



Tuesday, March 4, 2014

6:00 PM

City Hall - Council Chambers

The City Council will conduct a Regular Meeting on Tuesday, March, 4, 2014 at 6:00 PM at City Hall - Council Chambers at 1737 Main Street, Columbia, SC 29201.

Call to Order

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Approval of Minutes (Requested by Erika Moore, City Clerk)

PRESENTATIONS

2. Columbia Firefighter Appreciation Month (Requested by Erika Moore, City Clerk)
3. Marvin Chernoff Day Proclamation (Requested by Erika Moore, City Clerk)
4. Bow Tie Day Proclamation (Requested by Erika Moore, City Clerk)
5. Run Hard Columbia Marathon (Requested by Erika Moore, City Clerk)

STAFF UPDATE / CITY COUNCIL DISCUSSION / PUBLIC INPUT

6. Bull Street Development (Columbia Common) and Multi-Use Entertainment Venue (Requested by Erika Moore, City Clerk)

CONSENT AGENDA

CONSIDERATION OF BIDS AND AGREEMENTS

7. Azteca Annual Cityworks Maintenance and Support (Requested by Sandra Wright, Purchasing)

Public Works Administration / Computer Equipment/Hardware 1011124 627500

Public Works Administration / Maintenance and Service Contract 1011124 638200

Forestry Horticulture /Maintenance and Service Contract 1011217 638200

Street/Streets & Sidewalk Rpr/Maintenance and Service Contract 1013201 638200

Traffic Operations/Maintenance and Service Contract 1013204 638200

Street-Storm Drains/Maintenance and Service Contract 5534203 638200

Streets Water & Sewer Rpr/Maintenance and Service Contract 5513202 638200

Solid Waste Street Sweeping/ Maintenance and Service Contract 5534408 638200

Customer Service/ Maintenance and Service Contract 5511407 638200

Utilities Wtr Maint. Cust Serv/ Maintenance and Service Contract 5516202 638200

Utilties Wastewater Maint./Maintenance and Service Contract 5516205 638200

8. Mobile Routers for Police Cars (Requested by Sandra Wright, Purchasing)

Capital Replacement/Computer Equipment/Hardware

6308972- 627500

9. Laptops, Vehicle Docks and Port Replicators for Patrol Cars (Requested by Sandra Wright, Purchasing)

Capital Replacement/Computer Equipment Hardware; 6308972-627500

10. Coban - Cameras for police cars (Requested by Sandra Wright, Purchasing)

Capital Replacement/Computer Equip Hardware

6308972-627500

11. Change Order #4 WM418202 (Requested by Joey Jaco, Utilities and Engineering)

Funding in the amount of \$137,300 is needed for this change order. \$30,940.00 will be provided through contingencies included in the contract and \$106,360.00 will be provided through project WM418202 water improvements fund.

12. Frazier Engineering Temporary Flow Monitoring - The Agreement will allow for additional temporary flow metering in the City's sewer system. The data from the temporary flow monitors will be used for future analysis of RDI/I removal following the sewer system rehabilitation. The Agreement includes twenty seven (27) monitors and ten (10) rain gauges for a base period of eight (8) weeks with the option to extend four (4) additional weeks. (Requested by Joey Jaco, Utilities and Engineering)

Staff has negotiated a fee totaling One Hundred Thirteen Thousand Three Hundred Dollars and No/100 (\$113,300.00) for the specified needs above with Frazier Engineering, P.A. a non-DBE firm located in Stanley, North Carolina. Funding for this Agreement will come from the Sanitary Sewer Operating Budget (5516205-SS708804-638505). Services to be performed will impact all City Council Districts.

13. Project CP107101 (Requested by Joey Jaco, Utilities and Engineering)

Capital Improvement of the Demolition of Virginia Pack Elementary School

14. Project #WM4300 Construction Along Lake View Circle and Fisher Mill Road (Requested by Joey Jaco, Utilities and Engineering)

Water Utility Improvement Service

15. SS7272 Improvements At Rickenbaker Road (Requested by Joey Jaco, Utilities and Engineering)
Capital Improvement Program Project To Correct Sewer Overflow
16. WM4309 Pavement Repairs Due to Water Main Breaks (Requested by Joey Jaco, Utilities and Engineering)
The purpose of this project consists of pavement removal, asphalt milling, flowable fill placement, asphalt surface, material testing, thermoplastic pavement markings and reflective pavement marker placement.
17. Rear Loader Garbage Trucks (Requested by Sandra Wright, Purchasing)
Capital Replacement- Autos, Truck, Heavy Equip. Capital
6308972 - 658500 \$ 332,078.00

RESOLUTIONS

18. RESOLUTION NO.: R-2014-021 Authorizing the City Manager and Interim Chief of Police to execute a Mutual Aid Agreement between the City of Columbia and City of Columbia Police Department and the City of North Myrtle Beach and the City of North Myrtle Beach Police Department (Requested by Shari Ardis, Legal)
N/A
19. RESOLUTION NO.: R-2014-022 Authorizing the City Manager to approve the extension of the closing date of the Contract to Purchase between the Columbia Development Corporation and Palmetto Preservation Corp. for the purchase of the Palmetto Compress and Warehouse Building located at 617 Devine Street, Richland County TMS # 08915-13-03 (Requested by Shari Ardis, Legal)
N/A
20. Resolution No.: R-2014-024 (Requested by Shari Ardis, Legal)
Fiscal Year 2013-2014
21. RESOLUTION NO.: 2013-112 (Requested by Shari Ardis, Legal)
No impact

ORDINANCES - SECOND READING

22. Ordinance No.: 2014-015 (Amended) (Requested by Shari Ardis, Legal)
No impact

ORDINANCES - FIRST READING

23. Ordinance No.: 2014-019 (Requested by Shari Ardis, Legal)
No impact
24. Ordinance No.: 2014-020 (Requested by Shari Ardis, Legal)
No impact

25. ORDINANCE NO.: 2014-021 (Requested by Shari Ardis, Legal)
FY 2013-2014
26. ORDINANCE NO.: 2014-023 Authorizing the City Manager to execute a Fourth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02 (Requested by Shari Ardis, Legal)
N/A
27. ORDINANCE NO.: 2014-024 (Requested by Shari Ardis, Legal)
FY 2013-2014

APPOINTMENTS

28. Central Midlands Council of Governments (Requested by Erika Moore, City Clerk)
No impact
29. Citizens Advisory Committee for Community Development (Requested by Erika Moore, City Clerk)
No impact
30. Columbia Tree and Appearance Commission (Requested by Erika Moore, City Clerk)
No impact
31. Riverbanks Park Commission (Requested by Erika Moore, City Clerk)
No impact

COMMITTEE REPORTS / REFERRALS

32. Committee Referral (Requested by Erika Moore, City Clerk)
No impact
33. Administrative Policy Committee Report (Requested by Erika Moore, City Clerk)
No impact
34. Arts and Historic Preservation Committee Report (Requested by Erika Moore, City Clerk)
No impact
35. Economic and Community Development Committee Report (Requested by Erika Moore, City Clerk)
No impact
36. Environment and Infrastructure Committee Report (Requested by Erika Moore, City Clerk)
No impact



City Council

PO Box 147

Columbia, SC 29217

Meeting: 03/04/14 06:00 PM

Department: City Clerk

Category: Approval of Minutes

Prepared By: Erika Moore

Initiator: Erika Moore

Sponsors:

SCHEDULED

~~APPROVAL OF MINUTES (ID # 1237)~~

~~DOC ID: 1237~~

Approval of Minutes

**CITY OF COLUMBIA CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
SEPTEMBER 11, 2013 – 6:15 P.M.
EAU CLAIRE PRINT BUILDING
3907 ENSOR AVENUE**



The Columbia City Council conducted a Special Called Meeting on Wednesday, September 11, 2013 at the Eau Claire Print Building located at 3907 Ensor Avenue, Columbia, South Carolina. The Honorable Stephen K. Benjamin called the meeting to order at 6:23 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plaugh, The Honorable Brian DeQuincey Newman, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

ORDINANCE – FIRST READING

Ordinance No.: 2013-111 – An Ordinance to Set a Special Election for Change of Form of Government Pursuant to a Petition for Referendum on November 5, 2013 - *Approved on first reading by a vote of four (4) to three (3). Voting aye were Mr. Runyan, Mr. Newman, Mr. Davis and Mayor Benjamin. Voting nay were Mr. Baddourah, Ms. Plaugh and Ms. Devine.*

Mr. Kenneth E. Gaines, Esq., City Attorney amended the title of Ordinance No.: 2013-111 as follows: An ordinance to set a special election on the Question of Changing the Form of Municipal Government from Council-Manager to Mayor-Council. He quoted the amended ordinance as follows:

Whereas, S.C. Code §5-5-20 authorizes Council by ordinance to call for a special election on the question of a change in the form of municipal government;

Be it ordained by the Mayor and Council of the City of Columbia this 11th day of September 2013, as follows:

Section 1. A special election shall be held on the 5th day of November, 2013 on the following question as set forth in S.C. Code Ann. §5-5-40:

Shall the municipality of the City of Columbia change its form of government from Council-Manager form to Mayor-Council form?

YES ☐

NO ☐

Those in favor of the question shall deposit a ballot with a check or cross mark in the square after the word 'YES', and those voting against the question shall deposit a ballot with a check or cross mark in the square after the word 'NO'."

Section 2. Public notice of the special election shall be published in The State newspaper at least three weeks in advance of the date of the special election as set forth in S.C. Code Ann. §5-5-50.

Section 3. If a majority of the votes cast by the qualified electors of the City of Columbia are in favor of the change in the form of government, the change from Council-Manager form to Mayor-Council form shall be implemented on _____ (*Council would need to decide on a date for implementation*) and upon implementation the Mayor shall assume all responsibilities and powers as set forth in S.C. Code Ann. §5-9-30 (2004) which shall be later codified by ordinance.

Section 4. This ordinance shall be effective upon final reading.

As requested by Councilman Runyan.

Mayor Benjamin said this is the ordinance that was considered by Council last month; it does not make a special election, because of the petition, but it is the will of Council to set the special election.

Councilor Newman made a motion to give first reading approval of the ordinance with the special election date of November 5, 2013.

The motion was seconded by Mr. Runyan.

Councilor Plough said as a point of privilege of Council, she would ask for a copy of what was read to them. She asked that the motion be held until they have that document. She made a substitute motion to modify the motion that was posted at 11:00 a.m. today as follows: If the Richland County Election Commission certifies the petition and it is received by the City of Columbia before we actually place this item on the ballot, I am deleting the specification of November 5, 2013 as a specific date of the election.

The motion was seconded by Mr. Baddourah.

Councilor Plough clarified that the intent is that if a certified petition is presented, at the time it is done by the Richland County Election Commission, this Council would then move forward to place this item on the ballot for a vote.

Mayor Benjamin said we are required by law to do that; it is not the will of Council. He said the people of Columbia have done something quite historic; they have come together like never before; and people did not believe that the signatures could be gathered. He reported that 12,500 verifiable signatures were gathered and they will be certified in three weeks, to resolve an issue that Columbia has discussed, debated and dodged for nearly two decades. He said the people have spoken; there will be a referendum on the form of government. He said the issue before us how much this is going to cost the taxpayers and that's up to this Council; we can act now and put this issue on the November ballot or we can wait for a special election costing taxpayers upwards of \$150,000. He noted that the petition has 4,000 more signatures than the people who voted in the last city election; over 10,000 more signatures than the people who voted for Councilman Baddourah; over 7,000 more signatures than the people who voted for Councilman Runyan; over 11,000 more signatures than the people who voted for Mr. Newman; 9,000 more signatures than the people who voted for Ms. Plough; 3,500 more signatures than the people who voted

SPC MN 09/11/2013 - Page 2 of 14

for Ms. Devine; 9,600 more signatures than the people who voted for Mr. Davis; and almost 2,000 more signatures than the people who voted for Mayor. He said we need to find a way to listen to the people and save taxpayer dollars.

Councilor Devine said she came here, because she hoped we would get some answers; she did not think we would go immediately into motions and voting. She said November 5th sounds like a reasonable date, since we are already having an election. She asked what the time constraints are to November 5th and if there is opportunity to wait until the signatures are certified before setting that date.

Mr. Kenneth E. Gaines, Esq., City Attorney explained that according to Mr. Jackson with the Election Commission, the constraint is that he would only have two days to certify the question and the absentee ballots are going out 45-days before the election, which is September 20th. He explained that if the petition is certified, under the statute, you must pass an ordinance calling for a special election and you can't have the election earlier than 30 days or later than 90 days. He said if there is a favorable vote to change the form of government, the Council would have to enact an ordinance changing the form of government; ask the Secretary of State to change the form through a certificate of incorporation; and the ordinance would also change the powers and duties of the City Manager to the Mayor at that point and time.

Councilor Devine asked if there is a prohibition for us to pass an ordinance on next Tuesday setting November 5th as the election date.

Mayor Benjamin said the challenge is the timing.

Mr. Kenneth E. Gaines, Esq., City Attorney said the certified petition is what kicks off the requirement for an election. He said if we received a certified petition on Monday and we did an ordinance on Tuesday to set an election, we'd have to set it at least 30 days down the road, but not more than 90 days.

Councilor Devine said November 5th would fall within that timeframe. She said at this point, we do not have a certified petition and that is why Mr. Newman's motion is to revisit the previous motion that wasn't voted on a few weeks ago and Ms. Plough's motion is to wait until after the certification.

Mr. Kenneth E. Gaines, Esq., City Attorney said if this ordinance is given a favorable vote tonight, you will have to hold a special called meeting on September 18th to give second reading.

Councilor Davis said his questions were answered regarding the purpose of the meeting. He understands that the petition period is over and it appears that the numbers are there, which says that we would have to comply with the request of the majority that signed. He doesn't want to be in a position where it appears that the action taken tonight pits him against legitimate voters. As this conversation moves forward, he hopes we can resolve this. He understands the Mayor's concerns regarding costs to the taxpayers and just as he respects the right to petition, there is also a process. He would like for them to bridge those two positions before a vote is taken.

Councilor Runyan said that Ms. Plaugh's motion was a restatement of state law.

Councilor Plaugh said the motion is carrying out what she understands in state law and the Council often passes ordinances that reference state law. She said the original motion doesn't have a caveat dealing with any certification of the petition and that gives her pause, because it is revisiting what was voted on previously. She said if we have a certified petition and the citizens of this city want us to put this on the ballot, we should do it post haste. She said she has a problem with having assumptions about something that is going to be certified; let it be certified. She said it is set up in state law so that we can have a reasonable process. She said this Council spends a lot of money and she nitpicks most of it, but if citizens want us to proceed with an election, we need to proceed with an election and the cost will not exceed \$150,000. She said the \$150,000 came from opening precincts that aren't normally opened in a municipal election and they are being opened because there is a countywide bond issue; many of those precincts don't have city voters. She acknowledged that there will be legitimate costs and we will find the money.

Councilor Runyan asked how Ms. Plaugh's motion differs from state law. He asked if we can vote down state law. He said we would have to do this under state law anyway.

Mr. Kenneth E. Gaines, Esq., City Attorney said the ordinance builds in contingencies so that we can comply with state law; it has language regarding petitions being certified; compliance with the timeframes in §5-5-20; and contingencies allowing the Election Commission to get absentee ballots out in accordance with state law. He noted that those contingencies are built in because of possible problems down the road.

Councilor Runyan said he is trying to understand the appropriateness of Ms. Plaugh's motion, because if we receive a certified petition we are required under the statute to set an election.

Councilor Plaugh said the ordinance talks about how you deal with absentee ballots, printed material and setting a special election. She said there are provisions in there that provide for an orderly process. She said the ordinance has to reference state law.

Mayor Benjamin told Mr. Runyan that the substitute motion is that if we receive a certified petition we will set an election date, which is what we are required to do; it would be a motion for Council in fact to do nothing. He said having a separate election is a waste of taxpayer money. He urged the Council to show leadership and set an election date.

Councilor Davis sought further clarification of the timelines for getting this on the ballot if there is no action tonight. He urged Council to resolve this tonight. He said that he is not going to be perceived as opposing people who signed a petition; this validation is a part of the process. He said he spent all of his life fighting on the side of people who don't have a voice. He said the people have spoken and his position on changing the form of government is very clear. He acknowledged that the argument has shifted. He stated that the petition settled the question of whether or not we put it on the ballot; do we do it now or do we do it later; the issue is how we give the folks what they want as a result of participating in that petition.

Mr. Kenneth E. Gaines, Esq., City Attorney said the only time constraint is getting the absentee ballots out 45 days before the election; if you gave the ordinance second reading on the 18th, that would mean the Election Commission would have two (2) days to have the referendum question certified and tested. He noted that September 21st is 45 days from the election and they would mail the ballots out on September 20th.

Councilor Davis asked what would happen if Council moved to place it on the ballot tonight.

Mr. Kenneth E. Gaines, Esq., City Attorney said there would be the same constraints.

Mayor Benjamin said we must act today for it to be on the November 5th ballot.

Councilor Devine said she struggles with this, because no matter what we do, those of us who had a position it continues to be spun as though we don't want the voters to vote and we're trying to block the voices of the voters. She said when you have petitions put in front of people and they are not told what they are signing, she's not sure that we are letting the voters' voices be heard. Her position has always been that we need to have a dialog in this community about the current form of government, what the proposed change is and the pros and cons of each. She said that has not happened and it's not going to happen in the next 45 to 60 days. She struggles with understanding that we are trying to make our city the best it can be and we want the best government for it, but we are effectively silencing voters by not having a real dialog about what this means for us. She knows several people who signed that petition who did not know what they were signing; they were misled as to what they were signing. She said it is deplorable that people were paid per signature. She said we may have a petition that comes forward and it may have the requisite signatures validated, the voters may vote, but she hopes that we do not continue down this path and not engage our community in an honest dialog, no matter what our positions are. She acknowledged that there are good reasons for a position opposite to hers. She said we must look at the way we're doing business. She said we talk about voters being empowered and engaged, but we come into a called meeting, we post the ordinance six (6) hours before the meeting, and the motion is different from what the voters saw posted. She said this is not the way citizens want to be engaged and we all need to look at ourselves and the way we are handling this and understand that this is not the best for our voters; we need to engage them in a real process and a real dialog. She said the outcome of that dialog is what it is, but the way this has happened is really disconcerting.

