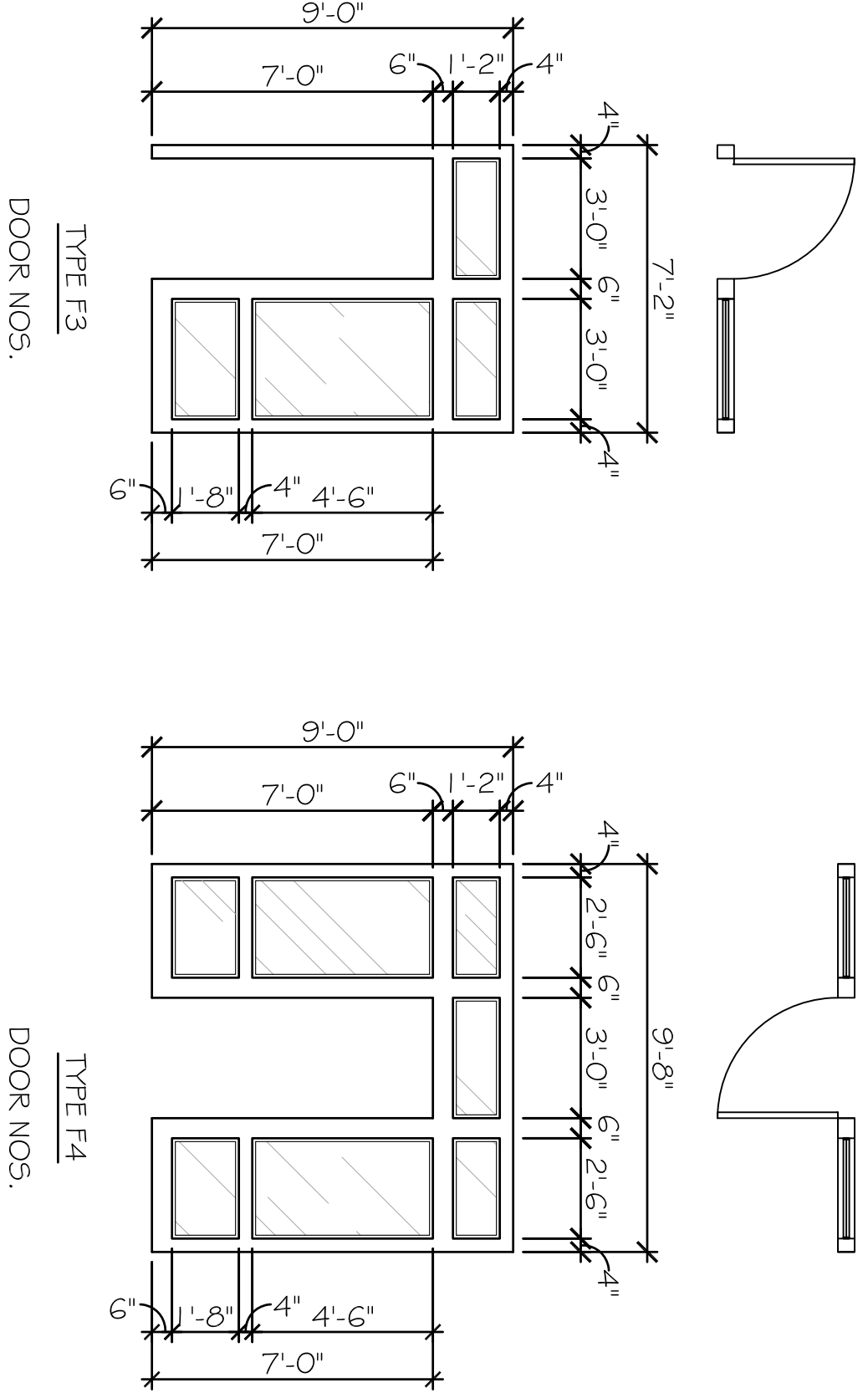


PROJECT NO.: 197011 DRAWN BY: NS CHECKED BY: DS DESIGNED BY: DS PROJECT TITLE SHEET TITLE DOOR DETAILS DWG: DETAILS DATE: 14 MAR 2019										OFFICE UPFIT FOR CITY OF COLUMBIA 1401 MAIN STREET 4TH FLOOR COLUMBIA, SC 29201 PROJECT NO.: 197011 DRAWN BY: NS CHECKED BY: DS DESIGNED BY: DS PROJECT TITLE SHEET TITLE DOOR DETAILS DWG: DETAILS DATE: 14 MAR 2019										Sherrin & Associates 1201 MAIN STREET SUITE 1980 COLUMBIA, SC 29201 Phone: 803.746.1345 www.sherrin.com PROJECT NO.: 197011 DRAWN BY: NS CHECKED BY: DS DESIGNED BY: DS PROJECT TITLE SHEET TITLE DOOR DETAILS DWG: DETAILS DATE: 14 MAR 2019										 Sherrin & Associates 1201 MAIN STREET SUITE 1980 COLUMBIA, SC 29201 Phone: 803.746.1345 www.sherrin.com PROJECT NO.: 197011 DRAWN BY: NS CHECKED BY: DS DESIGNED BY: DS PROJECT TITLE SHEET TITLE DOOR DETAILS DWG: DETAILS DATE: 14 MAR 2019										THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF SHERRIN & ASSOCIATES, LLC. THE REPRODUCTION, COPIING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY PROHIBITED. PROJECT NO.: 197011 DRAWN BY: NS CHECKED BY: DS DESIGNED BY: DS PROJECT TITLE SHEET TITLE DOOR DETAILS DWG: DETAILS DATE: 14 MAR 2019										REVISIONS <table><thead><tr><th>REV</th><th>DATE</th><th>BY</th><th>APP</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td></td></tr></tbody></table>										REV	DATE	BY	APP	DESCRIPTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
REV	DATE	BY	APP	DESCRIPTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													