Councilor Plough echoed Ms. Devine's comments. She dared to say that there's not a single person sitting up here that wouldn't want to put it on the ballot if that is the will of the people. She said it is not a money issue; it is a process issue; and we need to go through the process as it has been laid out before us. She said we can't specify when we will put it on the ballot, because she wants to give the Richland County Election Office an opportunity to take their time to certify it properly and when that's done, we will continue with our education process; we will put it before the people; and we will have the kind of dialog that this city is known for where we are all talking together about what is in the best interest of this city.

Councilor Baddourah said when going through this process three weeks ago there were concerns with timing and we were told that August 23, 2013 would be the last day to submit a petition; then The State Newspaper reported that it was September 4th or 5th; and now we are hearing that next Monday is the last day to certify the petition signatures. He said we can't even figure out the deadline for the signatures to be certified, yet we are asked to vote on this historical moment.

Mr. Kenneth E. Gaines, Esq., City Attorney said Mr. Jackson with the Election Commission gave us the August 23rd date and we relied on that information. He said there's nothing in state statute §5-5-20 that requires a petition to be certified within any amount of time. He noted that there is another statute that talks about changing the number of Council members or the makeup of Council and that petition has to be certified within six (6) months by our Municipal Election Commission. He restated that he hasn't found any deadline for certification.

Councilor Baddourah said the history with the Richland County elections last year put distrust in the citizens and the voters. He feels like rushing this process will continue to put mistrust in the voters, because we are pushing it and shoving it down their throats. He doesn't think the timing is correct or putting this on November 5th is in the best interest of this city. He said that he has a lot of respect for those who signed the petition, even though the petition says strong mayor and weak mayor form of government. He insisted that in the ordinance there is no such thing as strong mayor or weak mayor, there is no correlation between the petition they signed and the ordinance we are being asked to vote on. He said that will continue the confusion and mistrust between the government and the citizens of Columbia. He said it is unfair to bring this up today for Council to vote on it even though there are a lot of issues with the way the petition was submitted, the signatures were received and the process of certifying all the signatures to meet that deadline.

Mr. Kenneth E. Gaines, Esq., City Attorney said he has not seen the petition and that strong mayor and weak mayor are nicknames for the Mayor-Council form of government and the Council form of government.

Councilor Baddourah said there is not enough knowledge of any regular citizen who signed that petition that know that strong mayor is equal to Mayor-Council government.

Mayor Benjamin said that when they ran for office, each of them were asked whether or not they supported a strong mayor form of government; they gave their positions and he hopes that they were educated on it and that they trust the voters to be educated on this; however, in partnership with the League of Women Voters and many others, the city has launched its voter education outreach efforts; it kicked off this past Monday; and we need to make sure that the forms of government information is looped into the effort that the Clerk and City Manager have been working on. He announced that on September 25, 2013, the Community Relations Council will host an effort to educate voters on the forms of government; we need to share the forms of government insert in our water bill; and we need to work with the Municipal Association to produce a Form of Governments informational public service announcement that should be regularly looped in on our City access channel and our website. He further suggested that we reach out to local television

news outlets; hold a public information telethon where voters can call in and have their questions answered about the forms of government; produce a form of government pamphlet and distribute it at all city functions including booths at the State Fair; and create and maintain an online Frequently Asked Questions page with an email address for responses. He urged his peers not to underestimate the people in the City of Columbia; they run their homes; they run their businesses; they make good decisions every single day. He said this discussion is not about whether you support one form of government or the other; it is about whether we are going to make a decision as a Council to save money. He said the estimate received from the Election Commission was for \$190,000 including the cost of a run-off election. He said \$150,000 will buy the City of Columbia 275 bullet proof vests, support Housing First, purchase a new kitchen for the homeless shelter or reduce the water and sewer transfer by \$150,000. He said this is real money that some have suggested we should not make an effort to save.

Councilor Plough said that was awesome, but while we could spend the money those other ways, what we have chosen to do many times over is spend \$7 million on the Palmetto Compress. She said she questions our spending and we have staff that truly tries to do their best in the expenditure of our dollars, but this is not about the expenditure of money, it is about responding to the people and letting the people be educated and vote in the right process. She said it's not appropriate to minimize the fact that some of us really want it to be an open process where people have an opportunity to ask questions. She said she pulled together neighborhood leadership from District Four and there was phenomenal attendance at the meeting; many people walked in not knowing the difference between the forms of government; the City Attorney presented an unbiased outline; we had a lively discussion; and people walked out of that meeting very educated and well instructed individuals. She said the people sent her a very strong message to not vote to put this petition on the November 5th ballot.

Mayor Benjamin said you were able to educate your constituents in one evening, but we can't educate the rest of the city in 45 days.

Councilor Plough said we want a legitimate education process and once the petition is certified let us vote and have a concurrent education process to go with it.

Mayor Benjamin said we are not changing our form of government; we are letting our citizens decide. He clarified the language in the petition as follows:

I support the proposal to let the voters decide in a referendum whether the City of Columbia wants a Weak-Mayor (Council Manager) Form of Government or Strong Mayor (Mayor-Council) Form of Government.

A substitute motion made by Ms. Plough and seconded by Mr. Baddourah to modify the ordinance that was posted at 11:00 a.m. today as follows: *If the Richland County Election Commission certifies the petition and it is received by the City of Columbia before we actually place this item on the ballot, we will delete November 5, 2013 as a specific date of the election, failed by a vote of three (3) to four (4). Voting aye were Mr. Baddourah, Ms. Plough, and Ms. Devine. Voting nay were Mr. Runyan, Mr. Newman, Mr. Davis and Mayor Benjamin.*

Mayor Benjamin called for the question on the original motion.

Councilor Plaugh said this is an emergency meeting of City Council; we are being asked to reconsider our earlier vote to place the change in form of government on the November ballot without a caveat, without the petition reference; it's a reconsideration of what we have already voted on. She asked why and what has changed. She said we had a petition drive that was undertaken and only 26 hours ago the City was presented with signatures that were acquired by an out-of-state canvasser; these have been properly turned over by our staff to the Richland County Election Commission for validation of the signatures and for the certification of the petition; that's the process and it is working. She continued to ask why City Council should preempt this established procedure. She said this reminds her of two other instances when City Council held emergency meetings with little notice to the public to vote on the Palmetto Compress Building, costing the city tax payers \$7 million and Bull Street, where citizens asked for a two week delay and that was denied and that's a \$70 million taxpayer ticket. She said here we are two to four months following these urgent sensitive votes and no deal has been finalized on either of those. She asked what is the rush is; is this the type of leadership we can expect in the future. She said today we talked again about a fundamental change to our governmental structure in the City of Columbia; moving from a Council-Manager to a Mayor-Council form of government. She said in both forms the Mayor cannot be required to serve full-time; he won't have term limits; he cannot be recalled; and the powers will be vested with future mayors. She said the Mayor was quoted in the State Newspaper on August 11, 2013 as saying "I'm a committee of one on Council in support of a stadium. So I have to build consensus or change the form of government." She said surely this is not about bringing a minor league baseball team to Columbia for taxpayers to subsidize. She asked if this is worth completely overhauling our form of government that has served this city well for 60 years. She said the city has already voted to hold public education forums in conjunction with the League of Women Voters; we owe it to all citizens to proceed with these educational forums and to do it concurrently while the petition is being certified. She said this matter should be put before the voters once the petition is certified. She said if we can spend \$7 million on the purchase of the Palmetto Compress Building, she is sure we can find the money to conduct a special election with proper notice and important voter education. She has concerns with taking a revote and preempting the certification of the submitted petition.

Councilor Baddourah said on August 6th, the Mayor brought changing the form of government to the attention of Council, allowing no time to debate, no time to discuss, only one (1) week to decide and vote on an ordinance. He said as we sit here today discussing the change of history with a small price tag on how much the election will be, we get criticized for spending money, but this is the one time he will justify spending money to change history and to educate voters. He prefers the option of holding an election 90 days after the signatures are certified by the Richland County Election Commission; this will allow us time to plan ahead; and voters will know who they will be voting for as the strong mayor. He said if the petition is not certified, we should plan ahead for the November 2014 election cycle. He said it is a false choice to say November 5th is the only day we can put this referendum on. He said it is clear that the Mayor is playing politics with people and not addressing the public's concerns. He said all three (3) candidates attended the public meeting last night and most of the public concerns

were about police, water, sewer, Bull Street, the Palmetto Compress Building and other services that are provided by the city. He said until the Mayor brought up the strong mayor form of government, none of the people attending the meeting were even asking the question. He said it is premature to vote on this referendum before we get the signatures certified.

Mayor Benjamin said another gentleman actually brought up strong mayor last night. He recalled that Mr. Baddourah had a 3-point reform plan when he ran for office. He said Mr. Baddourah told the voters of District Three on no less than six (6) different times that he would support a strong mayor referendum on the form of government and no less than two (2) weeks after the election he changed his mind. He agreed that Mr. Baddourah had the right to change his mind; but he also has the responsibility to keep his campaign promises. He told Ms. Plaugh that any decision to fund a stadium or anything else like that requires Council's support and when and if those decisions ever come up we will have that full discussion before Council. He said this is incredible foot dragging, fighting and kicking to simply not let the voters have a chance to choose. He said we are talking about giving the voters the opportunity to make a decision and it is amazing that we will fight it every step of the way. He said Columbia has over 130,000 people; they are bright people; they are educated people; they care about this city; they are people that will take the responsibility to learn about the changes in the form of government; and some will vote for it and some will vote against it, but he trusts their decision. He said we discussed this issue last spring and at the end of the summer and the issue before us is not whether you support one of the three (3) forms of government allowed to South Carolina municipalities under state law, this issue will be before the voters this year; the question before us is whether or not we will take the leadership role as a Council to save the taxpayers money. He noted that we can save the people of this city well over \$100,000. He said it is your prerogative to choose not to do so. He said in old records it was said if there was a groundswell of support from citizens that would be a good reason to put this on the ballot. He stated that 15,000 registered voters in this city submitted a petition to the people of Columbia asking for this issue to be on the ballot; it's going to be on the ballot; the only question before us is when. He said if in fact we choose to move affirmatively and quickly, we can possibly have this on the November 5th ballot. He said we are not preempting a process; we are taking a leadership role in trying to stop leading from behind; and decide we are going to join the citizens of this city, engage in this discussion, engage in the education process and allow people to make their own decisions.

Councilor Davis said when you understand this process and the politics of it, the petition has neutralized him for the mere fact that voters have said that they want to decide on the form of government. He understands all forms of government; it's not a question of his position on that, but he has to answer some questions from the folks that are going to make a decision on him. He told the Mayor that he has some concerns about the window we are faced with and he hopes we can work this out tonight. He asked how can we satisfy the window and still get this on the November ballot.

Mr. Kenneth E. Gaines, Esq., City Attorney said it's all dependent on having the absentee ballots out by September 20th and you cannot deny voters the right to vote absentee. He said we have two (2) days from the 18th to get ballots printed and mailed. He said we have been dialoging with Richland County and they have already started the process to certify the November 5th election and if we add this to the process it may delay that and it will put Mr. Jackson in quite a predicament. He said the petition calls for two (2) ballot questions: Mayor-Council form of government and the Council-Manager form of government.

Mayor Benjamin clarified that the petition asked do you support a referendum to change the form of government.

Mr. Kenneth E. Gaines, Esq., City Attorney said if they can't get the question on the absentee ballot and get the absentee ballots out on the 20th, you would be denying those persons the right to vote and he doesn't think you would have a valid election.

Ms. Teresa Wilson, City Manager acknowledged that along with the City Clerk and City Attorney talked, she spoke with Mr. Jackson today. She said it is so important for City Council to have clarity from the people who are charged with doing this the right way. She explained that they are in the process of certifying the signatures and Mr. Jackson provided an estimated time of when he thought they would accomplish that. She further explained that it is more about the database they have already designed and that they would have to add to that database; the 20th is the trigger for the database to be sent off and for that process to be completed. She said upon completion of the certification, the question becomes if you all want it included in the database. She said Mr. Jackson has other options to consider such as using a separate ballot; however, she doesn't want to speak to those matters on behalf of Mr. Jackson.

Mayor Benjamin said the issue before us today is an ordinance that will require two (2) readings. He said the request was to bring this up so that we could avoid having to pay for two (2) elections. He said this first reading would be today and the second reading would be on the 18th and we would immediately transfer this to the Election Commission. He said if in fact the Director of the Election Commission thought he would have some difficulty in meeting deadlines, he would have to express that to us and we would have to act accordingly. He said the issue is whether or not we are going to give ourselves the time to have two (2) readings for this ordinance and allow this election to happen. He said even if the signatures are certified today, it would still take two (2) readings for a city ordinance and that's what's before us today.

Councilor Plough asked that Mr. Jackson be contacted by telephone, because she wants to hear from him on this major item and we want to respect those petitions once they are certified. She said we are struggling with approving this tonight without a caveat. She said we are talking about providing adequate time for the petition to be certified and it would be helpful for Mr. Jackson to tell us what works for him.

Councilor Devine said she has received calls and emails and she doesn't believe that this is about letting voters vote. She said there is a clear misunderstanding about a lot of things. She reiterated that there is no statutory requirement for the Mayor to be fulltime

under either form; the people want the Mayor to be fulltime; and they need to clearly understand that. She thinks the Mayor is currently fulltime and she doesn't foresee a problem with that, but people need to understand that it's not a requirement. She said part of the concern is the way the discussion has occurred to date and the rush to not fully understand what it means. She questioned who would manage the education process; who would pay for the process; and where that information will come from. She is very concerned about misinformation that has already been put into the public discussion and how we ensure that we are providing impartial and objective information to the voters. She said the Municipal Association's information was lacking on the real facts.

Mayor Benjamin said it is not wise to put Mr. Jackson on the cellphone speaker. He said Ms. Devine's questions are the issues that Council should be discussing. He said we have a partnership with the League of Women Voters that is moving forward primarily on the issue of changing the date; they can be engaged as a partner; and we can certainly resource a public education campaign.

Councilor Plough said this Council doesn't talk about things and we all bear responsibility for that. She said the dialog that takes place at these meetings should have a different tenor. She said they need to know how long Mr. Jackson thinks it will take to properly certify the petition. She is not opposed to putting this on the November 5th ballot, if the timeframe works. She said it is a disservice to not take the signatures seriously.

Councilor Davis said he is hearing that it is likely to have the certification between first and second reading and the education process is underway.

Councilor Devine said as she understands it, if there is a vote of this Council, the verification process would cease.

Mayor Benjamin said that's not correct.

Councilor Devine said if Council votes on second reading next week and the signatures aren't verified at that point, but it is later determined that there aren't the requisite signatures, Council still would have voted to put it on the ballot. She said the first ordinance provided a contingency, but the motion before us does not contemplate a petition at all. She said if Council passes this, there is still going to be an election without a certification.

Mr. Kenneth E. Gaines, Esq., City Attorney said the petition certification process will continue.

Councilor Devine said if Council gives second reading next week, but there aren't a requisite number of signatures, the referendum would still be on the November ballot.

Mayor Benjamin said if the goal or attempt is to prolong the discussion in an attempt to kill it then state that. He announced that tonight is a significant event in the history of this state, this country and this city; tonight we will be commemorating the events of September 11, 2001 and we are also commemorating the 50th anniversary of integration

for the University of South Carolina. He insisted that the issue is very basic and it is very clear; do we want to set the election date. He said if you don't want to do it then you can vote in the adverse; if you do want to do it, you can vote in the positive. He said there will an election and he encouraged his colleagues to let the people vote. He said there is a strong groundswell of support out there for people to make the decision. He stated that there are some people that support the current form of government, but they signed the petition. He said the power in the United States of America belongs to the people; they elected each and every one of us; let's trust them.

Councilor Davis said it is likely that the validation process will be completed by second reading.

Mr. Kenneth E. Gaines, Esq., City Attorney said yes.

Councilor Davis asked Council to consider that. He said the petition process went through; his position is clear; and he can live with the outcome in November.

Councilor Plaugh asked what the compromise would be.

Mayor Benjamin said he would strongly urge the Election Commission to move forward with the process.

Councilor Baddourah said let's educate the people and give them enough time to make an educated decision. He noted that the Mayor changed his mind on the Palmetto Compress Building when he withdrew his application for historic preservation. He said people change their minds. He said his first official public hearing was this year.

Councilor Plaugh asked what happens on second reading if the petition is not certified, is incomplete or the signatures aren't there. She sought clarification on the expectations for second reading.

Mayor Benjamin said if the certification fails, you have the opportunity to vote your conscience next week just as you are doing tonight. He said the question before us now is will we take the leadership role in deciding that we are going to establish a date for the people to make this decision without having the expense of an additional election. He said if the information is available in advance of a second reading, then we will have that information and can make an informed decision.

Councilor Plaugh asked the Mayor if this initiative to change our form of government is tied to building a baseball stadium.

Mayor Benjamin said absolutely not. He said the ability to build a baseball stadium is for our Council to make that decision after significant public debate.

Upon a motion made by Mr. Newman and seconded by Mr. Runyan, Council voted four (4) to three (3) to give first reading approval to Ordinance No.: 2013-111 – An Ordinance to Set a Special Election on the Question of Changing the Form of Municipal Government from Council-Manager to Mayor-Council. Voting aye were Mr. Runyan, Mr. Newman, Mr. Davis and Mayor Benjamin. Voting nay were Mr. Baddourah, Ms. Plough and Ms. Devine.

Mayor Benjamin advised Council of the need to schedule a Special Called Meeting on Wednesday, September 18, 2013.

▪ **Council opened the public comment period at 7:55 p.m.**

Mr. Joe Azar said the petition did not include a concise written explanation; the signatures haven't been validated; and the petitions are required to be submitted 60 days in advance, but they were not. He said Council has an obligation to the people to allow a reasonable period of time for community discussion. He said your people want that time to discuss it; not to push it through; we are tired of that; we are disgusted with that; and we don't want that anymore. He said the citizens find it suspect that a councilmember that was known to be on vacation was not notified of this meeting. He said they are willing to wait so that they don't make a mistake. He said this is truly a Chamber of Commerce issue. He said people who do not live in our city or our county is trying to buy our Council and our Mayor; we don't want that; we want to deal with our own issues. He said maybe we need citizens to put up a petition for term limits.

Mr. Harold Murray said he is appalled that the Mayor was shucking and jiving, because he wants to use the issue of spending money as the reason why things should go his way, but that wasn't an issue when the city lost money on an ice skating rink last winter. He said there is no way to certify the names on the petition as registered voters. He asked if individuals were asked to show their photo id before signing the petition. He said if this petition goes through; there will be a petition to reverse it. He noted that there is no city channel on the Dish network. He said that councilmembers have time to hold town hall meetings with their constituents. He said the problem is with leadership and that we need intelligent leadership. He agreed that there needed to be intelligent discussions about this matter.

Mayor Benjamin raised the fact that he finds the term shucking and jiving highly offensive.

Mr. Howard Duvall said he hopes to change some minds prior to the second vote. He reported that he spent the day at the Election Commission monitoring the petition count and they completed 20 pages today containing approximately 232 signatures. He said they struck 70 signatures as being disqualified resulting in a 30% strike rate. He noted that he was only looking at the process as the Election Commission staff worked hard all day. He explained that they look at the petition; compare the signature with the original application; and if the signature matches they verify whether or not the individual is qualified to vote in the city election. He hopes there will not be a certified petition nor will this be placed on the November 5th ballot. He insisted that the controversy over the petition and the controversy over the explanation of the forms of government are too

important to mix up with a political election that includes the mayor whose office is up for debate. He prays that cooler heads will prevail as this petition is certified. He insisted that the cost of a special election is minor in comparison to the cost that future generations will have to bear if you go forward with changing the form of government.

Mr. Mel Jenkins asked for common courtesy from the Mayor and Council and asked to not be interrupted as he makes his statements. He said this should not be carried forward; this is not appropriate civic government. He said it is good business for the Chamber of Commerce and the people who want to deal with the City of Columbia. He quoted Thomas Jefferson "I know no safe depository of the ultimate powers of the society but the people themselves; and if we think them not enlightened enough to exercise their control with a wholesome discretion, the remedy is not to take it from them but to inform their discretion." He said there has not been an informing of the discretion of the voters of South Carolina or of the City of Columbia. He said he has no confidence in the arranged educational process at this moment. In closing, he stated that he is increased in his respect for several members of Council.

Mr. Femi Oluleni said he hears the word educate the citizens and he looks at the seven Council members who have been on this topic and aren't as educated as they should be. He said a lot of folks who don't live in the city want to dictate how we should live. He said we will have our turn to vote. He said you call everybody here to vote, but you have petitions that have been counted. He insisted that haste makes waste. He said we can't do what just one person says; that's why we elected each of you. He encouraged the Council to educate themselves about the ordinances, forms of government and not to compare us to any other city that has its act together. He said we want Columbia to move forward, but not on one man's platform.

Upon a motion made by Mayor Benjamin and seconded by Mr. Runyan, Council voted unanimously to adjourn the meeting at 8:13 p.m.

Respectfully submitted by:

Erika D. Moore
City Clerk



CITY OF COLUMBIA
WORK SESSION MINUTES
TUESDAY, SEPTEMBER 17, 2013
2:00 P.M.
EAU CLAIRE TOWN HALL
3905 ENSOR AVENUE

The Columbia City Council conducted a Work Session on Tuesday, September 17, 2013 at the Eau Claire Town Hall, 3905 Ensor Avenue, Columbia, South Carolina. The Honorable Stephen K. Benjamin called the meeting to order at 2:25 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plough, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. The Honorable Brian DeQuincey Newman arrived at 4:30 p.m. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

CITY COUNCIL DISCUSSION / ACTION

1. General Municipal Election Update – Ms. Erika D. Moore, City Clerk

Ms. Erika D. Moore, City Clerk provided an overview of steps being taken to inform and educate citizens about the November 5, 2013 Municipal Election.

Councilor Plough expressed concerns about opening all precincts to accommodate the library referendum. She said there are four (4) precincts in District Four that historically had little or no voters and for us to pay to have those precincts open and staffed for Election Day doesn't seem right for City of Columbia taxpayers. She doesn't understand why the City of Columbia is expected to pay for that.

Councilor Devine said the County has been willing to negotiate fees in the past.

Mayor Benjamin asked the City Attorney to determine why we are paying FICA and retirement for the poll workers.

Councilor Plough requested a side by side comparison of the 2010 and 2013 election costs.

Councilor Devine asked that Council discuss education efforts, because there is a lot of misinformation out there and the longer we wait, the more confused voters will be.

Ms. Teresa Wilson, City Manager said we want to clear about how we tag city sponsored initiatives.

Ms. Erika D. Moore, City Clerk presented a new public service announcement featuring the Municipal Election Commission.

2. Update from Voterheads – Mr. Karl McCollester, Chief Executive Officer of Voterheads

Mr. Karl McCollester, Chief Executive Officer of Voterheads announced that they are collecting agenda information and tagging it so that registered users receive alerts and can go online to vote and comment on those items. He announced that Voterheads was featured in [“21st Century Digital City Hall” Government Technology Magazine](#). He also announced that Voterheads recently hired its first employee. He asked the members of Council to check out the website and register with Voterheads. He said they are also looking to add an officials’ page in the near future. Visit the website at www.voterheads.com.

Councilor Devine said this is a great tool for us to interact with citizens, because we always want to keep people engaged and to hear their voices every week when we have issues on our agenda. She would love to see us use it and get more people signed up through our neighborhood associations.

3. [Fiscal Year 2013 / 2014 Hospitality Tax Final Spreadsheets](#) – Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee provided an update on the additional \$200,000 that Council gave to the committee to allocate from the Hospitality Tax Fund. He said the committee members reconvened and reviewed every application again. He said they were able to increase funding for some applicants. He said the committee believes that the city is doing this right and using the hospitality tax dollars to reinvest in the quality of life for this community.

Councilor Davis said they want to have new organizations come online. He said the Cornbread Festival took a drastic cut and they are in an area that the city is concerned about in terms of economic development. He said the organization has a mission and a goal to add to the quality of life and bring people to the area.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said they were not aware that the Cornbread Festival organizers came to the city for additional funding. He said they were trying to fund them at the level they were funded at during the previous year.

Councilor Devine asked why the two ballet organizations were funded at different levels.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said the committee looked at both requests along with their budgets and the number of people they brought in and then tried to be more proportionate.

Upon a motion made by Mr. Runyan and seconded by Ms. Devine, Council voted unanimously to approve the Hospitality Tax Advisory Committee recommendations as presented.

4. [Fiscal Year 2013/2014 Outstanding Funding Requests](#) – Ms. Melissa Caughman, Budget Director

- External Organizations
- Eau Claire Community Council
- Federation Center of the Blind

Ms. Missy Caughman, Budget Director presented an updated listing of funding requests from external organizations. She noted that \$65,000 remains from the \$100,000 that was initially allocated from the General Fund. The following allocations were previously awarded: \$25,000 to the Lourie Center; \$5,000 to Alston Wilkes; and \$5,000 to SisterCare. She also noted that \$43,750 is available in the Accommodations Tax Fund for unrestricted allocations.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to fund Together We Can in the amount of \$25,000.00 and the Antioch Senior Center in the amount of \$18,750.00 from the Accommodations Tax Fund.

Councilor Baddourah recommended that Council fund the Federation Center of the Blind in the amount of \$10,000, because they do a really good job with activities for the blind.

Mayor Benjamin said he would like to find additional funding for the Greater Columbia Community Relations Council, Eau Claire Community Council, Senior Resources, Columbia Council of Neighborhoods and IT-ology.

Ms. Teresa Wilson, City Manager said the \$10,000 in the Community Development Block Grant Fund that was allocated for neighborhoods could be used to fund the Columbia Council of Neighborhoods.

Councilor Plough noted that funding Vital Connections could help with assisting homeless children.

Mayor Benjamin made a motion to fund the following organizations from the General Fund allocation for external organizations. Mr. Baddourah seconded the motion.

- \$32,500 to the Columbia Urban League
- \$10,000 to Senior Resources
- \$5,000 to the Greater Columbia Community Relations Council
- Rescind the \$10,000 previously appropriated to the Eau Claire Community Council from the Hospitality Tax Fund and supplant it with \$7,500 from the General Fund
- \$5,000 to Vital Connections
- \$5,000 to the Federation Center of the Blind

Councilor Plough said the recommendations are very good, but she can't support it because the money is coming from the General Fund and should be used to help pay for fire and water and sewer.

Upon a single motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted five (5) to one (1) to allocate funding from the General Fund as outlined below. Voting aye were Mr. Baddourah, Mr. Runyan, Ms. Devine, Mr. Davis and Mayor Benjamin. Ms. Plough voted nay.

- \$32,500 to the Columbia Urban League
- \$10,000 to Senior Resources
- \$5,000 to the Greater Columbia Community Relations Council
- Rescind the \$10,000 previously appropriated to the Eau Claire Community Council from the Hospitality Tax Fund and supplant it with \$7,500 from the General Fund
- \$5,000 to Vital Connections
- \$5,000 to the Federation Center of the Blind

Ms. Teresa Wilson, City Manager said that through the Community Development Department, city staff will appropriate \$10,000 to the Columbia Council of Neighborhoods as requested by City Council and she hopes Council will support management and the Community Development Director in finding additional funding to assist with the great work done by our neighborhoods.

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to authorize the City Manager to allocate \$10,000 through the Community Development Department to the Columbia Council of Neighborhoods and to support staff in identifying another source of funding for individual neighborhoods.

Upon a motion made by Mr. Runyan and seconded by Mr. Davis, Council voted unanimously to allocate the following from the hospitality tax surplus funds:

- An additional \$17,500 to the Columbia Urban League for marketing
- \$5,000 for POSCONN
- \$5,000 to the Carolina Marathon Association
- \$15,000 to the North Columbia Business Association for the Cornbread Festival
- \$25,000 to the Conventions and Visitors Bureau for marketing

Councilor Devine asked that the committee consider another round of funding if there are surplus funds.

Ms. Teresa Wilson, City Manager recalled that staff has sought to bring about a better process for requests. She sought Council's guidance in order to prevent going through this process in the future.

EXECUTIVE SESSION

Upon a motion made by Mr. Davis and seconded by Mr. Runyan, Council voted unanimously to go into Executive Session at 3:49 p.m. for the discussion of **Items 5** through **9** as outlined. Mr. Newman joined the Executive Session discussion at 4:30 p.m.

5. Discussion of negotiations incident to proposed contractual arrangements - *This item was discussed in Executive Session. No action was taken.*
 6. Receipt of legal advice which relates to a pending, threatened or potential claim - *This item was discussed in Executive Session. No action was taken.*
 7. Receipt of legal advice which relates to matters covered by attorney-client privilege - *This item was discussed in Executive Session. No action was taken.*
 8. Discussion of employment of an employee - *This item was discussed in Executive Session. No action was taken.*
 9. ****Investigative proceedings regarding allegations of criminal misconduct - *This item was discussed in Executive Session. No action was taken.***
- **Council adjourned the Executive Session at 6:00 p.m. to convene the regular meeting.**

Respectfully submitted by:

Erika D. Moore
City Clerk

Attachment: WSM_09_17_2013 (1237 : Approval of Minutes)

**CITY OF COLUMBIA CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
SEPTEMBER 18, 2013 – 6:00 P.M.
EAU CLAIRE PRINT BUILDING
3907 ENSOR AVENUE**



The Columbia City Council conducted a Special Called Meeting on Wednesday, September 18, 2013 at the Eau Claire Print Building located at 3907 Ensor Avenue, Columbia, South Carolina. The Honorable Stephen K. Benjamin called the meeting to order at 6:28 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plough, The Honorable Brian DeQuincey Newman, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

ORDINANCE – SECOND READING

Ordinance No.: 2013-111 (Revised) – An Ordinance to Set a Special Election on the Question of Changing the Form of Government from Council-Manager to Mayor-Council – *First reading approval was given on September 11, 2013. Approved on second reading by a vote of four (4) to three (3), subject to setting a special election on December 3, 2013, if the City receives a certified petition. Voting aye were Mr. Baddourah, Ms. Plough, Ms. Devine and Mr. Davis. Voting nay were Mr. Runyan, Mr. Newman and Mayor Benjamin.*

A motion was made by Mr. Runyan to give first reading approval to Ordinance No.: 2013-111 – An Ordinance to Set a Special Election on the Question of Changing the Form of Government from Council-Manager to Mayor-Council.

Mr. Newman seconded the motion.

Mr. Kenneth E. Gaines, Esq., City Attorney presented State Statute Chapter 7. *General Structure, Organization, Powers, Functions and Responsibilities of all Municipalities*; State Statute Chapter 9. *Mayor-Council Form of Government*; State Statute Chapter 13. *Council-Manager Form of Government*; Article VI. *Officers*, Section 8. *Suspension and prosecution of officers accused of crime*; an outline of the powers of the mayor, council and manager under the three (3) forms of government; and a proposed organizational chart under the Mayor-Council form of government.

Mayor Benjamin outlined §5-7-200 and §5-7-210. He said you don't have to wait four (4) years to remove a Mayor.

Councilor Devine said there is no recall provision for the citizens. She recalled that Mr. Runyan stated on last night that there is a provision for removal.

Mayor Benjamin clarified that there is no recall provision for any of us under state law, even under this form of government. He said the City Attorney advised the members of Council on how to take up certain matters. He said we thought it prudent that those discussions be had in public, not in Executive Session, so we will waive attorney-client privilege.

Councilor Davis stated for the record that he just returned from Charleston on business and his son had a seizure today. He noted that he will be returning to Charleston tonight or in the morning.

Councilor Plough said the city's ethics policy allows citizens and employees to raise issues or file complaints online or with the City Manager. She stated that under a Mayor-Council form of government, those potential ethics violations and issues would then go to the Mayor and the Mayor would deal with the staff and make periodic reports to the Council as he deems necessary.

Mr. Kenneth E. Gaines, Esq., City Attorney said that's correct, because that's a function of the manager at this point.

Upon a motion made by Mr. Runyan and seconded by Mr. Newman, Council voted unanimously to waive attorney-client privilege.

Mr. Kenneth E. Gaines, Esq., City Attorney said the ordinance calls for a special election. He distributed copies of the revised ordinance. He explained that the original ordinance simply provided for the Council to call for a special election on November 5th on the question as to the change in the form of government, but since we do not have the certified petition delivered to the Municipal Council and if it were to come in tomorrow, we could make the absentee ballot deadline by having that question put on the ballot by Friday. He explained that a contingency is built into the amended ordinance that says the ordinance shall not become effective unless a petition executed by 15% of qualified electors and certified by the Richland County Election Commission is presented to the Columbia City Council for a special election to change the form of government on or before Thursday, September 19, 2013. He further explained that if you pass this ordinance tonight and a certified petition is delivered tomorrow, this ordinance would take effect, but if you do not have a certified petition presented on or before September 19, 2013, this ordinance shall become effective on September 19, 2013. He said if you pass this ordinance but you don't get a certified petition, you will still have an election on November 5, 2013. He offered this as a possible amendment to be adopted by Council.

Mayor Benjamin sought clarification on Section 4.

Councilor Devine asked why Mr. Gaines felt that the language was necessary.

Councilor Davis questioned the intent.

Mr. Kenneth E. Gaines, Esq., City Attorney said he wasn't sure if Council was depending on a certified petition or a simple vote. He said he was trying to cover the bases to make sure there is an election on November 5th. He said if this ordinance is not passed tonight and you receive a certified petition tomorrow, you cannot have an election until 30 days later than the receipt of the petition; you would have a special election between 30 and 90 days; under this ordinance, if the petition is received tomorrow, we are within the 30 and 90 day requirements.

Mayor Benjamin recited Section 4.

Councilor Devine suggested that the ordinance simply state that it will be effective on Thursday, September 19th.

Councilor Davis said the first option puts the weight on certification. He said the ballot certification may pose an issue.

Mr. Kenneth E. Gaines, Esq., City Attorney said he is trying to avoid the special election by building in a contingency.

Ms. Devine made a substitute motion that if the City receives a certified petition a special election will be held on December 3, 2013.

Ms. Plaugh seconded the motion.