D1 DOOR ELEVATIONS

AG01 SCALE: 1/4" = 1'-0"



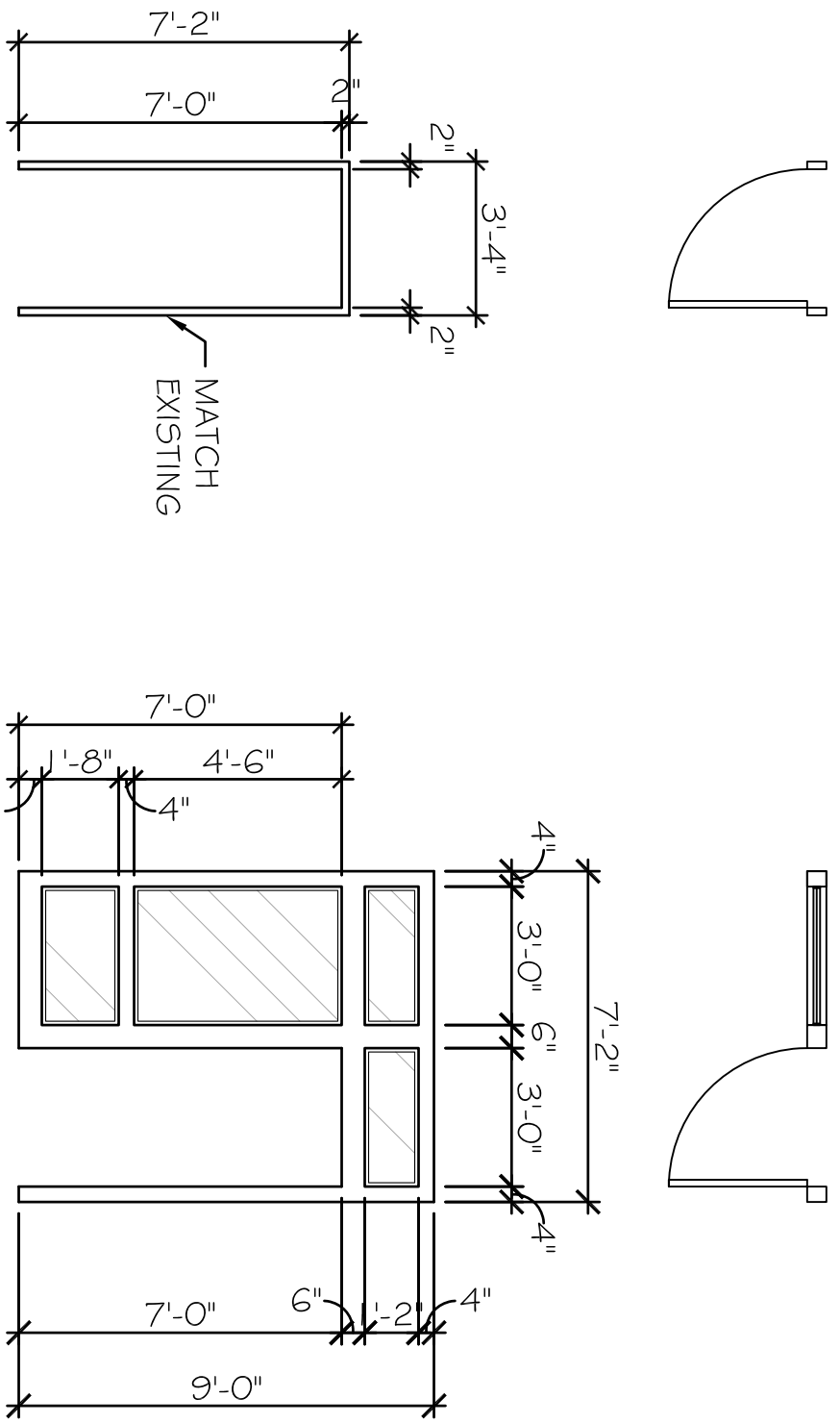
TYPE F3

DOOR NOS.

TYPE F4

DOOR NOS.

411, 443, 461



TYPE F1

DOOR NOS.

TYPE F2

DOOR NOS.

412A

A1 DOOR FRAME TYPES

AG01 SCALE: 1/4" = 1'-0"

DOOR SCHEDULE

DOOR NUMBER	DOOR				TYPE	HEAD	JAMB	THRESHOLD	OTHER	COMMENTS	DOOR NUMBER
	TYPE	W	H	T							
408A	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	408A
408B	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	408B
409	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	409
410A	B	3'-0"	7'-0"	1'-3/4"	SCW	F3			.	.	410A
410B	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	410B
411	B	3'-0"	7'-0"	1'-3/4"	SCW	F4			.	.	411
412A	B	3'-0"	7'-0"	1'-3/4"	SCW	F2			.	.	412A
412B	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	412B
414	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	414
415	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	415
416	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	416
417	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	417
418	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	418
419	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	419
420	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	420
421	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	421
422	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	422
423	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	423
424	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	424
425	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	425
426	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	426
427	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	427
428	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	428
430	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	430
431	B	3'-0"	7'-0"	1'-3/4"	SCW	F3			.	.	431
434	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	434
435	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	435
436	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	436
437	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	437
438	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	438
440	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	440
441	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	441
442	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	442
443	B	3'-0"	7'-0"	1'-3/4"	SCW	F4			.	.	443
444	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	444
445	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	445
446	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	446
447	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	447
449	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	449
450	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	450
451	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	451
452	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	452
454	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	454
455	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	455
456	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	456
457	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	457
458	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	458
459	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	459
460	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	460
461	B	3'-0"	7'-0"	1'-3/4"	SCW	F4			.	.	461
462A	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	462A
462B	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	462B
463	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	463
465	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	465
466	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	466
467	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	467
468	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	468
469	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	469
470	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	470
471	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	471
472	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	472
473	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	473
474	A	EX	EX	EX	EX	F1	D4/A506	CA/A506	--	.	474
475	A	EX	EX	EX	EX	F1	D4/A506	CA/A506	--	.	475
476	A	EX	EX	EX	EX	F1	D4/A506	CA/A506	--	.	476
477	A	EX	EX	EX	EX	F1	D4/A506	CA/A506	--	.	477
478	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	478
479	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	479
480	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	480
481	A	3'-0"	7'-0"	1'-3/4"	SCW	F1	D4/A506	CA/A506	--	.	481

DOOR NOTES:

1. HARDWARE AND THRESHOLDS SHALL MEET A.D.A. REQUIREMENTS.
2. COORDINATE KEYING REQUIREMENTS WITH OWNER/TENANT.
3. EGRESS DOORS TO HAVE PANIC HARDWARE.
4. ALL HARDWARE TO BE AS SPECIFIED BY OWNER/TENANT AND PART OF CONTRACT.
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO MANUFACTURING AND/OR FABRICATION OF DOOR UNITS.
6. ALL INTERIOR DOORS SHALL MATCH EXISTING DOOR TO REMAIN. NATURAL CHERY MARSHFIELD DOOR SYSTEMS. 800.869.3667. [HTTP://WWW.MARSHFIELDDOORS.COM](http://www.marshfielddoors.com).
7. ALL INTERIOR DOORS TO RECEIVE GLAZING SHALL BE TEMPERED GLASS.
8. ALL DOORS ARE NON-FIRE RATED UNLESS NOTED IN COMMENTS.

LEGEND:

- TG TEMPERED GLASS
- WD WOOD DOOR
- SCW SOLID CORE WOOD DOOR
- HMI HOLLOW METAL TO MATCH EXISTING

COMMENTS:

.

90% DESIGN SET

SHEET NO.

AG01

DWG. SCHEDULE
DATE: 14 MAR 20 9

DOOR SCHEDULE,
FRAMES ELEVATIONS
DOOR ELEVATIONS

PROJECT TITLE

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

DRAWN BY: NS

DESIGNED BY: DS

CHECKED BY: DS

PROJECT NO.: 190111

www.shoetworth.com

Phone: 803.748.1345

1201 MAIN STREET

Columbia, SC 29201

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

Shoetworth & Associates

Architects

1201 MAIN STREET

Columbia, SC 29201

Phone: 803.748.1345

www.shoetworth.com

FINISH MATERIAL SCHEDULE								
FINISH CODE	MATERIAL	MANUFACTURER	STYLE/PATTERN	COLOR	SIZE	LOCATION	REMARKS	CONTACT NAME/PHONE/EMAIL
P-1	PAINT	SHERWIN WILLIAMS	EGGSHELL	NATURAL CHOICE - SW7011		.	STANDARD OFFICE PARTITIONS	.
P-2	PAINT	SHERWIN WILLIAMS	GLOSS	ANEW GRAY - SW7030		.	STANDARD OFFICE DOORS & FRAMES	.
P-3	PAINT	SHERWIN WILLIAMS	EGGSHELL	TO BE SELECTED		.	LOBBY & CORRIDOR - PUBLIC AREAS	.
P-4	PAINT	SHERWIN WILLIAMS	GLOSS	TO BE SELECTED		.	LOBBY & CORRIDOR - PUBLIC AREA - DOORS & FRAMES	.
WP-1	WOOD PANELS	ARMSTRONG	WOODWORKS	EKOS				
CPT-1	CARPET	MOHAWK	BENDING EARTH II COLLECTION	TO BE SELECTED	24" X 24"	.	BT3114 LATERAL SURFACE TILE - TYPICAL OFFICE	.
CPT-2	CARPET	MOHAWK	PARKWAY II, BRICK ASHLAR INSTALLATION	COLOR 546		.	PUBLIC ACCENT CORRIDORS	.
CPT-3	CARPET	MOHAWK	.	.		.	.	.
LVT-1	LUXURY VINYL FLOORING	ARMSTRONG	TRAVERTINE	MISTY DAY	12" X 24"	BREAK ROOM / STORAGE AREAS	TO BE SELECTED	.
GT-1	GRANITE FLOOR TILE				24" X 24"	ELEVATOR LOBBY	TO BE SELECTED	.
GT-2	GRANITE FLOOR TILE ACCENT				12" X 12"	ELEVATOR LOBBY	TO BE SELECTED	
WB-1	VINYL WALL BASE	ROPPE	PINNACLE	#100 BLACK	4" STANDARD TOE	.	PROVIDE INSIDE AND OUTSIDE TRIMS	.
TS-1	TRANSITION STRIPS	ROPPE	.	#100 BLACK	STANDARD	.	AT ALL FLOORING CHANGES	.
HT-1	HARD TILE	.	.	.		.	ELEVATOR LOBBY FLOOR & WALL TRIM @ BASE & ELEVATOR JAMBS	.
CLG-1	ACOUSTICAL CEILING TILE	MATCH EXISTING	MATCH EXISTING	MATCH EXISTING	MATCH EXISTING	.	OFFICE AREAS	.
CLG-2	ACOUSTICAL CEILING TILE	.	.	WHITE	24"x24" WITH TEGULAR EDGE	.	PUBLIC CORRIDORS	.
CLG-3	ACCENT RAISED CEILING	.	.	.	.	.	ELEVATOR LOBBY RAISED WITH COVE LIGHTING	.
PL-1	LAMINATE	.	.	.		.	WORK AREAS IN OFFICE AREAS	.
SS-1	SOLID SURFACE	.	.	.		.	ALL WORK COUNTERS IN PUBLIC AREAS & BREAK ROOM	.
SG-1	SIGNAGE	.	.	.				
FINISH SCHEDULE NOTES: 1. ALL GWB TO RECEIVE LEVEL 4 FINISH. 2. PROVIDE MOISTURE RESISTANT GWB @ ALL WET WALLS NOT TO RECEIVE WALL TILE. 3. PROVIDE MOISTURE RESISTANT GWB @ ALL WET CEILINGS, PAINT P-2. 4. HOLLOW METAL FRAMES TO BE PAINT P-3. 5. ALL PAINT GRADE DOORS TO BE PAINTED P-3. 6. GWB CEILINGS TO BE PAINTED P-2. 7. VERTICAL SOFFIT WALLS TO BE PAINTED P-1. 8. VERIFY FINAL COLOR AND MATERIAL SELECTIONS WITH ARCHITECT. 9. BLINDS ON EXTERIOR WINDOWS TO BE PROVIDED BY TENANT AND INSTALLED BY CONTRACTOR. 10. SUBMIT SUBSTITUTES TO ARCHITECT AT LEAST 10 DAYS BEFORE BID DATE FOR APPROVAL.								