Mr. Kenneth E. Gaines, Esq., City Attorney advised Council that if the ordinance passes, an implementation date will be needed. He reviewed the powers and responsibilities of the mayor, council and the city manager in each form of government. He explained that under the mayor-council form of government, the members of city council and the mayor all retain their current legislative powers that exist under the council-manager form of government. He said it would take a legislative act of Council to privatize any services. He said the city manager statute separates the legislative powers of the council and the administrative powers of the manager; it is clearly delineated in the statute; and those are not contained in any other statute. He said that the council still establishes departments; prescribes functions; investigates departments; appoints the city attorney, the clerk and judges; elects a mayor pro-tem; adopts a balanced budget; amends the budget; adopts policy; authorizes bonds; adopts plats and the official map of the city; provides for an annual audit; adopts rules of procedure; exercises general police powers; appoints boards and commissions; and all the powers, duties, functions and responsibilities of the municipality under §5-7-10. He stated that the mayor under the mayor-council form of government retains his or her statutory legislative authority. He explained that when you change the form of government, the mayor assumes the operation and administration of the city; the mayor is over all departments; and if the council hires an administrator, the mayor is the only one who can direct that administrator. He noted that if we change to the mayor-council form of government, the entire city code will need to be changed to reflect the duties of the mayor along with the employee handbook, job descriptions and other directives and policies to the manager would need to be changed to the mayor.

Councilor Plaugh asked that Mr. Gaines provide a legal opinion to Council that outlines the sections of the state code that reference how the city manager's duties become that of the mayor even though they are not included in the mayor-council form of government portion of the state code. She noted that the council responsibilities that are listed under the council-manager form of government also get lifted over and put under the mayor-council form of government.

Mr. Kenneth E. Gaines, Esq., City Attorney said yes, those are your legislative duties.

Councilor Plaugh asked Mr. Gaines to specify which duties aren't lifted over. She asked where in the statute Mr. Gaines is vested to give that legal opinion.

Mr. Kenneth E. Gaines, Esq., City Attorney said the legal opinion is that the mayor exercises all of the duties in Chapters 1 through 17 and because of the unique nature of the council-manager form of government it appears that the legislature wanted to clearly delineate those specific duties.

Councilor Plaugh asked if there are any existing opinions that verify this.

Mr. Kenneth E. Gaines, Esq., City Attorney said he hadn't seen one, but this is the way it's done in other places that operate under the mayor-council form of government and the Municipal Association's handout also indicates that.

Councilor Plaugh asked how that contrasts with the council responsibilities. She said it is strange that you can pick up another section of code and apply it elsewhere.

Mr. Kenneth E. Gaines, Esq., City Attorney said under the council form of government, the council does both legislative and administrative duties. He said you still have those duties; it bleeds over.

Councilor Davis said the model separates the administrative and legislative responsibilities. He asked Mr. Gaines to be more precise when explaining the specifics for the legislative branch and the administrative branch as he continues to move forward with the explanation.

Councilor Plaugh said Mr. Gaines' legal opinion makes her pause, because under the council-manager form it says that council "shall" establish other administrative departments and assign and distribute work, but under the mayor-council form of government, it says we "may". She asked which is correct, shall or may.

Mr. Kenneth E. Gaines, Esq., City Attorney said you would apply the one under the statute; you wouldn't bleed it over. He said you must have the ability to operate as a government.

Councilor Plaugh reiterated her request for a legal opinion on that matter.

Mayor Benjamin referenced §5-9-10. Applicability of Chapter 7, which reads as follows: *Except as specifically provided for in this chapter, the structure, organization, powers, duties, functions and responsibilities of municipal government under the mayor-council form shall be as prescribed in Chapter 7.*

Councilor Devine said the questions they received from citizens are more practical such as who a citizen would call for assistance.

Mr. Kenneth E. Gaines, Esq., City Attorney said the administrator is hired by council to assist the mayor and can be fired by council.

Councilor Devine said the administrator would work solely for the mayor. She asked if there is provision for the mayor to allow that administrator to be a direct contact for councilmembers with constituent concerns.

Mr. Kenneth E. Gaines, Esq., City Attorney said he doesn't think it would be a problem, but you couldn't direct.

Councilor Devine said the Mayor has made it clear that they can't direct, but they currently contact the City Manager to address constituent concerns. She asked if this will be acceptable under the mayor-council form of government. She asked if there would be implications for councilmembers if they couldn't contact the mayor directly. She asked if the mayor has the authority to allow council members to contact the city administrator to get constituent concerns resolved. She said everyone needs to be clear on what councilmembers can do and what ability they would have to get constituent concerns resolved. She asked if the establishment of departments and functions would continue to be the role of council under the mayor-council form of government.

Mr. Kenneth E. Gaines, Esq., City Attorney clarified that "may" is permissive and "shall" grants authority. He said under Chapter 9. Mayor-Council Form of Government a responsibility of the mayor is to *insure that all laws, provisions of Chapters 1 through 17 and ordinances of the council, subject to enforcement by him or officers subject to his discretion and supervision, are faithfully executed.*

Mayor Benjamin added that if the mayor doesn't, he's subject to removal.

Councilor Devine said the departments are still a function of council. She asked if the mayor has a desire to consolidate, eliminate or create any departments would that come as a request to council for approval.

Mr. Kenneth E. Gaines, Esq., City Attorney said yes and referenced §5-9-40, noting that it is permissive.

Councilor Devine also asked if staff will continue to have grievance procedures and if the grievance committee is appointed by the mayor or council.

Mr. Kenneth E. Gaines, Esq., City Attorney said the mayor would appoint that committee if the manager currently appoints them.

Councilor Devine asked if the employees are subject to being hired and fired by the mayor.

Mr. Kenneth E. Gaines, Esq., City Attorney said yes; they are at-will employees.

Councilor Baddourah asked if the mayor would be able to overrule decisions that a councilmember makes in regards to a neighborhood request.

Mr. Kenneth E. Gaines, Esq., City Attorney said the mayor would direct.

Councilor Baddourah said that a councilmember would not have good representation of his council district, because the strong mayor can overrule the councilmember or an administrator.

Mr. Kenneth E. Gaines, Esq., City Attorney said he is not prepared to address that.

Mayor Benjamin asked who hires the mayor under the mayor-council form of government.

Mr. Kenneth E. Gaines, Esq., City Attorney said the voters. In response to Ms. Plough's question from last night, he noted that Mayor Riley stands at the podium with Council around him in a semi-circle while he conducts the meetings.

▪ **Council opened the meeting for public comments at 7:15 p.m.**

Ms. Christie Savage said she has been trying to reach her councilperson for a week to tell him what's on her mind; to tell him what the community feels; and to make sure that he keeps his commitment to our community. She said there are at least three (3) attorneys involved with the process and you have the advice of a paid fulltime attorney, but you do not know what you are doing; you do not understand the full ramifications of what's being proposed, yet you want to rush the community to do this by November 5th. She said you cannot concisely say what the mayor can do and you need to take the time to do that. She insisted that a process needs to be established for the general community and the business community in terms of how this is going to happen. She is not opposed to voting on this, but she is opposed to voting on November 5th. She said we need a forum for questions to be answered. She urged Mr. Davis to take his time and she reminded him of the commitment made to District One.

Ms. Emily Cooper said she received a call from Rev. Rudy Barnes who served as a councilmember under Kirkman Finlay and a strong mayor form of government. He told her that if we have a strong mayor and it's not the right one, the person who can hire and fire opens the door for corruption. She approved of Ms. Savage's comments, noting that too many questions have been asked tonight that they haven't thought of. She said you have a responsibility; don't blow it.

Councilor Devine clarified that it was a council-manager form of government and that she has a lot of people say that you don't need a strong mayor form of government to have a strong mayor and strong leadership; Kirkman Finlay was a great example of that.

Councilor Plough said we have a strong mayor right now.

Councilor Devine concurred.

Ms. Eady Roe Willard, Republican Party Chair said she has been one of the observers at the Richland County Election Commission and their staff has done a wonderful job going over the petitions bit by bit. She said this is not a partisan issue and she is an alternative to our Attorney General to show that people in both parties can disagree. She said this is not about today's mayor; this is about the type of government we will have in the next century. She said we had this form of government 50 years ago and she would like to know why we switched it. She expressed her disappointment in not being able to view the ordinance online last week. She said the average voter doesn't talk about this all the time; this is not the first thing they think about every day. She asked Council to give the voters an extra month to become informed about this.

Mr. Robert Johnson said it may be a good idea to do this; however, as he talked with the city attorney he was hoping that someone who has been a strong mayor could explain the ins and outs of it. He said that some of his questions have been answered, but he needs more information. He noted that even though the Affordable Healthcare Act has been a law since March 2010, our state representatives have not tried to explain the good points of the plan to us. He hopes there will be a massive effort to educate the public. He said if he was voting at this moment, he would vote for a strong mayor.

Ms. Karen Weinkel said not planning properly can sometimes lead to poor results. She expressed concerns about providing short notice for the first meeting and then meeting in such a small venue. She asked for more notice and more information on the two options.

Ms. Minnie Wilson-Bivins said we need a good explainer in chief and Council needs to use the microphones for the audience to hear and understand what is being said. She said they thought they selected top notch people and if you trust us with that duty you can trust us with handling this. She said more information should be provided. She said a strong mayor should have checks and balances just like a city manager and city council. She said there may not be enough town hall meetings in each district. She said this is about a fulltime job and when a woman is elected as the next mayor she should not have to worry about providing for her family. She said we are not Charleston or Charlotte, but we are the capital and we should be better.

Mr. Oliver Francis said we need to look in the mirror and decide if we want to stay the same or change. He said he voted for four people on Council and earned the right to vote on the change in government. He said some people don't know what the council-manager form of government is. He said it's all about power. He is concerned about Columbia. He said neighborhood associations don't want to give up their power. He said we should hold the mayor accountable if something happens in Columbia; we have seven chiefs and

no Indians. He said we need to go forward; we are procrastinating about nothing. He asked for the opportunity for the voters to decide; as the capital of South Carolina, we need to be the trendsetters. He said we've had five city managers since 2001 and ten police chiefs. He urged Council to do the right thing.

Mr. Rusty DePass said this whole process has been very, very poorly handled. He said the mayor is a strong mayor and he deserves the lion's share of the credit for this being poorly handled. He said that seven people have come together from various places across the City of Columbia in order to reach consensus and run the city and it has worked pretty well. He said Mayor Finlay was a strong mayor and he didn't need to change the form of government to get things done. He said this Council has incurred \$850 million worth of obligations for the taxpayers for the City of Columbia this year. He said you are on the wrong track if you think that changing the form of government is going to solve your problems.

Mr. Joseph Azar asked if the ordinance was changed from last week. He said last week's ordinance said you would approve this election if the petitions came through. He asked if this week's ordinance says that you will approve the vote whether the petitions come through or not.

Mayor Benjamin said that's not what the ordinance from last week said.

Mr. Joseph Azar said last week Council voted that if the petitions came through the referendum would be approved. He asked what the motion on the floor is.

Mayor Benjamin said the ordinance before us is to hold the referendum on November 5th. He explained that the city attorney recommended an amendment that has not been accepted by Council and Ms. Devine has a motion on the floor to hold an election on December 3rd.

Councilor Devine clarified that her motion is to hold a special election on December 3rd upon receipt of a verified petition.

Mr. Joseph Azar said you want this referendum on November 5th in disregard to what you had last week. He asked how can citizens understand it if you don't. He said more time is needed for us to do it, especially if the city code has to be changed. He said if the mayor is to be paid \$250,000 as a fulltime mayor, then why would we need to hire an administrator. He said if you want to do it correctly and give the people time to understand what's going on and save time and money for the citizens then have the general election and the referendum in 2014 when the governor is up for election. He noted that Mayor Finlay came in after the form of government was changed and he worked under the system we had. He said the citizens got rid of the system that is being proposed, because of the corruption and cronyism.

Mr. Dean Slade stated that we really need a chief executive officer and right now that role fits with the city manager. He said that's not the right place for a chief executive officer to sit. He said the city is set up much like a nonprofit corporation. He said a

visionary is needed to bring Columbia to where we want it to be in the next 10, 15, 20 years. He said the population is expected to increase by 450,000 people in this region. He said this can't be done part time or through a committee, because everything moves so fast. He said if you are not thinking ahead then you won't be able to make the needed progress to remain competitive; running a city is like running a business. He said we can't say that we have a strong mayor when the city manager is the chief executive officer. He said the role needs to be properly defined and embodied in an elected official that we can hold accountable.

Ms. Diane Wiley said \$17,000 is not very much money for a whole year; he's an on-call mayor. She said all of you are doing a good job and he is strong. She said something has to be done. She said (zip codes) 29203 and 29204 are being neglected. She said we have real serious problems with liquor stores, mom and pop stores and gangs. She urged everyone to support our mayor and give him a chance like you did the others ones in the past. She said we as a capital should be proud of our city and not comparing it to other places. She urged Council to go behind closed doors and fuss. She said we need a change.

Ms. Ellen Cooper thanked Council for waiving privilege so that Mr. Gaines could further confuse her tonight. She said this has nothing to do with the mayor or the upcoming election; she always wanted to separate the two issues by having an election for mayor and councilmembers and another election on the form of government. She said that Mayor Benjamin has worked hard for the City of Columbia and he has certainly been supportive of our neighborhoods. According to the Robert Rules of Order, she said that Council needs to vote on the substitute motion and if it fails then they would vote on Mr. Runyan's motion. She urged Council to vote for the substitute motion so that the issues can be separated and we can have more time to be educated on what this really is.

Mr. Willie Henry said he is not in favor with changing the form of government, because the mayor should not have the power to hire and fire a person; that's a seed of corruption. He said city employees should not be beholden to the mayor for their jobs; that should be done by a third party. He said we don't know anything about what a strong mayor is. He urged Council to not rush this election. He said he hasn't been convinced that changing the form of government is better for Columbia. He said if the council and mayor work together, we can accomplish some things without changing the form of government.

Ms. Elaine Cooper said she lived through a strong mayor in Chicago. She said we don't have term limits on our mayor. She said she never gets a return call or email from Mayor Benjamin or Councilman Newman. She said she hears from other strong city councilmembers like Ms. Devine, Ms. Plough, Mr. Baddourah, Mr. Davis and Mr. Runyan. She said we are desperate in Columbia for some form of checks and balances on each and every issue.

Mr. Robert Johnson urged everyone to get a copy of the League of Women Voters brochure on the forms of government.

Ms. Martha Roblee, President of the League of Women Voters of the Columbia Area said they prepared the brochure. She announced that they are holding two information sessions on the forms of government on October 3rd and 17th at 5:30 p.m. at the USC Law Auditorium.

Ms. Henrietta Baskins, Executive Director of the Greater Columbia Community Relations Council said they are a neutral party and on September 25, 2013 at 5:30 p.m. the organization will hold a forum presenting both sides of this issue at the Eau Claire Print Building. She said the forum is not to decide whether it should or should not be on the ballot.

▪ **Council closed the public comment portion at 8:01 p.m.**

Councilor Plough said the substitute motion doesn't include an implementation date. She asked Mr. Gaines to elaborate on what needs to be in place for it to be effective.

Mr. Kenneth E. Gaines, Esq., City Attorney said you have to amend the city code, employee handbook, policies or directives currently directed at the city manager, and conduct a public hearing to adopt a budget amendment to accommodate the salary. He suggested an implementation date of July 1, 2014 when the new budget begins. He said there may be other things that need to be changed.

Councilor Plough said those things need to be done, because we are putting in place the proper checks and balances that people would expect. She said the challenge is that we are dealing with the mayor who has administrative and legislative roles.

Mr. Kenneth E. Gaines, Esq., City Attorney said the manager's duties are scattered throughout the code. He said you will substitute the duties of the manager with the mayor as specified by the code.

Councilor Devine said she proposed the substitute motion, because the signatures have not been verified; we are supposed to receive that tomorrow, but we may not. She said the ordinance is reconsidering the ordinance we did a month ago. She said we are setting an election without a petition process. She said the main reason she suggested December 3rd is because she recognizes that regardless of how the signatures were gathered, we will have to put it on the ballot if we get verified signatures. She has heard from a lot of people who don't know what they are voting on. She said it's irresponsible to rush this. She acknowledged the need to save money, but to ensure the integrity of our democracy it's worth it to spend more money to have another election where people have an opportunity to really know what they are voting on and an opportunity to ask their questions. She said we haven't had the forums and having more time within the timeframe of the statute is prudent. She said we are not stopping anyone from voting; we are allowing the citizens the opportunity to exercise their God-given right to vote their conscience. She said it is incumbent upon us to make sure people are armed with the right information when they go to the polls. She is concerned because we continue to have questions that can't be answered. She said there are the legal aspects of it, but what does it mean in practice. She insisted that this is not about power; it's about equal

representation. She respectfully asked her colleagues to consider the amendment; it gets us to where we need to be; it gets the citizens voting, but there is no harm in giving citizens 30 more days to ask the right questions.

Councilor Baddourah asked if the substitute motion is contingent upon the receipt of a certified petition.

Councilor Devine said yes, whenever the certified petition is received.

Councilor Baddourah asked if we will receive the certified petition soon.

Mr. Kenneth E. Gaines, Esq., City Attorney said we don't know that.

Councilor Davis said he always had respect for the petition process; they fought for the 4-2-1 Plan and they went through the process. He reiterated his position of not having the right to deny anyone the right to vote. He expressed concerns, because the position he expressed was based on the certification of the signatures; that's the credibility that he stands on. He said everybody knows where he stands. He said the mayor is strong and he is a visionary. He said when you visit Charleston, you have to go through some neighborhoods and that's why he takes the position of not supporting the strong mayor form of government. He said there is a commitment to allow the people to vote. He said tantamount tonight is the verification of those numbers and discussions should include those things so that the people can make up their minds as to whether or not we need to entertain the question of changing the form of government. He said he can personally live with it being in November, December or January.