90% DESIGN SET

A611

PROJECT NO: 19FO11

DRAWN BY: NS

DESIGNED BY: DS

CHECKED BY: DS

www.sherwin.com

Phone: 803.748.1345

1201 MAIN STREET
Columbia, SC 29201

Architects

Sherer & Associates

1201 MAIN STREET
Columbia, SC 29201

OFFICE UPFIT FOR
CITY OF COLUMBIA
1401 MAIN STREET
4TH FLOOR
COLUMBIA, SC 29201

FINISH MATERIAL
SCHEDULE

DWG: SCHEDULE

DATE: 14 MAR 2019

SHEET NO.

REV

DATE

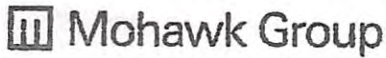
BY

APP

DESCRIPTION

THIS DRAWING AND THE DESIGN FROM HEREON ARE THE PROPERTY OF SHERER & ASSOCIATES, LLC, THE REPRODUCTION, TRANSMISSION, OR DISTRIBUTION OF THIS DRAWING WITHOUT WRITTEN CONSENT OF SHERER & ASSOCIATES IS PROHIBITED.

Exhibit "B"



Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group

**DESIGN**

Product Type:	Tile
Construction:	Tufted
Minimum Sq. Yd.:	No Minimum
Surface Texture:	Level Multi Colored Patterned Loop
Gauge:	1/12 (47.00 rows per 10 cm)
Density:	4,675
Weight Density:	93,500
Stitches Per Inch:	11.5 (45.28 per 10 cm)
Finished Pile Thickness:	.154" (3.91 mm)
Dye Method:	Solution Dyed / Yarn Dyed
Backing Material:	EcoFlex ICT
Fiber Type:	Antron® Legacy Nylon
Fiber Technology:	Duracolor® Stain Resistant System by Mohawk Group. Passes GSA requirements for permanent stain resistant carpet
Face Weight:	20.0 oz. per sq. yd. (678 g/m ²)
Pattern Repeat:	Not Applicable
Size:	24" x 24" (.6096 m x .6096 m)
Installation Method:	Monolithic, Vertical Ashlar, Brick Ashlar, Quarter Turn
Soil Release Technology:	DuraTech®
GSA Stain Release Rating:	Pass
Foot Traffic Recommendation TARR:	Severe

SUSTAINABILITY

IAQ Green Label Plus:	Green Label Plus 1098
Pre-Consumer Recycled Content:	41%
NSF 140:	Gold
Declare Label:	Declared

PERFORMANCE

Static:	AATCC 134 Under 3.5 KV
Flammability:	Passes DOC-FF-1-70 Pill Test
Smoke Density:	NBS Smoke Chamber NFPA-258 - Less than 450 Flaming Mode

SERVICE

Warranties:	Lifetime Limited Carpet Tile Warranty, Lifetime Static
-------------	--

114
Organic Moire116
Antiquity138
Remnants201
Alluring Origins217
Lasting Impression218
Foundation224
Contemporary
History231
Industrial Patina236
Traces

MOHAWKGROUP.COM | CONTACT US: 800.554.6637 | TECH SERVICES: 800.833.6954



Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group



334
Vestiges



344
Natural Perfection



346
Artifact



356
Relics



512
Rubble



537
Cherished Ruins



548
Preserved

MOHAWKGROUP.COM | CONTACT US: 800.554.6637 | TECH SERVICES: 800.833.6954

EXHIBIT C

a. **Special Termination Option.** Tenant shall have the option (the Special Termination Option) to terminate this Lease, subject to and in accordance with the following terms and conditions:

1. **Effective Date.** Tenant shall have the right to exercise the Special Termination Option one time after month seventy-two (72) from the Commencement Date of the Lease.