Councilor Plough said she really paused and thought here we are again, doing the city's business, doing it in an awkward way. She expressed concerns about doing things as a special called meeting. She said it is important to separate the election from the referendum and if we act before getting a certified petition we have preempted what our citizens have tried to do. She said through an aggressive effort, we encouraged citizens to know about what's going on. She said it's like taking a poll and not waiting for an outcome and that doesn't feel right to her. She said we need to know the outcome and Ms. Devine's motion to hold the election on December 3rd contingent upon waiting to see what happens with the certification of the petition makes sense. She made a friendly amendment to Ms. Devine's motion by inserting an effective date of July 1, 2014 to allow staff ample opportunity to prepare amendments to codes, handbooks and policies, which will all funnel back to City Council for approval.

Ms. Devine accepted the friendly amendment.

Mayor Benjamin asked the City Attorney what the Attorney General says about the effective date.

Mr. Kenneth E. Gaines, Esq., City Attorney reported that the Attorney General said you can pick a date of implementation if you pass it by ordinance; if it's in the petition you will have to comply with the date that's in the petition. He said there is no date of implementation in the petition; you can pick a date of implementation.

Mayor Benjamin said he has watched several of his colleagues vote time and time again to deny the citizens of Columbia the opportunity to be heard on this issue, regardless of their position. He said he speaks to people every single day who do not share his position on changing the form of government, but who feel very strongly that it's their right to make that decision and not this Council's right to make that decision. He said when we start talking about subverting the process of a petition drive that was launched in response to this Council's refusal to give people the right to vote; when we start talking about the God-given right to vote when we've acted accordingly for the last several years, he finds that interesting. He stated that last year, all but one member of this Council voted to change the city election date to November of odd numbered years for one simple reason, to increase voter turnout. He said working in concert with the League of Women Voters and others we knew that a government would be more responsible, accountable and better government overall, because more people would be involved in the process of improving their government. He said that's the reason we went to November; that's the reason we went to November in odd years, because we didn't want to get caught up in the politics of the day. He is afraid that some here want to effectively reverse that principle and that some want to suppress voter turnout. He said we should stand up for democracy; democracy votes in November and not when it wants to. He said we could have spent the last two months educating voters. He said by all indication, there's a sense here that the petition drive called on by the citizens and the business community was quite successful; we have been forced to this point. He said the truth is that Council has been discussing this debate for at least 20 years; we've had forums, debates, public discussions and hearings ad nauseam. He thinks that sometimes the questions are designed to delay and confuse you. He stated that 9 years ago the Columbia Commission on Restructuring and Government Reform held a series of public hearings across this city; in January 2010, Council voted unanimously to hold more public forums "to educate and communicate with the citizens of Columbia about the strong mayor form of government" at the request of Ms. Devine; over the past two years we've had multiple public discussions excluding tonight and the two separate forums Ms. Plough held in District Four; and Scott Slatton of the Municipal Association has given his presentation on the forms of government at least three (3) times since May of 2012. He said when Council considered this question last month, those who opposed it argued that 84 days was not enough time to educate the voters, but now several of those same opponents argue that 76 days is plenty of time to educate voters. He said we need to start educating voters here and now. He said if the city manager has the authority to do it now, then a mayor would have the authority to do it under the mayor-council form of government; the job description is spelled out in the statute. He said that council will continue to have the authority to make appointments to boards and commissions. He said that the mayor would draft the budget, but final approval must come from the council. He said council holds tax and bonding authority now and would continue to do so under the mayor-council form of government. He said neighborhoods do not select the city manager, but they take a very direct role in selecting a mayor. He said Council has the authority to remove the mayor or any member of

council under any of the three (3) forms of government pursuant to §5-7-200 and §5-7-210; the council decides if there are grounds to remove a mayor. He noted that the people have the right to remove the mayor once every four years; they have absolutely no authority to remove a city manager. He said this isn't a Chamber of Commerce or some faceless group representing this issue. He said his former boss and former democratic Governor Jim Hodges is co-chair of the effort along with former Attorney General Henry McMaster and former State Representative and NAACP leader Jim Felder, local author and educator Ashley Wilkerson, State Representative James Smith, Deacon Durham Carter, CCN President Dean Slade, Sabrina Odom as the Executive Director of the North Columbia Business Association, Heyward Bannister, Geraldine Carter, Ms. Minnie Bivins, Coach Oliver Francis, Evelyn Crosby, Jeff Dimmery, James Wiles, Bambi Gaddis, C. Carrol Heyward, Susie Heyward, Tiffany James, Brian Murrell, Molly Roe, Dr. John Stucker, Richland County oldest voter Ms. Danella Wilson, and 12,619 of her fellow city residents are saying let me vote and let me vote now; justice delayed is justice denied. He cited the number of citizens that signed the petition from each Council district: 3,753 voters from District One; 3,950 voters from District Two; 3,372 voters from District Three; and 1,545 voters from District Four. He insisted that these citizens are not from some special interest group; they are the people and we need to listen to them. He said someone suggested raising the salary to \$150,000 a year for a weak mayor under this form of government. He said this is not about money; it's about accountability and letting the people vote; it's about having an accountable form of government and hiring a chief executive officer who answers to the people of this city.

Councilor Davis asked if they can have further discussion on the validation process.

Ms. Teresa Wilson, City Manager said we called Richland County in an attempt to give you the clarity you need tonight and we've ascertained from Mr. Jackson that they are in a quality control process of the verification. She said she is not sure what all that entails. She added that Mr. Jackson asked that we be prepared in the morning to come and pick up information from him. She reported having attempted to find out what we will be picking up. She said that staff is prepared to have a very secure process in place to pick up whatever Mr. Jackson has for us.

Councilor Plough said she emailed the City Manager asking that Mr. Jackson be here tonight. She recalled that we made an effort to do that last week, but he was not available. She said tonight his is in training and could not be available.

Mayor Benjamin asked what type of clarity we are seeking from Mr. Jackson.

Councilor Plough said clarification on the validation process. She said this is a very important vote tonight that affects the whole approach on the city going forward.

Councilor Devine said the process doesn't matter, because as we vote tonight we do not have a certified petition. She asked if Council is comfortable with moving forward without a certified petition or is Council comfortable waiting on a certified petition. She said we are in the same position we were in last week.

Mayor Benjamin noted that a certified petition is the reaction to this Council's declination to give people the right to vote. He said if in fact there is an election as a result of the petition it is because the people have compelled you to have an election; not because you chose to do it, you've been forced to do it. He said we need to make the determination as we did last year when we set the general elections in November to try and maximize voter turnout; that's the day we should be setting this election for.

Councilor Devine acknowledged that we are here because of the petition; that's not a question. She said under the petition there is a window of time to put it on the ballot and the question is whether or not there needs to be a discussion and to be able to affirmatively answer questions that our citizens have about this issue. She agreed that we had plenty of time to discuss this, but when it was voted against last year the mayor did not ask for continued dialog on it. She said the mayor did not bring this up when Steve Gantt had a year left and we were looking for a new city manager; at that point we could have made the November 5th ballot. She said the Mayor gave this Council a one week notice to discuss this. She said if it was so important to be discussed, you or anyone else could have raised this. She recalled that on August 6th prior to National Night Out, as the last item on the agenda the Mayor asked for a meeting a week later to discuss the forms of government. She said time is not just our fault; it is your fault as well.

Mayor Benjamin recalled that a week later the Council summarily dismissed again the opportunity for citizens to have a right to vote and several weeks later the citizens turned in over 12,000 signatures. He said some who support moving this to December are hoping to suppress voter turnout. He is happy and confident that the people of Columbia will have an opportunity to act if you choose not to act on the original motion made by Mr. Runyan.

Councilor Runyan asked how many signatures were needed on the petition and how many were received. He recalled the previous arguments he heard when he and Mr. Baddourah sat in the council meetings as observers before joining council. He said they've heard time and time again that no one is interested in having a referendum. He asked what the threshold for interest is; what if there are only 10,000 certified signatures; what if only 2,500 people in each council district want to be heard on this. He asked if that constitutes no interest in having a referendum on this. He said we have an ethical and moral obligation to honor the will of the voters. He said we owe that to them and we owe them to do it on November 5th when we already have an election scheduled. He said we can discuss this in seven (7) weeks, understand it and then make an informed decision on this. He said there is clearly interest in having this question heard and we will have validation of that very shortly.

An unidentified individual in the audience asked if the election can be held in 2014.

Mayor Benjamin replied that if a petition is received, an election cannot be held in less than 30 days or more than 90 days.

Councilor Devine said the question for her is not a certain number of signatures or people saying there's interest. She said if this petition was truly generated by the citizens being given fair and adequate information that would be one thing, but she has received too many calls about how the petition was handled. She said it wasn't done in a manner that says this is what the citizens want us to talk about. She said the citizens want us to talk about how we are going to respond to the EPA consent decree; how we are going to fix ditches and pot holes; and how we are going to provide police protection. She said we have been here for several nights on this issue; that shows interest, but it's not high on the priority of moving forward. She said we have a legal responsibility to put this on the ballot once we receive a certified petition. She asked if we are going to answer these questions or continue to give rhetoric to people.

Councilor Davis asked when we will get the certification.

Mr. Kenneth E. Gaines, Esq., City Attorney said we don't know; they have been very tight lipped about the process.

Councilor Newman said he thought it was a simple question last week. He said we strayed away from the conversations last week and last night and we continue to stray away tonight. He said the problem with this conversation is that people are confused about what strong mayor is, because they are getting rhetoric from people on both sides of the argument that are trying to skew aspects of it and garner your support. He said the reality is that this is a very serious decision, but we are over complicating this decision by not providing general information about it. He would prefer spending more money on marketing this information through public relations or other options. He said he was questioned on this while campaigning in 2010 and 2012; this is the third time this discussion has come up; and he will be supporting a November 5th referendum. He said our electorate can understand the situation. He said the pamphlet provided by the League of Women Voters is excellent and his preference is to continue the discussion, continue to provide objective materials and move forward with a vote on this.

Councilor Davis contended that he has separated the two issues. He said he doesn't want to be perceived as denying anybody the right to vote and as much as he loves this city it doesn't sound good when you're being accused of doing that, especially when you've put in a little bit of sweat and tears at the feet of people who really had a vested interest in this city such as Matthew Perry, John Harper, Modjeska Simpkins, Attorney Lourie and everybody that has stepped forward to make contributions. He said serving has been a privilege for him; he knows where he stands; and he wants other people to tell him where they stand. He said he was perfectly clear why he took the position he took on the last vote with two contingencies: a petition and education.

Mayor Benjamin said instead of spending \$150,000 on a separate election, we could spend one-third of that and buy \$50,000 worth of media/television time to get the information out in addition to other wonderful educational efforts over the next month and a half. He said he will vote against the substitute motion.

Upon a substitute motion made by Ms. Devine and seconded by Ms. Plaugh, Council voted four (4) to three (3) to give second reading approval to revised Ordinance No.: 2013-111 – An Ordinance to Set a Special Election on the Question of Changing the Form of Government from Council-Manager to Mayor-Council, subject to setting a special election on December 3, 2013, if the City receives a certified petition. Voting aye were Mr. Baddourah, Ms. Plaugh, Ms. Devine and Mr. Davis. Voting nay were Mr. Runyan, Mr. Newman and Mayor Benjamin.

Upon a motion made by Mr. Newman and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 9:01 p.m.

Respectfully submitted by:

Erika D. Moore
City Clerk

Attachment: SPC_MN_09_18_2013 (1237 : Approval of Minutes)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Columbia Firefighter Appreciation Month

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- firefighter_appreciation_month (PDF)



City of Columbia
A Proclamation

WHEREAS, firefighters have one of the nation's most hazardous professions requiring physical strength, stamina, extensive training, courage and selfless commitment to protecting our citizens; 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 the past 50 years in the fight against neuromuscular diseases; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful for to the Columbia's firefighters whose 2013 "Fill the Boot" campaign will assist them in providing medical education seminars at no cost to local children and families; and

WHEREAS, the Muscular Dystrophy Association is sponsoring Columbia Firefighter Appreciation Month for the month of March, 2013 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 serve the people of Columbia.

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 the month of March 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

Leona Plough
District IV, Council Member

Brian DeQuincey Newman
District II, Council Member

Cameron Runyan
At-Large, Council Member

Moe Baddourah
District III, Council Member

Attachment: firefighter_appreciation_month (1199 : Columbia Firefighter Appreciation Month)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Marvin Chernoff Day Proclamation

FINANCIAL IMPACT:

SUMMARY:**ATTACHMENTS:**

- Marvin_Chernoff_Day (PDF)



City of Columbia
A Proclamation

WHEREAS, Mr. Marvin Chernoff rose from humble beginnings in Brooklyn, New York to become one the most well respected and influential individuals in the City of Columbia and throughout the State of South Carolina; and

WHEREAS, Mr. Chernoff relocated to Columbia, having already garnered national attention as a first-class political consultant and media relation expert, in order to run Charles "Pug" Ravenel's 1974 campaign for Governor of South Carolina; and

WHEREAS, Mr. Chernoff continued his political career with the creation of Chernoff/Silver and Associates following the Ravenel campaign and went on to work with a number of high-profile campaigns including Bill Clinton's successful 1978 Arkansas gubernatorial election; and

WHEREAS, Mr. Chernoff leveraged his political experience into business success transforming Chernoff/Silver and Associates into a full-service advertising/public relations agency which, at its peak, had about \$80 million in capitalized billing, 100 employees, and a slew of regional and national accounts; and

WHEREAS, in addition to his professional success, Mr. Chernoff has repeatedly demonstrated his commitment to his community and has served on numerous boards including the Cultural Council of Richland and Lexington Counties, the South Carolina Humanities Council, the Columbia City Ballet and Trustus Theatre as well as on Mayor Steve Benjamin's 2010 Transition Team where he served on the Arts and Historic Preservation Committee; and

WHEREAS, Mr. Chernoff has received numerous accolades and awards including three times receiving the SC Business in the Arts Award, being named the Greater Columbia Chamber of Commerce Ambassador of the Year, the Mayor's Corporate Citizen of the Year award, the Elizabeth Verner Award for contribution to the arts in South Carolina and the Order of the Palmetto for his contributions to education; and

WHEREAS, the City of Columbia thanks Mr. Chernoff for his many contributions to our world-class city and for exemplifying our highest traditions of dedication, leadership and service.

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 4, 2014 as

Marvin Chernoff Day

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

Leona Plough
District IV, Council Member

Brian DeQuincey Newman
District II, Council Member

Cameron Runyan
At-Large, Council Member

Moe Baddourah
District III, Council Member

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Bow Tie Day Proclamation

FINANCIAL IMPACT:

SUMMARY:**ATTACHMENTS:**

- bow_tie_day (PDF)



City of Columbia
A Proclamation

WHEREAS, Columbia is now proudly decorated with the Guinness Book of World Records record for the most bow ties tied simultaneously; and

WHEREAS, the previous record of 417 bow ties tied was set in Birmingham, England in 2012, and Columbia shattered the record by having over 823 people tying their bow ties at the same time; and

WHEREAS, "Tie Us Together" is a partnership among Brittons of Columbia, City of Columbia, Columbia Convention and Visitors Bureau and the University of South Carolina Dance Marathon (USCDM); and

WHEREAS, all proceeds from this event benefits the Palmetto Health Children's Hospital, founded in 1983 as South Carolina's first children's hospital; and

WHEREAS, USCDM is currently in its fifteenth year, the largest student-run philanthropy on campus and has raised over \$1,000,000 for the Palmetto Health Children's Hospital, and continues to grow each and every year; and

WHEREAS, the City Of Columbia congratulates Perry Lancaster, Lucky Levinson, Stacy Levinson, Arnold Levinson, Fay Levinson and the over 800 participants on helping tie the community together in honor of Palmetto Health Children's Hospital.

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 4, 2014 as

Bow Tie Day

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

Leona Plough
District IV, Council Member

Brian DeQuincey Newman
District II, Council Member

Cameron Runyan
At-Large, Council Member

Moe Baddourah
District III, Council Member

Attachment: bow_tie_day (1201 : Bow Tie Day Proclamation)



CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Run Hard Columbia Marathon

FINANCIAL IMPACT:

SUMMARY:



CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Bull Street Development (Columbia Common) and Multi-Use Entertainment Venue

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- Update: Bull Street / Multi-Use Entertainment Venue and Surrounding Development (PDF)

UPDATE: Bull Street / Multi-Use Entertainment Venue and Surrounding Development

March 4, 2014



We Are Columbia

BUILD COLUMBIA

The Blueprint for a World Class City

Definitions

- * HDC – Hughes Development Corporation
- * HBC – Hardball Capital
- * MiLB – Minor League Baseball Association



Overview

- * Amendment to the Development Agreement
- * Multi-Use Entertainment Venue License Terms
- * Financing
- * Economic Impact
- * Future Council Actions
- * Questions

Amendment to the Development Agreement

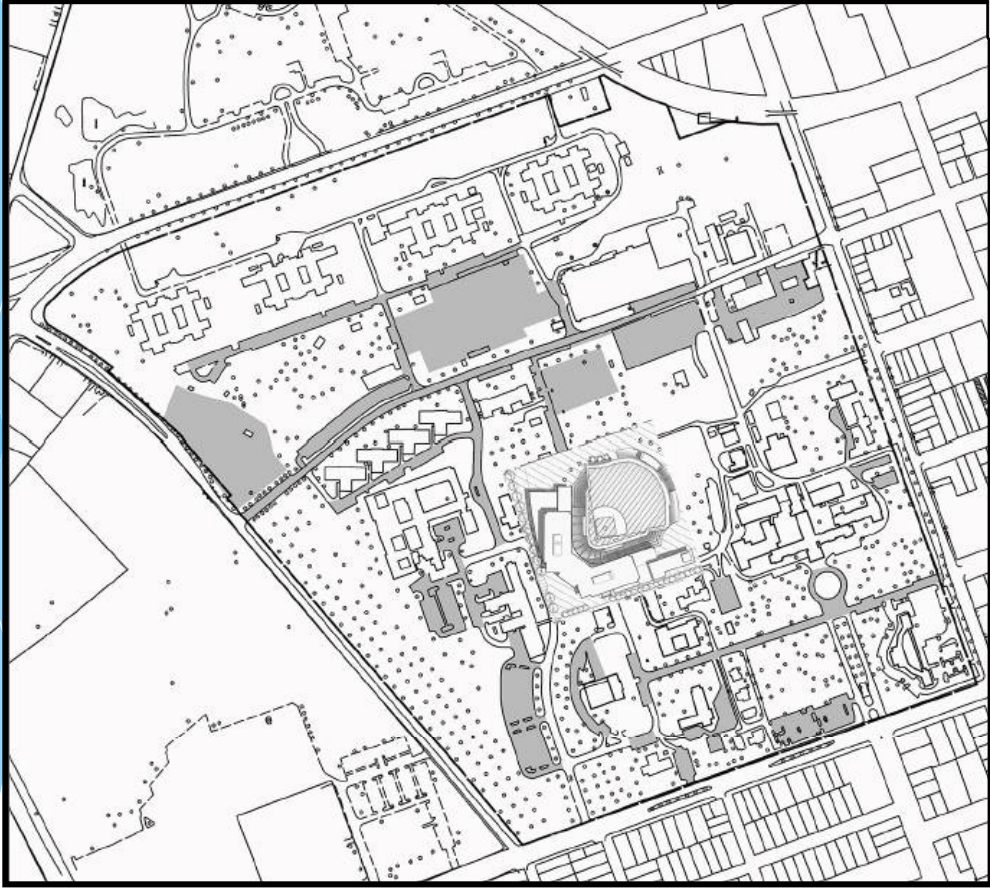


Amendments

- * Donation of land
 - * For multi-use entertainment venue
 - * For parking facilities at appropriate time during development
 - * Acknowledge Hughes retention of vertical rights (per above)
- * Recognize Hughes will be involved in design of multi-use entertainment venue

Amendments (cont.)