2. **Termination Date and Termination Notice.** Tenant must vacate the Premises and deliver possession thereof to Landlord at the end of the seventy-second month (the Termination Date) which Tenant's notice shall not be more than three hundred and sixty five (365) days nor less than two hundred seventy (270) days after the date that Landlord receives Tenant's Notice (Termination Notice);

3. **No Default.** Tenant must not be in default under this Lease either on the date that Tenant exercises the Special Termination Option or, unless waived in writing by Landlord, on the Termination Date; and

4. **Tenant Pays a Fee.** Tenant shall pay to Landlord:

(i) Five Hundred Thirty-five Thousand and No/100 (\$535,000.00) Dollars;

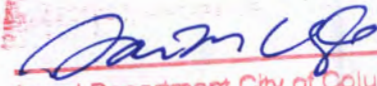
(ii) An amount equal to thirty (30%) percent of the costs of tenant improvement as shown on Exhibit "A" (see attached).

Tenant, or Tenant's authorized representative, shall pay the Special Termination Fee to Landlord concurrently with the delivery by Tenant, or its authorized representative, to Landlord of Tenant's Notice.

b. **Lease Terminates.** If Tenant properly and timely exercises the Special Termination Option, this Lease shall be terminated effective as of the Termination Date, and all Base Rent, Additional Rent and other charges payable under this Lease shall be paid through and apportioned as of the Termination Date. Neither Landlord nor Tenant shall have any rights, estates, liabilities, or obligations accruing under this Lease after the Termination Date, except such rights and obligations which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease.

c. **Termination Option Is Voided.** The Special Termination Option shall automatically terminate and become null and void upon the earliest to occur of 1) the termination of Tenant's right to possession of the Premises; 2) the assignment of this Lease by Tenant, in whole or in part; 3) the sublease by Tenant of all or any part of the Premises; or 4) the failure of Tenant to timely or properly exercise the Special Termination Option.

APPROVED AS TO FORM


Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-028 Authorizing the City Manager to execute any documents as approved by the City Attorney necessary to make repairs to or rebuild certain properties affected by the 2015 flood through implementation of the CDBG-DR Action Plan Programs of Columbia Housing Assistance Program (CHAP), Minor Repair Program (MRP) and Small Rental Repair Program (SRRP)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2019-028 CDBG-DR Grant-Flood Properties (PDF)

RESOLUTON NO.: R-2019-028

Authorizing the City Manager to execute any documents as approved by the City Attorney necessary to make repairs to or rebuild certain properties affected by the 2015 flood through implementation of the CDBG-DR Action Plan Programs of Columbia Housing Assistance Program (CHAP), Minor Repair Program (MRP) and Small Rental Repair Program (SRRP)

WHEREAS, in January 2017, the Department of Housing and Urban Development (HUD) approved the City's initial Community Development Block Grant Action Plan for Disaster Recovery (CDBG-DR) funding; and,

WHEREAS, in order to aid residents impacted by the 2015 Severe Storms and Flood (the Disaster) with CDBG-DR Disaster Recovery funds, the City established six programs, three programs of which address residential housing repairs and rehabilitation and are included as part of this resolution as:

1. Columbia Homeowner Assistance Program (CHAP) will provide up to One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars for rehabilitation, repair, or reconstruction of owner-occupied households with damages directly related to the October 2015 disaster and with unmet needs exceeding Twenty-five Thousand and No/100 (\$25,000.00) Dollars; and,
2. Minor Repair Program (MRP) assists owner-occupied households that sustained minor damages as a result of the October 2015 disaster with unmet needs up to Twenty-five Thousand and No/100 (\$25,000.00) Dollars; and,
3. Small Rental Repair Program (SRRP) assists property owners who agree to rent at affordable rates in repairing and reconstructing storm damaged rental units as a result of the October 2015 disaster with unmet needs up to One Hundred Thousand and No/100 (\$100,000.00) Dollars; and,

WHEREAS, seventy (70%) percent of CDBG-DR Program funds must benefit Low or Moderate Income (LMI) households; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the following is hereby adopted in order for the City Manager to execute any grant agreement documents, on forms to be approved by the City Attorney, for recipients approved for assistance for properties receiving CDBG-DR funding per guidelines of the CHAP, MRP and SRRP described in this resolution and included in the City's Approved Action Plan:

1. Each Applicant meeting the eligibility criteria for the CDBG-DR program and making a complete and compliant application to the City to receive monies will be considered for assistance.
2. In awarding a grant and aid to the Recipient to rehabilitate the Property the City will rely on information about family income, residency, ownership, tenants, and funds received for rehabilitation from other sources (e.g., insurance proceeds) given by each Applicant who applies for benefits of the Program.
3. The City will enter into a Grant Agreement with the Applicant to commit the funds to repair the property.
4. Each Applicant for which a grant agreement is fully executed is deemed to be a Grant Recipient.
5. Following full execution of the Grant Agreement between the City and Grant Recipient, the Grant Recipient will sign an agreement with a contractor participating in the Program (the Contractor) for the rehabilitation of the Property (referred to as the Construction Contract).

BE IT FURTHER RESOLVED that the amount of funds to be expended on each location will be based on funding guidelines and calculations specific to each site but shall not exceed the program specific threshold, including all change orders; and,

BE IT FURTHER RESOLVED that as required, the City shall provide quarterly spending reports to HUD and City Council and post the same information on the City's CDBG-DR Website.