- * Additional parking considerations
- * Remove parking garage trigger if baseball moves forward
- * Work with Hardball to fulfill MiLB parking commitment



Multi-Use Entertainment Venue License



Item

Term

Term of Agreement

30 Years

Cost of Venue

Not to exceed \$35M

Hardball Initial Contribution

\$6M

License Agreement Conditions

1. City Council approval
2. Execution of Venue Development Agreement on or before May 1, 2014
3. Satisfaction of Venue Development Agreement conditions by August 1, 2014
4. Execution of Bull Street Development Agreement amendments by April 1, 2014
5. Approvals by MiLB
6. Satisfactory proof of Hardball's ability to pay \$6M

Hardball Development Contribution

- Up to \$516,000/yr until \$60M of (not City or venue-related) taxable development in Columbia Commons
- Revenue maintained in segregated account for Columbia Commons parking & infrastructure

6.a

Item

Term

Performance License Fees

- City receives \$1/ticket in excess of 275,000 attendance
- Funds to be deposited to City Capital Fund

City Events Concession Split

- 50/50 split of net revenue for City events
- Funds deposited into City Capital Fund

City Events Revenue

- City keeps 100% of net ticket sales, advertising, & non-baseball merchandise revenue
- Funds deposited into City Capital Fund

Advertising Revenues

Hardball retains

Broadcast Rights

Hardball retains

Item

Term

Parking Operations & Commitments

- Prior to City-built garage, Hughes/Hardball will fulfill any MiLB parking requirements.
- When City garage is built, City and Hardball will partner to use portion of facility for VIP parking.

Facility Maintenance

- Hardball to perform routine maintenance.
- City Capital Fund will cover costs of major maintenance.

Operational Expenses

Hardball to cover all operating expenses, including utilities, security & Fire Marshal

Shortfall Funding of City Capital Fund

If fund balance does not total \$250K per year, Hardball will make up the difference in order to maintain minimum annual amount of \$250K.

Naming Rights

- 50/50 net split up to \$350K.
- City retains 100% of amount in excess of \$350K.
- City proceeds goes into City Capital Fund.

Item

Term

Use of Facility for City Events

City can conduct up to 20 City events per year.

Board of Advisors

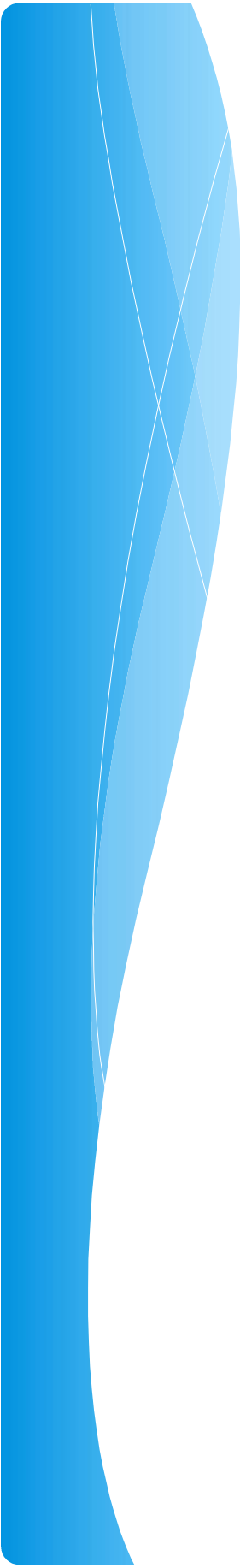
- 1 member appointed by Hughes Development
- 1 member appointed by Hardball
- City CFO
- 1 member appointed by City Council
- 1 member appointed by majority of other Advisors

Community & Youth Support

Incorporated into agreement

Financing

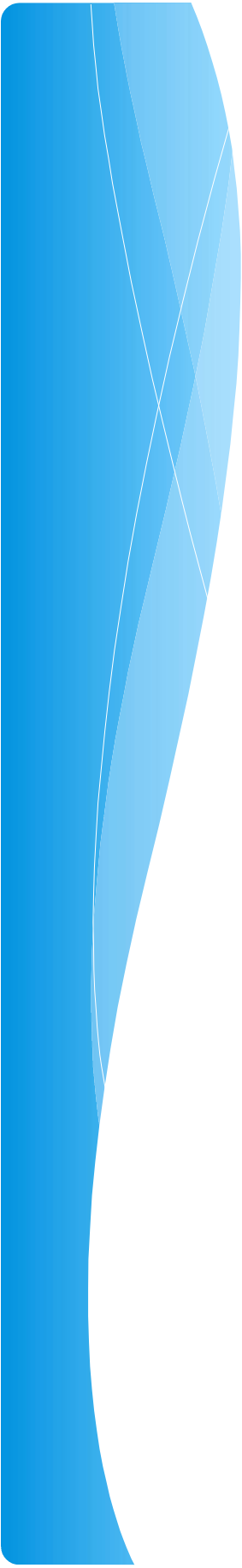




Columbia Common Development Agreement

Columbia Common Development Agreement	Phase/Year					Total
	1	2	3	4	5	
	Bond Cycle 1 of 4 (Issued YR 1)	Bond Cycle 2 of 4 (Issued YR 3)		Bond Cycle 3 of 4 (Issued YR 4)	Bond Cycle 4 of 4 (Issued YR 5)	
Tree Allee	-	-	-	-	-	-
Harden St. Pump	-	-	-	-	-	-
Site Improvements, Etc.	1,200,000	3,400,000	1,250,000	8,000,000		13,850,000
Storm Water	300,000	1,925,000	300,000	750,000		3,275,000
W&S	625,000	1,400,000	600,000	3,500,000		6,125,000
Public Roads	1,150,000	1,650,000	950,000	5,000,000		8,750,000
Other Utilities	375,000	375,000	75,000	500,000		1,325,000
Other Improvements	275,000	275,000	138,000	500,000		1,188,000
Total	3,925,000	9,025,000	3,313,000	18,250,000		34,513,000 (Mid-Pt Pricing)
City Obligation						
per Development Agreement	5,250,000	7,965,842	2,179,342	15,840,816		31,236,000
(by phase)						
Parking Obligations						
per Development Agreement		12,000,000			13,890,000	25,890,000
Total by Phase/Year	5,250,000	19,965,842	2,179,342	15,840,816	13,890,000	57,126,000
Funding Source						
Hospitality Bond	-					
RB	5,250,000	-	22,145,184	15,840,816	13,890,000	57,126,000
Other (Cash)	-	-	-	-	-	-
Total Funding by Phase/Year	5,250,000	-	22,145,184	15,840,816	13,890,000	57,126,000

Columbia Common Development Agreement Obligations	Bond Cycle 1 of 4 (Issued YR 1)	Bond Cycle 2 of 4 (Issued YR 3)	Bond Cycle 3 of 4 (Issued YR 4)	Bond Cycle 4 of 4 (Issued YR 5)		
	Phase/Year 1	2	3	4	5	Total
Bond Issuance	2014/15	2015/16	2016/17	2017/18	2018/19	
Hospitality Bond IPRB	- 5,250,000	-	22,145,184	15,840,816	13,890,000	57,126,000

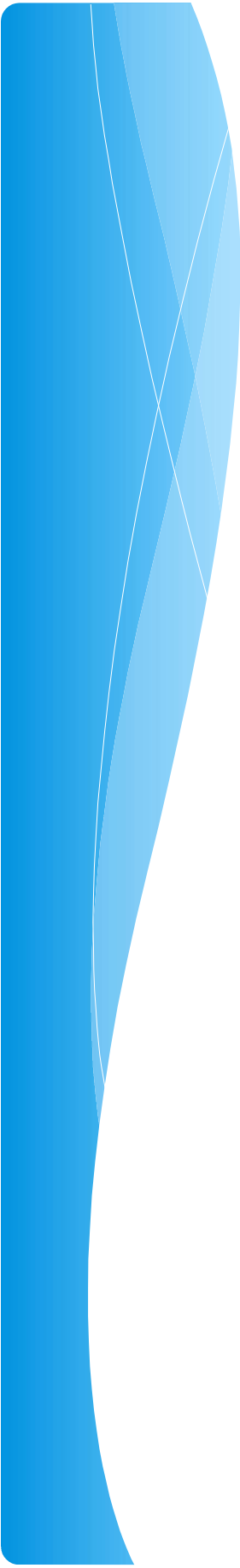


Multi-Use Entertainment Venue



Multi-Use Entertainment Venue	Phase/Year					Total
	1	2	3	4	5	
Funding Source						
Hospitality Bond	29,000,000					29,000,000
IPRB	-	-	-	-	-	-
Other (Cash)	-	-	-	-	-	-
Total Funding by Phase/Year	29,000,000	-	-	-	-	29,000,000
	1	2	3	4	5	
Bond Issuance	Fiscal Year					
	2014/15	2015/16	2016/17	2017/18	2018/19	
Hospitality Bond	29,000,000					29,000,000
IPRB	-	-	-	-	-	-

Multi Use Entertainment Venue			
City Commitment	29,000,000	76.3%	
Hardball Capital	6,000,000	15.8%	
ghes Development	3,000,000	7.9%	
	38,000,000		



Columbia Common Parking and Multi-Use Entertainment Venue



Columbia Common Parking and Multi-Use Entertainment Venue	Bond Cycle 1 of 4 (Issued YR 1)	Bond Cycle 2 of 4 (Issued YR 3)	Bond Cycle 3 of 4 (Issued YR 4)	Bond Cycle 4 of 4 (Issued YR 5)	Total
	Phase/Year 1	2	3	4	
Parking Obligations per Development Agreement		12,000,000		13,890,000	25,890,000
Other Obligations					-
Multi-use Entertainment Venue	29,000,000				29,000,000
Remaining DA Obligation	5,250,000	7,965,842	2,179,342	15,840,816	31,236,000
Total by Phase/Year	34,250,000	19,965,842	2,179,342	15,840,816	86,126,000
Funding Source					
Hospitality Bond	29,000,000				29,000,000
IPRB	5,250,000	19,965,842	2,179,342	15,840,816	57,126,000
Other (Cash)	-	-	-	-	-
Total Funding by Phase/Year	5,250,000	19,965,842	2,179,342	15,840,816	86,126,000
	1	2	3	4	5

Bond Issuance	Fiscal Year				
	2014/15	2015/16	2016/17	2017/18	2018/19
Hospitality Bond	29,000,000				29,000,000
IPRB	5,250,000	-	22,145,184	15,840,816	57,126,000
	Attachment: Update: Bull Street / Multi-Use Entertainment Venue and Surrounding Development (1236 : Bull Street				

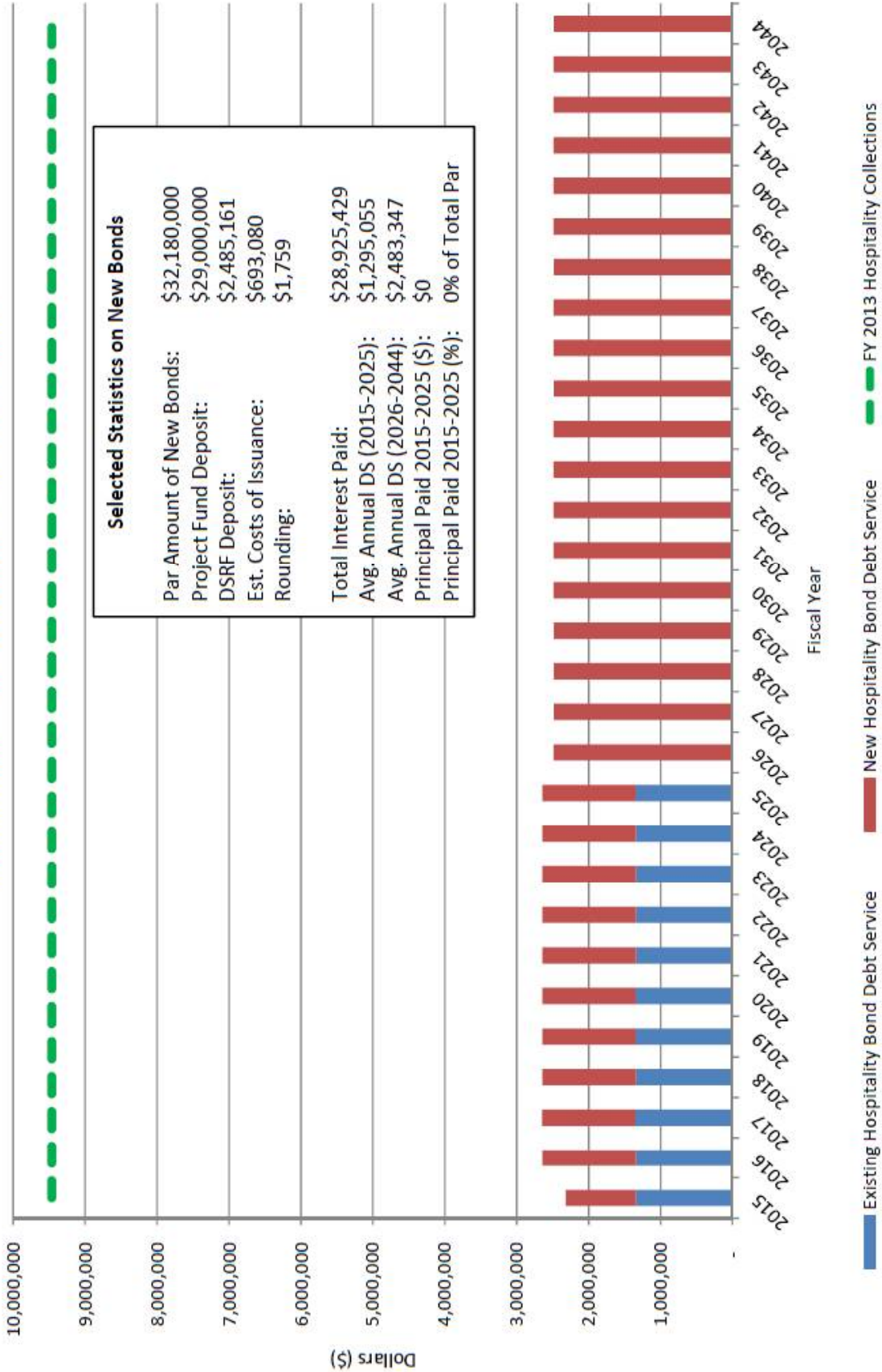
Columbia Common Parking and Multi-Use Entertainment Venue	Bond Cycle 1 of 4 (Issued YR 1)	Bond Cycle 2 of 4 (Issued YR 3)	Bond Cycle 3 of 4 (Issued YR 4)	Bond Cycle 4 of 4 (Issued YR 5)
	Phase/Year 1	2	3	4

		Fiscal Year				
Funding Breakout		2014/15	2015/16	2016/17	2017/18	2018/19
Multi Use Entertainment						
Venue						
Hospitality Bond	29,000,000	-	-	-	-	29,000,000
IPRB	-	-	-	-	-	-
Cash	29,000,000	-	-	-	-	29,000,000
Development Agreement						
Hospitality Bond	-	-	-	-	-	-
IPRB	5,250,000	-	22,145,184	15,840,816	13,890,000	57,126,000
Cash	-	-	-	-	-	-
Total	5,250,000	-	22,145,184	15,840,816	13,890,000	57,126,000
	34,250,000	-	22,145,184	15,840,816	13,890,000	86,126,000

Multi Use Entertainment		
Venue		
ly Commitment	29,000,000	76.3%
rdball Capital	6,000,000	15.8%
ighes Development	3,000,000	7.9%

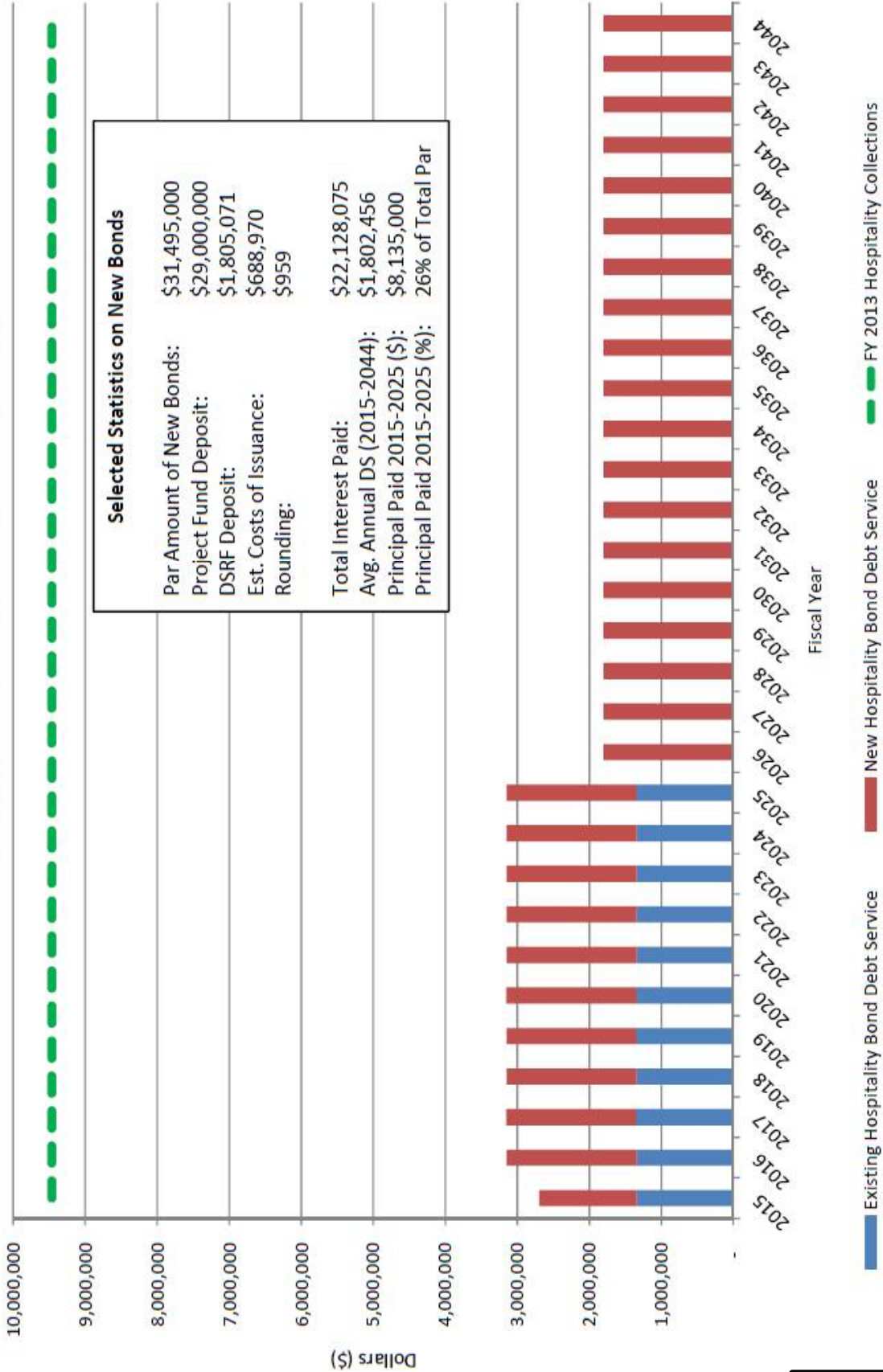
Columbia, SC Hospitality Fee

Existing Debt Service, Debt Service on New Bonds (\$29M for Projects), and FY 2013 Collections (No Growth Assumed)
 Solution Structure: Wrap New Bonds Around Existing Bonds



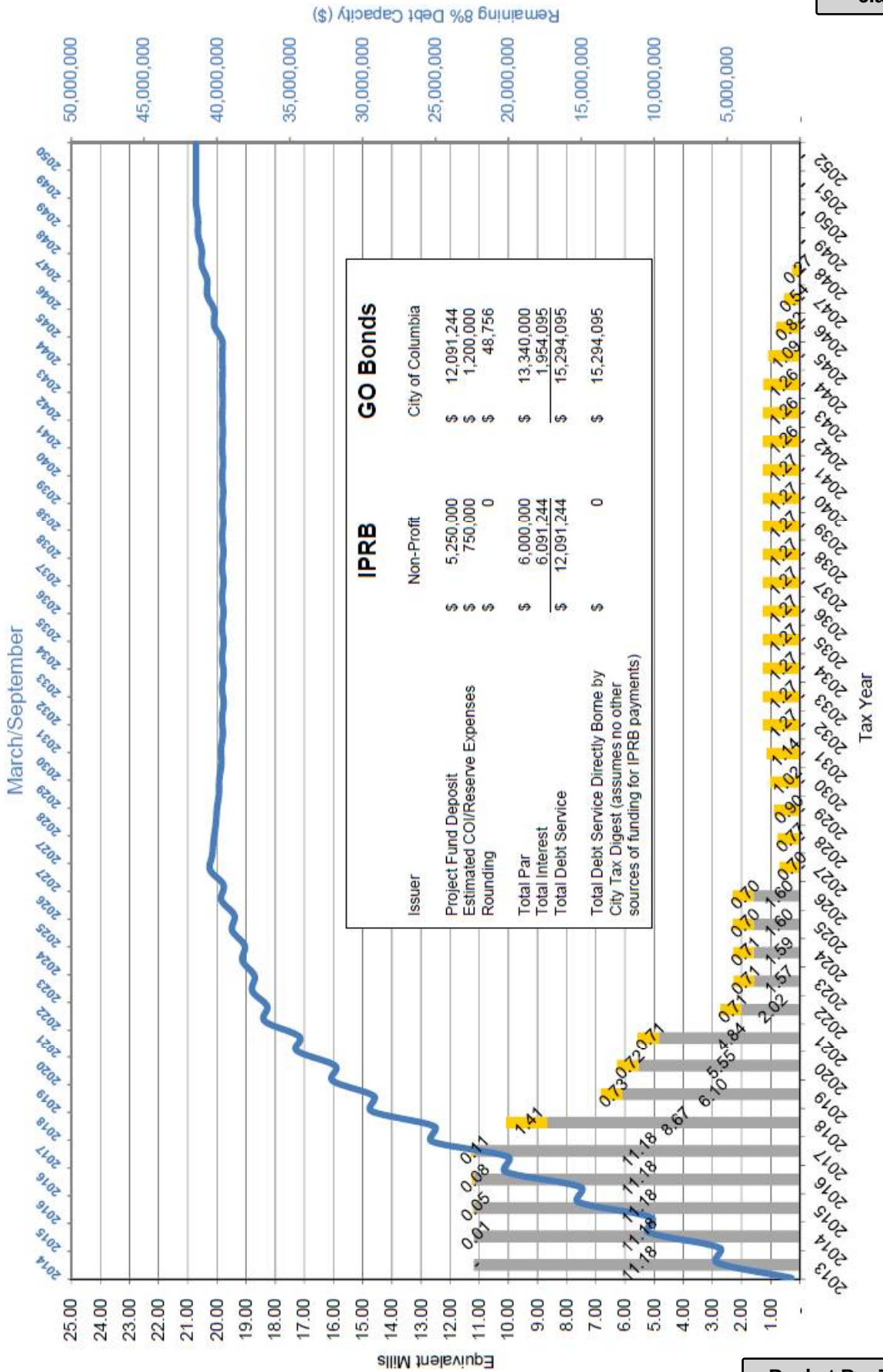
Columbia, SC Hospitality Fee

Existing Debt Service, Debt Service on New Bonds (\$29M for Projects), and FY 2013 Collections (No Growth Assumed)
 Solution Structure: Layer New Bonds on Top of Existing Bonds



Columbia, SC

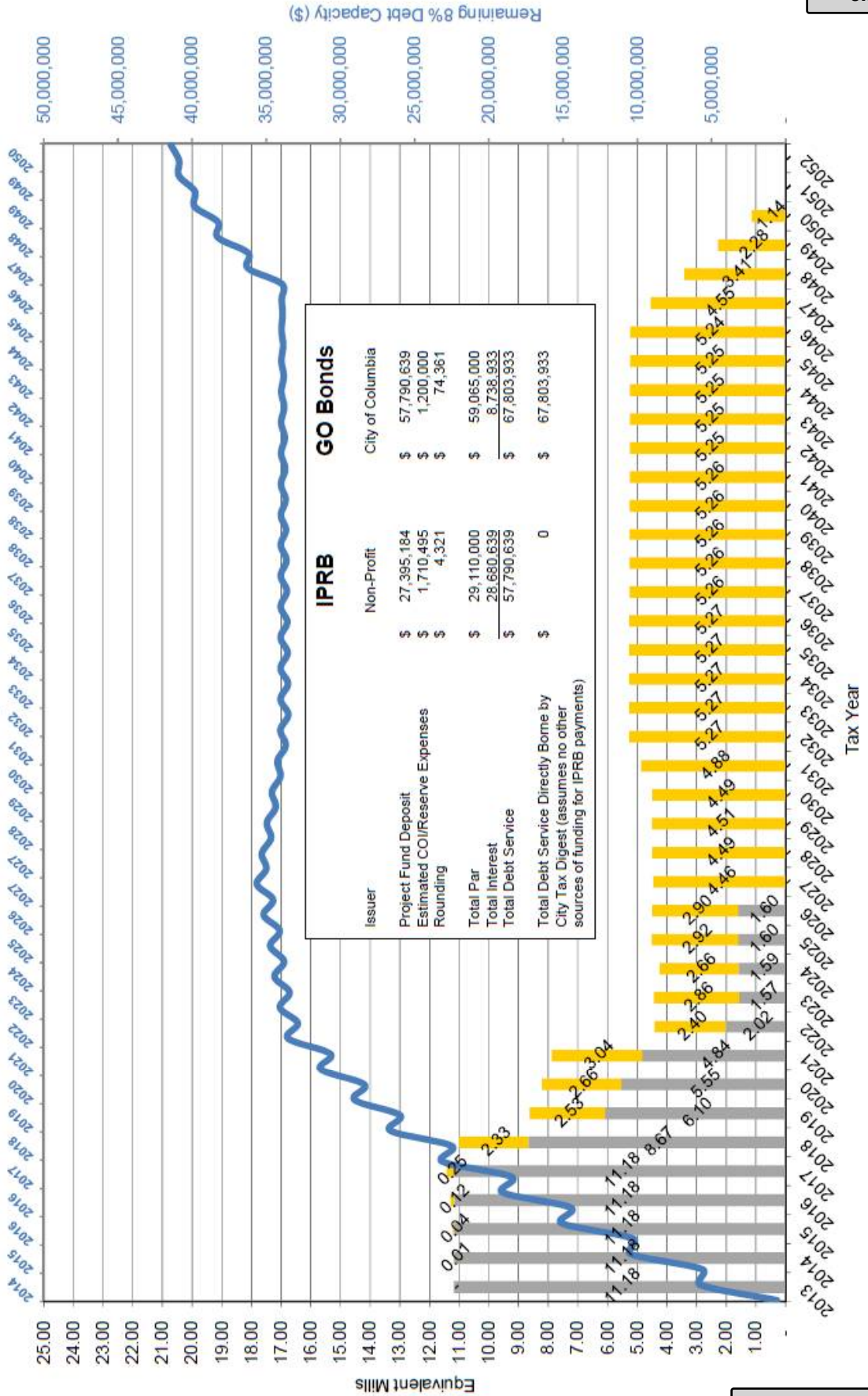
Equivalent Mills for (a) Existing GO Bonds and (b) GO Bonds Issued to Support 2014 IPRBs
Remaining 8% Debt Capacity



Columbia, SC

Equivalent Mills for (a) Existing GO Bonds and (b) GO Bonds Issued to Support 2014 and 2016 IPRBs
Remaining 8% Debt Capacity

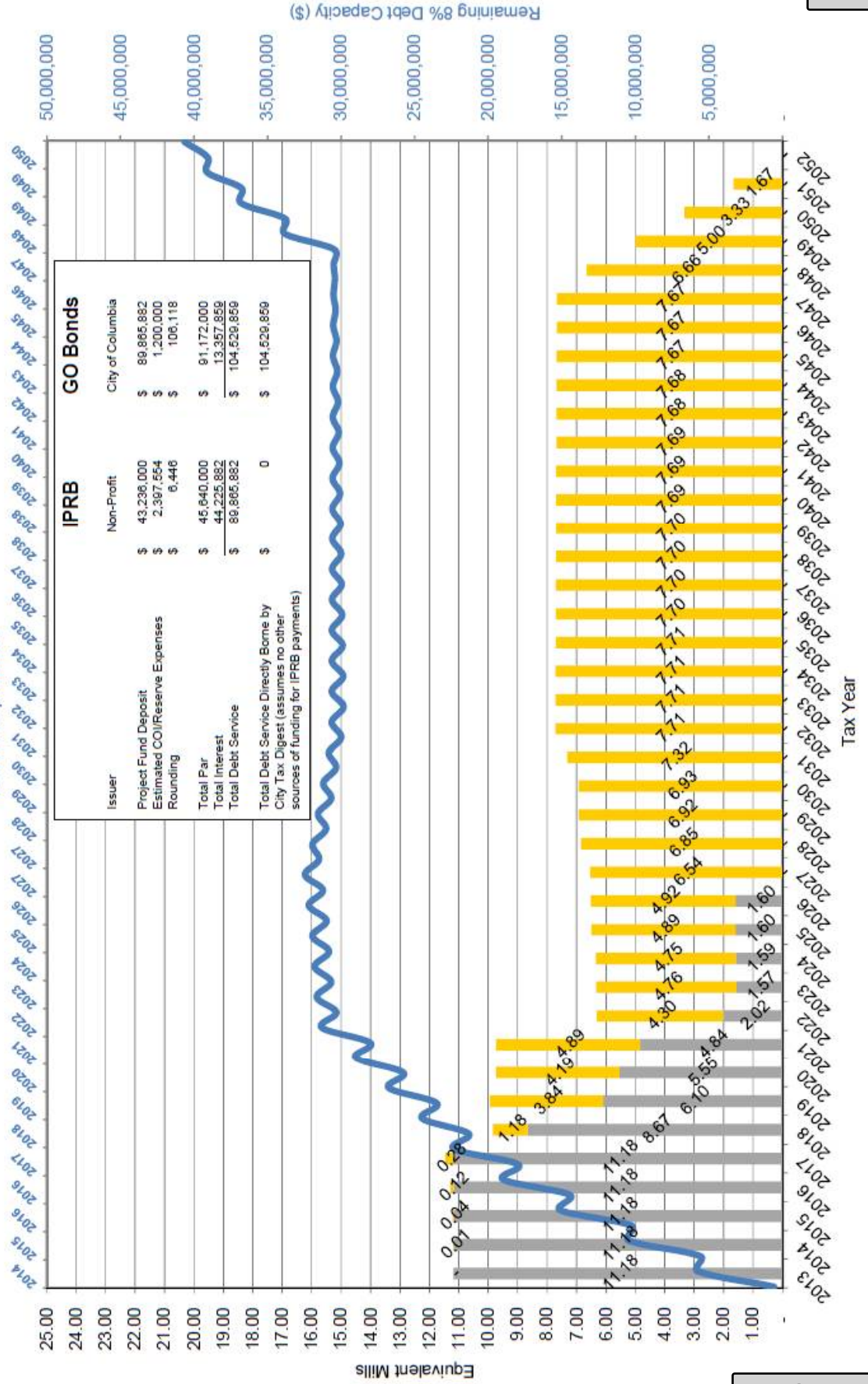
March/September



Columbia, SC

Equivalent Mills for (a) Existing GO Bonds and (b) GO Bonds Issued to Support 2014, 2016, and 2017 IPRBs
Remaining 8% Debt Capacity

March/September



Equivalent Mills for (a) Existing GO Bonds and (b) GO Bonds Issued to Support 2014, 2016, 2017 and 2018 IPRBs



Hospitality Tax Budget: Wrapped Debt Service



ACTUAL FY 12/13	AMENDED BUDGET		PROJECTED		W/Out Bond PROJECTED	W/\$32.2MIL Wrap ²	ESTIMATES			
	FY 13/14	FY 13/14	FY 13/14	FY 14/15	FY 14/15	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
REVENUE	9,434,072	9,000,000	9,745,396	10,066,994	10,066,994	10,066,994	10,399,760	10,743,014	11,097,598	11,463,888
	16,859	14,000	14,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
	23,196									
TOTAL REVENUE	9,474,127	9,014,000	9,759,396	10,081,994	10,081,994	10,081,994	10,414,760	10,758,014	11,112,598	11,478,888
TRANSFERS IN										
	-	1,444,690		1,481,837	1,481,837 ³	1,481,837 ³	1,068,500	699,801	665,617	993,150
	0	1,444,690	-	1,481,837	1,481,837	1,481,837	1,068,500	699,801	665,617	993,150
TOTAL REVENUES & TRANSFERS IN	9,474,127	10,458,690	9,759,396	11,563,832	11,563,832	11,563,832	11,483,260	11,457,815	11,778,215	12,472,038
Growth ¹	7.6%		3.3%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%

1. Assumes 3.3% revenue growth annually based on past 4 year actuals and current year collections
2. Reflects \$29 Mil in bond project funds (proceeds)/ \$32.2 Mil issuances; wrapped debt service
3. Use of fund balance reflects elimination of 10% reserve