Requested by:

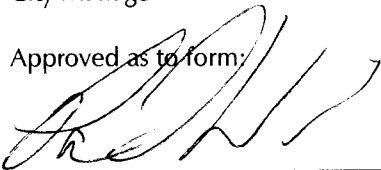
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-029 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Claudia E. Dupree, 3408 Keenan Dr., TMS# 09111-02-03)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2019-029 flood acquisition program - 3408 Kennan Dr (PDF)

RESOLUTION NO.: R-2019-029

Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute any documents necessary and approved by the City Attorney, to consummate the purchase of the properties on the attached list affected by the 2015 flood through the Property Acquisition Program.

(Funding Source: Federal Emergency Management Administration's Hazard Mitigation Grant Program (FEMA HMGP) and Housing and Urban Development's Community Development Block Grant Disaster Recovery (HUD CDBG-DR)

Requested by:

Assistant City Manager Palen

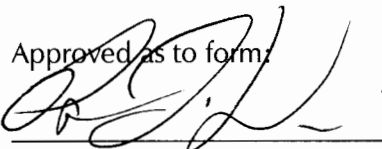
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
RESOLUTION NO.: R-2019-029

<u>Property Owner</u>	<u>Property Address</u>	<u>Tax Map Number</u>	<u>Consideration</u>
Claudia E. Dupree	3408 Keenan Dr.	TMS# 09111-02-03	\$95,029.96



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-030 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Patrick M. Johnson, 1006 California Avenue, TMS #13710-03-06)

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-030 flood acquisition program - 1006 California Ave (PDF)

RESOLUTION NO.: R-2019-030

*Authorizing the City Manager to execute any documents necessary to purchase
Certain properties affected by the 2015 flood through the Property Acquisition Program*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute any documents necessary and approved by the City Attorney, to consummate the purchase of any or all of the properties reflected on the attached list, which were affected by the 2015 flood through the Property Acquisition Program.

(Funding Source and the amounts paid thereunder will be determined on an individual basis and paid from the Federal Emergency Management Administration's Hazard Mitigation Grant Program (FEMA HMGP) and/or City Flood Recovery Program)

Requested by:

Assistant City Manager Palen

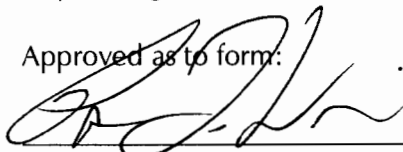
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
RESOLUTION NO.: R-2019-030

<u>Property Owner</u>	<u>Property Address</u>	<u>Tax Map Number</u>	<u>Consideration</u>
Patrick M. Johnson	1006 California Ave	TMS# 13710-03-06	\$117,825.00



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Food Policy Committee

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#c:** Food Policy Memo (DOCX)



We Are Columbia

TO: City Council

FROM: Ashley Jenkins, Office of the City Manager

DATE: March 13, 2019

SUBJECT: Food Policy Committee

Action: Council is asked to appoint four (4) individuals

District Representation:

- District 1 – 1
- District 2 – 2
- District 3 – 4
- District 4 – 2
- Outside City Limits – 3

District Representation of Applicants:

There are two (2) applications for consideration.

- District 1 – 1
- District 2 – 1
- District 3 – 0
- District 4 – 0
- Outside City Limits – 0

APPLICANTS**Amanda Edwards**

201 Blaine lane
Lexington, SC 29072

Environmental Health Manager
SCDHEC
2600 Bull Street
Columbia, SC 29201
District 2

John Andoh

2527 Marling Drive
Columbia, SC 29204

Executive Director
Central Midlands Regional Transit
Authority
3613 Lucius Road
Columbia, SC 29201
District 1



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Hospitality Tax Advisory Committee

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** Hospitality Memo (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins, Office of the City Manager

DATE: March 7, 2019

SUBJECT: Hospitality Tax Advisory Committee Appointments

Purpose: The Hospitality Tax Advisory Committee is tasked with reviewing applications for hospitality funding and making recommendations to Council for the disbursement of those funds.

Composition: The committee is composed of eleven (11) individuals serving two (2) year terms with eligibility for one (1) re-appointment. The committee consists of six (6) restaurateurs and five (5) at-large members.

Action: Council is asked to re-appoint/appoint five (5) At-Large representatives; and re-appoint/appoint six (6) Restaurateurs.

- Total applications received:

Restaurateur – 3
At-Large – 9

- Current District Representation is:

	Restaurateur	At-Large
District 1	1	1
District 2	1	2
District 3	2	1
District 4	1	2
Outside City Limits	0	1

- District Representation of Applicants is:

	Restaurateur	At-Large
District 1	0	3
District 2	1	2
District 3	1	2
District 4	1	4
Outside City Limits	0	0

CURRENT MEMBERS**Restaurateurs****Orlando Patterson**

1850 Atlantic Dr. # 114
Columbia, SC 29210
District 2

Owner
The Alchemist Lounge
District 3

APPOINTED**STARTS****ENDS**

05/20/2014

04/05/2016

05/20/2014

06/01/2016

05/30/2016

05/30/2018

Chris Bryan Davis *eligible for reappointment*

1510 Wyndham Road
Columbia, SC 29205
District 4

Bar/Restaurant Owner
District 2

04/05/2016

05/01/2016

04/30/2018

Terry Davis-Term Expired

1520 Main Street # \$4C
Columbia, SC 29201
District 2

Owner
Thirsty Fellow
District 2

04/09/2013

03/17/2015

04/01/2013

05/01/2015

04/30/2015

05/30/2017

Jesse Franklin Bullard

147 Long Iron Ct.
West Columbia, SC 29172
Outside City Limits

Vice President
Southern Way Inc. (Catering)
District 3

04/09/2013

04/06/2016

04/01/2013

05/01/2016

04/30/2016

04/30/2018

James (Jimmy) Williams- Term Expired

3912 Overcreek Road
Columbia, SC 29206
Outside City Limits

Restaurant Owner
Lizard's Thicket
District 1

04/09/2013

03/17/2015

04/01/2013

05/01/2015

04/30/2015

05/30/2017

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Drew Hampton *eligible for <u>reappointment</u> 17 Retreat Lane Columbia, SC 29209 District 4 Restaurant Owner Grouchos/Eggs Up Grill	04/05/2016	05/01/2016	04/30/2018
At-Large Terrance Garrick – 2 terms served 2826 Ansel Street Columbia, SC 29204 District 2 Motivational Speaker	05/20/2014 04/05/2016	05/20/2014 06/01/2016	05/30/2016 05/30/2018
John Whitehead - Term Expired 2223 Gadsden St. Columbia, SC 29201 District 1 Columbia Music Festival Association	04/09/2013 03/17/2015	03/25/2009 04/19/2011 04/19/2013 04/01/2015 04/01/2015	02/01/2011 04/19/2013 04/01/2015 04/30/2017
Rosie Craig – 2 Terms served 807 Gervais Street Columbia, SC 29201 District 2 Property Owner 807 Gervais Street District 2 *mid term replacement*	11/19/2013 04/05/2016	04/01/2013 05/01/2016	04/30/2016 04/30/2018
William Cantey III - Term Expired 821 Albion Road Columbia, SC 29205 District 4 President Cantey and Company, Inc. Property Management Outside City Limits	04/09/2013 03/17/2015	04/01/2013 05/01/2015	04/30/2015 05/30/2017

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Scott Smith *eligible for reappointment 3726 Duncan Street Columbia, SC 29205 District 3 Assistant Professor University of South Carolina	04/05/2016	05/01/2016	04/30/2018

Applicants

Restaurateurs

Drew Hampton

17 Retreat Lane
Columbia, SC 29209
District 4

Owner
Groucho's Forest Drive
Egg's Up Grill
1717 Forest Drive
Columbia, SC 29206
Outside of City Limits

Chad Elsey

1317 Shirley St.
Columbia, SC 29205
District 3

Owner
Cantina 76/ Za's Brick Oven Pizza
1301 Main Street
Columbia, SC 29201

Robert Eugene Williams III

2614 Monroe Street
Columbia, SC 29205

Operations Manager
Lizards Thicket
1036 Market Street
Columbia, SC 29201
District 3

Chris Bryan Davis

1510 Wyndham Road
Columbia, SC 29205
District 4

Business Owner
Jake's Bar & Grill
2112 Devine St.
Columbia, SC 29205
District 2

Terry Davis

1520 Main Street #4C
Columbia, SC 29201
District 2

Owner
Thirsty Fellow
District 2

At-Large

Tiffany S. James

12 Arbor Vista Court
Columbia, SC 29229
Outside of City Limits

Community Outreach Coordinator
The COMET
3613 Lucius Rd.
Columbia, SC 29201
District 1

Stephen Proctor Stokes, Jr.

1016 Price Ave.
Columbia, SC 29201
District 4

Grant Coordinator
South Carolina Department of Education
1429 Senate Street
Columbia, SC 29201

Joshua Shelton

1113 Fairview Drive
Columbia, SC 29205
District 3

Finance- Financial Management Officer
U.S. Army
10,000 Hampton Parkway
Fort Jackson, SC 29207

Joseph Kendrick

321 Carpenter St.
West Columbia, SC 29169
District 2

Assistant Director
Columbia Music Festival Association (CMFA)
914 Pulaski St.
Columbia, SC 29201

Ashley Smith

831 Chester St.
Columbia, SC 29201
District 1

Sales
Adamas Pharma
1 Corporate Way
San Francisco, CA

Lajoia Broughton

2305 Rembert St.
Columbia, SC 29201
District 1

Director of External Communications
Retirement System Investment Commission
1201 Main Street
Columbia, SC 29201
District

John Whitehead

2223 Gadsden Street
Columbia, SC 29201
District 1

Executive Director
Columbia Music Festival Association

Matthew Bridges

2920 Stepp Drive
Columbia, SC 29204
District 3

Business Owner/Asst. Director Trademark
Licensing
USC
1600 Hampton Street
Columbia, SC 29208

Jon Shurett

1500 Brookview Road
Columbia, SC 29212

Outside City Limits

Network Engineer
University of South Carolina
701 Assembly St.
Columbia, SC 29108
District 2

Darrell Booker

6206 Merrill Road
Columbia, SC 29209

District 3

Economic Development
Senior Project Manager
Southern Carolina Alliance
1750 Jackson St.
Barnwell, SC 29812



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of one (1) Speed Hump on Bannockburn Drive, as requested by the Public Works Department.

PURPOSE: The Columbia Police Department and the Columbia Fire Department reviewed and approved this request.

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Bannockburn Dr Memo (PDF)
- **#b:** Bannockburn Dr Petition (PDF)
- **#c:** Bannockburn Dr Map (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Bannockburn Drive
DATE: February 18, 2019

In response to a petition from residents in the area of Bannockburn Drive, traffic volume/speed surveys were conducted relative to the need for additional traffic control measures.

Bannockburn Drive runs between Parkman Drive and St. Claire Drive, and is a two-lane residential street, owned by the S.C. Department of Transportation (SCDOT).

Residents have requested one speed hump as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed location. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval.

PETITION

We, The undersigned, Being the property owners on the 1700 Block of Bannockburn Drive and the 4200 block of Saint Claire Drive petition the City of Columbia to install a speed bumps on Bannockburn Drive and Saint Claire Drive to control the speeding of vehicles coming off East Buchanan Drive, Parkman Drive and Trenholm Drive.

Signature

Address

[Signature]

4250 St. Claire Dr.

[Signature]

" "

Wendy Karpzanski

1738 Bannockburn Dr.

[Signature]

4218 St Claire Dr

Miki Jonlein

1710 BANNOCKBURN DR

[Signature]

1601 Geneva Drive

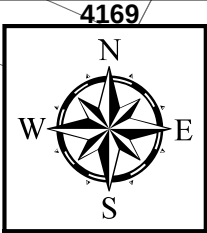
Page

ADDRESS

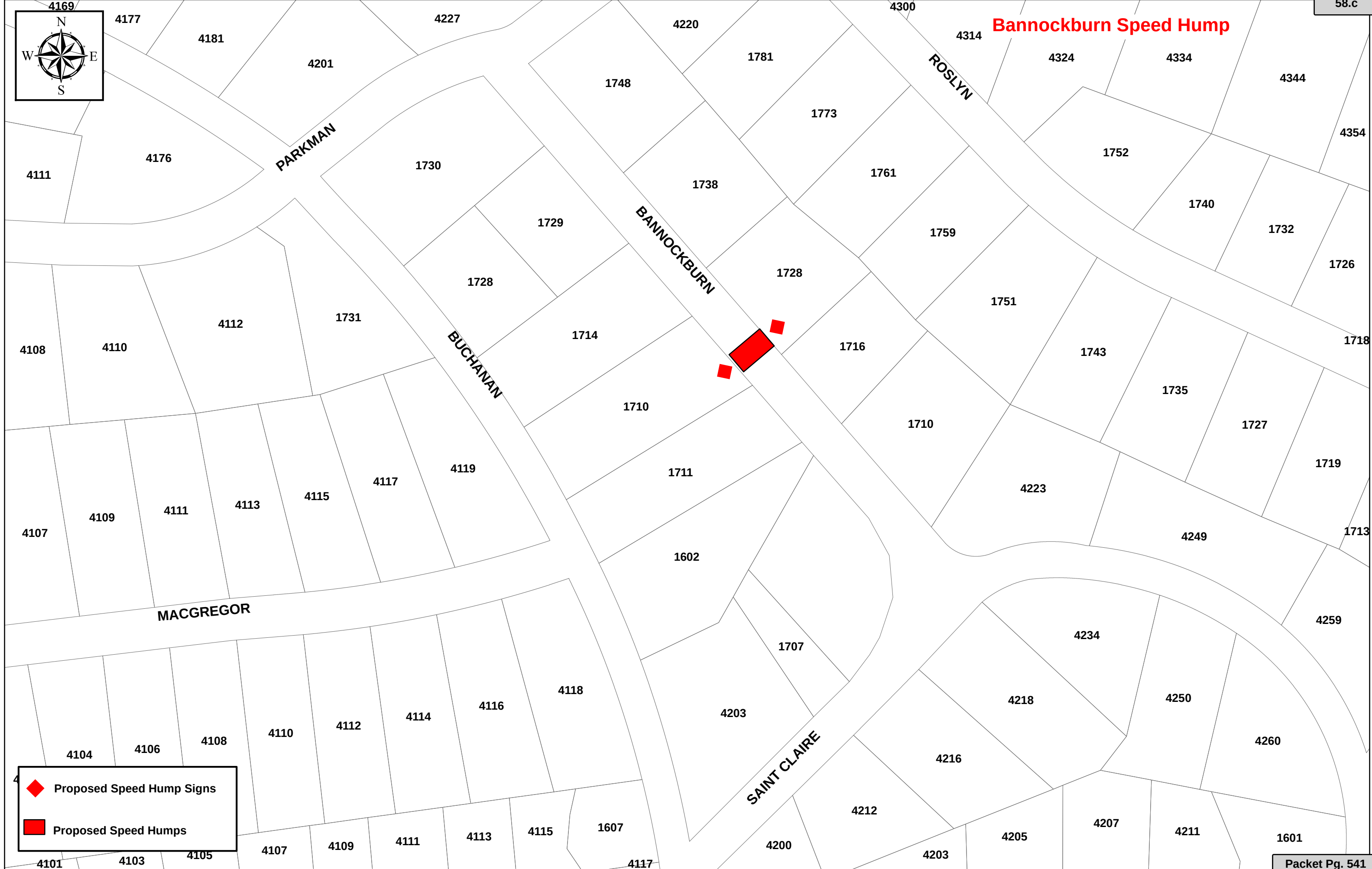
J. J. Jones1716 BARNHURST DR
COSCO 29206T. V. Jones4227 Parkman Dr.
29206C + M =4234 ST CLAIR DR
29206Anthony M.4218 SAINT CLAIRETeresa Van Blake4104 MacGregor Dr.ZACH HANBY4212 ST. CLAIRE DRBreann Hanby4212 St. ClaireLaura WentzkyErdeineM. L. T. Jones1729 Barnhurst Dr.Susan Moffitt1714 E Buchanan Dr.

ADDRESS:

Jason Chastain1707 Bannockburn Drive.Becky Sturm1711 Bannockburn DrSam JohnJim HERPST1728 Bannockburn DrivePeggy RobertPEGGY ROBERTSON1728 Bannockburn Drive



Bannockburn Speed Hump



 Proposed Speed Hump Signs

 Proposed Speed Humps



We Are Columbia

MEETING DATE: March 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Humanitarian Assistance Program - The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Foster a healthy quality of life