	ACTUAL FY 12/13	AMENDED BUDGET FY 13/14	PROJECTED FY 13/14	W/Out Bond PROJECTED FY 14/15	W/\$32.2MIL Wrap ² FY 14/15	ESTIMATES			
		FY 13/14	FY 13/14	FY 14/15	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
(EXPENDITURE)									
HOSPITALITY	2,772,843	2,325,000	2,325,000	2,370,000	2,370,000	2,370,000	2,370,000	2,370,000	2,370,000
COMMITTEE		228,341	228,341						
FOR YEAR CARRY									
FORWARDS									
VE ITEM AGENCIES	1,948,600	2,346,600	2,346,600	1,646,600	1,646,600 ^{4,5}	1,646,600	1,646,600	1,646,600	1,646,600
TY COUNCIL	491,213	1,211,800	1,211,800	1,161,800	1,161,800 ⁶	1,126,800 ⁷	1,126,800	1,126,800	1,126,800
LOCATIONS									
TOTAL HOSPITALITY	5,212,656	6,111,741	6,111,741	5,178,400	5,178,400	5,143,400	5,143,400	5,143,400	5,143,400
ALLOCATIONS									
ANS. TO GEN. FUND	2,800,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
EBT SERVICE	1,346,949	1,346,949	1,346,949	1,345,641	2,316,932	2,640,059	2,648,798	2,641,661	2,644,000
TOTAL	9,359,605	10,458,690	10,458,690	9,524,041	10,495,332	10,783,459	10,792,198	10,785,061	10,787,400
DIFFERENCE	114,522	0	(699,294)	2,039,791	1,068,500	699,801	665,617	993,154	1,684,600
BEGINNING FUND BAL	2,066,609	2,181,131	2,181,131						
ENDING FUND BAL	2,181,131	736,441	1,481,837						

2. Reflects \$29 Mil in bond project funds (proceeds)/ \$32.2 Mil issuances; wrapped debt service
3. Use of fund balance reflects elimination of 10% reserve
4. Reflects reduction of \$500,000 in allocations based on reallocation of funding for eligible groups from State Accommodations Tax; will need to be split between Committee allocations & line items
5. Reduced State Museum \$200,000; FY 13/14 final year
6. FY 13/14 additional allocation of \$50,000 to FHNY not reflected in subsequent years
7. Reduced SC High School Football League \$35,000. FY 14/15 final year

Attachment: Update: Bull Street / Multi-Use Entertainment Venue and Surrounding Development (1236 : Bull Street



Hospitality Tax Budget: Layered Debt Service



	ACTUAL FY 12/13	AMENDED BUDGET		PROJECTED FY 13/14	W/Out Bond PROJECTED FY 14/15	W/\$32.2MIL Layer ² FY 14/15	ESTIMATES				
		FY 13/14	PROJECTED FY 13/14				FY 15/16	FY 16/17	FY 17/18	FY 18/19	
<u>REVENUE</u>											
HOSPITALITY TAX	9,434,072	9,000,000	9,745,396		10,066,994	10,066,994	10,399,760	10,743,014	11,097,598	11,463,881	
TAX LATE FEES	16,859	14,000	14,000		15,000	15,000	15,000	15,000	15,000	15,000	
INTEREST	23,196										
TOTAL REVENUE	9,474,127	9,014,000	9,759,396		10,081,994	10,081,994	10,414,760	10,758,014	11,112,598	11,478,881	
<u>TRANSFERS IN</u>											
FROM FUND BALANCE	-	1,444,690			1,481,837	1,481,837 ³	690,105				
TOTAL TRANSFERS IN	0	1,444,690	-		1,481,837	1,481,837	690,105	-	-		
TOTAL REVENUES & TRANSFERS IN	9,474,127	10,458,690	9,759,396		11,563,832	11,563,832	11,104,865	10,758,014	11,112,598	11,478,881	
Growth ¹	7.6%		3.3%		3.3%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%

1. Assumes 3.3% revenue growth annually based on past 4 year actuals and current year collections
2. Reflects \$29 Mil in bond project funds (proceeds)/ \$32.2 Mil issuances; wrapped debt service
3. Use of fund balance reflects elimination of 10% reserve



	ACTUAL FY 12/13	AMENDED		W/Out Bond W/\$32.2MIL PROJECTED		ESTIMATES			
		BUDGET FY 13/14	PROJECTED FY 13/14	FY 14/15	FY 14/15 Layer 2	FY 15/16	FY 16/17	FY 17/18	FY 18/19
(EXPENDITURE)									
HOSPITALITY	2,772,843	2,325,000	2,325,000	2,370,000	2,370,000	2,370,000	2,370,000	2,370,000	2,370,000
COMMITTEE									
FOR YEAR CARRY		228,341	228,341						
FORWARDS									
NEW ITEM AGENCIES	1,948,600	2,346,600	2,346,600	1,646,600	1,646,600 ^{4,5}	1,646,600	1,646,600	1,646,600	1,646,600
TY COUNCIL	491,213	1,211,800	1,211,800	1,161,800	1,161,800 ⁶	1,126,800 ⁷	1,126,800	1,126,800	1,126,800
LOCATIONS									
TOTAL HOSPITALITY ALLOCATIONS	5,212,656	6,111,741	6,111,741	5,178,400	5,178,400	5,143,400	5,143,400	5,143,400	5,143,400
TRANS. TO GEN. FUND	2,800,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
EBT SERVICE	1,346,949	1,346,949	1,346,949	1,345,641	2,695,327	3,150,075	3,155,862	3,149,477	3,149,911
TOTAL	9,359,605	10,458,690	10,458,690	9,524,041	10,873,727	11,293,475	11,299,262	11,292,877	11,293,311
DIFFERENCE	114,522	0	(699,294)	2,039,791	690,105	(188,610)	(541,248)	(180,279)	185,511
BEGINNING FUND BAL	2,066,609	2,181,131	2,181,131						
ENDING FUND BAL	2,181,131	736,441	1,481,837						

2. Reflects \$29 Mil in bond project funds (proceeds)/ \$32.2 Mil issuances; wrapped debt service
3. Use of fund balance reflects elimination of 10% reserve
4. Reflects reduction of \$500,000 in allocations based on reallocation of funding for eligible groups from State Accommodations Tax; will need to be split between Committee allocations & line items
5. Reduced State Museum \$200,000; FY 13/14 final year
6. FY 13/14 additional allocation of \$50,000 to FHNy not reflected in subsequent years
7. Reduced SC High School Football League \$35,000; FY 14/15 final year

Attachment: Update: Bull Street / Multi-Use Entertainment Venue and Surrounding Development (1236 : Bull Street



State Accommodation Tax Budget



	ACTUAL FY 12/13	AMENDED BUDGET FY 13/14	PROJECTED FY 13/14	ESTIMATES	
				FY 15/16	FY 18/19
<u>REVENUES</u>					
STATE ACCOMMODATIONS TAX	1,952,261	1,500,000	2,010,829	2,071,154	2,133,288
VISCELLANEOUS REVENUE					
TOTAL REVENUES	1,952,261	1,500,000	2,010,829	2,071,154	2,133,288
% Growth	22.0%	0.0%	3.0%	3.0%	3.0%
<u>TRANSFERS IN</u>					
FROM FUND BALANCE		25,000			
TOTAL REVENUE & TRANSFERS IN	1,952,261	1,525,000	2,010,829	2,071,154	2,133,288



	ACTUAL FY 12/13	AMENDED BUDGET FY 13/14	PROJECTED FY 13/14	ESTIMATES	
				FY 15/16	FY 18/19
<u>EXPENDITURES</u>					
STATE ACCOMMODATIONS TAX ALLOCATIONS		4,250	4,250	1,943,846	2,002,874
CONVENTION & VISITORS BUREAU	1,289,612	1,142,000	1,720,764		
LAKE MURRAY TOURISM	201,108	175,000	277,135		
COLUMBIA INTERNATIONAL FESTIVAL		15,000	15,000		
FAMOUSLY HOT NEW YEAR		40,000	40,000		
3 RIVERS MUSIC FESTIVAL (2013)		25,000	25,000		
5% ALLOCATION & COMMITTEE EXP.				102,308	105,414
COMMITTEE EXPENSES	2,802	5,000	5,000		
PALMETTO PROJECT/CHALLENGE DAY	15,630	25,000	25,000		
TOGETHER WE CAN	19,800				
BPAC MASTER PLAN (2 yr comm.)	5,370	50,000	50,000		
KEEP THE MIDLANDS BEAUTIFUL					
WELVISTA	25,000				
SISTERCARE	1,500				
ANTIOCH SENIOR CENTER		18,750	18,750		
TOTAL EXPENSES	1,560,822	1,500,000	2,180,899	2,046,154	2,108,288
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	25,000	25,000	25,000	25,000	25,000
TOTAL TRANSFERS OUT	25,000	25,000	25,000	25,000	25,000
TOTAL BUDGET	1,585,822	1,525,000	2,205,899	2,071,154	2,133,288
TOTAL SURPLUS/(DEFICIT)	366,439	0	(195,070)	0	()
BEGINNING FUND BALANCE	346,283	712,722	712,722		6.a

Economic Impact



Estimated Revenues

Type	Amount
Hospitality Tax	
Business License	
Admissions Tax	
Sales Tax	
Local Option Sales Tax	
	Sub-Total: \$522,400
Real Property Tax - Venue	TBD
Real Property Tax - Vertical Development	TBD
Personal Property Tax	TBD
Stormwater Fee	\$26,000
Water & Sewer Fee	\$144,000

Total: \$692,400

Estimated Expenses

Type	Covered by
Venue Operation & Maintenance	Hardball to cover all costs
Parking	Hardball will provide attendants unless otherwise instructed by City
Utilities	Hardball to cover all utility costs
Security	Hardball to contract with private provider
Solid Waste	Hardball to contract with private provider
Noise & Lighting Study	Hardball to cover costs of studies
Event Traffic Control	City to provide service Hardball to cover costs
Fire Marshal Services	Hardball to cover costs for events

Future Council Actions



Future Council Actions

- * Second Reading of Amendment to Bull Street Development Agreement
- * Second Reading of Venue License Agreement
- * Action for Venue Development Agreement
 - * Between City, Hardball and Hughes
- * First and Second Reading of Hospitality Bond Ordinance
- * Approval of Procurement Actions for Design and Construction
- * Potential Reimbursement Resolution

Questions / Next Steps



We Are Columbia

BUILD COLUMBIA

The Blueprint for a World Class City



CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: March 4, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Azteca Annual Cityworks Maintenance and Support

FINANCIAL IMPACT: **Public Works Administration / Computer
Equipment/Hardware 1011124 627500**

**Public Works Administration / Maintenance and
Service Contract 1011124 638200**

**Forestry Horticulture /Maintenance and Service Contract
1011217 638200**

**Street/Streets & Sidewalk Rpr/Maintenance and Service
Contract 1013201 638200**

**Traffic Operations/Maintenance and Service Contract
1013204 638200**

**Street-Storm Drains/Maintenance and Service Contract
5534203 638200**

**Streets Water & Sewer Rpr/Maintenance and Service
Contract 5513202 638200**

**Solid Waste Street Sweeping/ Maintenance and
Service Contract 5534408 638200**

**Customer Service/ Maintenance and Service Contract
5511407 638200**

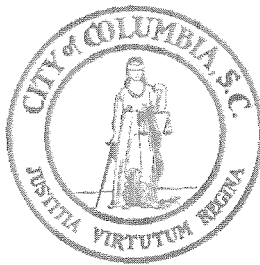
**Utilities Wtr Maint. Cust Serv/ Maintenance and
Service Contract 5516202 638200**

**Utilties Wastewater Maint./Maintenance and Service
Contract 5516205 638200**

SUMMARY:

ATTACHMENTS:

- Azteca CC Memo (PDF)



MEMORANDUM

To: Ms. Teresa Wilson

From: Kathy Santandreu, buyer 

Date: February 21, 2014

Re: Request for Council Approval/R154726

Request for the renewal of the Annual Cityworks Maintenance and Support for 1/15/2014 to 1/14/2015 as requested by the Information Technology Department.

I ask that you seek Council's approval for this annual maintenance and support from Azteca Systems, at the following quantity and cost. There is no sales tax on this order.

Qty. 1 Lot - Cityworks Enterprise License Agreement including: Desktop, Anywhere, Server AMS, Storeroom, CCTV Interface, Equipment Manager, Pavement Analysis, Service Request API and Work Order API.
Renewal period 1/15/2014 to 1/14/2015.

Total: \$65,990.00

Azteca Systems is located at: 11075 South State Street #24
Sandy, UT 84070

This will be charged as follows:


2/21/14

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

<u>Department</u>		<u>Amount</u>
Public Works Administration / 1011124 627500	Computer Equipment/Hardware	\$1,990.00
Public Works Administration / 1011124 638200	Maintenance and Service Contract	\$5,000.00
Forestry Horticulture / 1011217 638200	Maintenance and Service Contract	\$7,500.00
Street/Streets & Sidewalk Rpr/ 1013201 638200	Maintenance and Service Contract	\$2,000.00
Traffic Operations/ 1013204 638200	Maintenance and Service Contract	\$3,000.00
Street-Storm Drains/ 5534203 638200	Maintenance and Service Contract	\$1,500.00
Streets Water & Sewer Rpr/ 5513202 638200	Maintenance and Service Contract	\$2,000.00
Solid Waste Street Sweeping/ 5534408 638200	Maintenance and Service Contract	\$10,000.00
Customer Service/ 5511407 638300	Special Contracts	\$3,000.00
Utilities Wtr Maint. Cust Serv/ 5516202 638200	Maintenance and Service Contract	\$15,000.00
Uilties Wastewater Maint. 5516205 638200	Maintenance and Service Contract	\$15,000.00

Sec. 2-204 (7) of the City Ordinance. 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: Procurement of information technology



Sandy, UT 84070

Phone: (801)-523-2751

Invoice

DATE	INVOICE NO.
12/3/2013	8893

BILL TO
City of Columbia, SC Accounting PO Box 147 Columbia, SC 29217

FEDERAL ID#87-0432994
Columbia 1136 Washington St., 4th Floor Columbia, SC 229201

P.O. NO.	TERMS
	Net 30

LINE	DESCRIPTION	AMOUNT
1	Cityworks Enterprise License Agreement including: Desktop, Anywhere, Server AMS, Storeroom, CCTV Interface, Equipment Manager, Pavement Analysis, Service Request API and Work Order API	65,990.00
	Renewal period 1/15/2014 to 1/14/2015	
	Exempt	0.00
Total		\$65,990.00

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

Santandreu, Kathy C

From: White, Sylvia
Sent: Friday, February 21, 2014 3:24 PM
To: Santandreu, Kathy C
Subject: RE: Azteca - Annual Cityworks Maintenance and Support for 1/15/2014 to 1/14/2015

Yes

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Santandreu, Kathy C"
Date: 02/21/2014 3:09 PM (GMT-05:00)
To: "White, Sylvia"
Subject: Azteca - Annual Cityworks Maintenance and Support for 1/15/2014 to 1/14/2015

Sylvia,

I am getting the City Council memo together for the renewal of the Annual Cityworks Maintenance and Support for 1/15/2014 to 1/14/2015.

The requisition is R154726 to Azteca Systems in the amount of \$65,990.

Is it ok that I proceed with adding this to the City Council Agenda for their approval to make this purchase?

Thanks,

ks

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah 84070



Phone: (801) 523-2751
FAX (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS®
Update & Support Agreement
Contract No. C144209

This agreement (Agreement) is between City of Columbia, SC (hereafter the User), as specified in paragraph 9.1, and Azteca Systems, Inc. (hereafter Azteca Systems), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070. Azteca Systems and the User have entered into a license agreement with respect to use of The Cityworks Software (the "Cityworks Software License Agreement"); and User also desires to secure software Cityworks update and support services from Azteca Systems with respect to such Software as more specifically enumerated in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 "Covered Software" shall mean the particular Software, scripts, interfaces and custom code identified in paragraph 9.3.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 9.3. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Licensed Software" shall mean the particular Software identified in the Cityworks Software License Agreement.

1.4 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

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02-18-10A11:23 RCVD

Update & Support Agreement, Page 1 of 11

JAN 25 2010

1.5 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the User. Any Program Modifications delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.6 "Product Updates" are Program Fixes, Program Upgrades and Program Modifications.

1.7 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to User shall become part of the Licensed Software.

1.8 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.9 "Update & Support Period" shall mean the initial Update and Support period commencing upon the Effective Date of this Agreement, as set forth in section 9.2, and any subsequent twelve-month period.

1.10 "Update & Support Agreement" or "Agreement" shall mean this Update & Support Agreement between Azteca Systems and User identified in paragraph 9.1, the terms and conditions of which are hereby incorporated by reference.

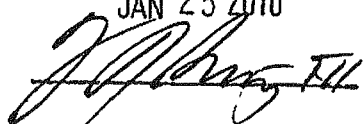
2. SUPPORT

2.1 The services to be provided during the Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will ensure upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major ESRI® ArcGIS and Cityworks supported databases revisions. If identified as "Covered Software", Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks supported databases revisions (for example, from rev 9.1 to rev 9.2). Azteca Systems will not ensure upward compatibility for Custom Applications when there are major ESRI ArcGIS and Cityworks supported databases revisions (for example, from rev 9.x to rev 10.x), Azteca Systems will make all reasonable efforts to provide upward compatibility.

2.2 Azteca Systems shall, with out additional charge (except as allowed for in paragraph 3.4 and 7.3), during the term of this Agreement:

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Update & Support Agreement, Page 2 of 11

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

- (a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning properly; provided User provides Azteca Systems with written notice specifying particularity in narrative, non-technical terms to the best of User staff's ability the apparent error in the system and the manner in which the Covered Software is not functioning properly (as provided in Section 8); and
- (b) Deliver to User any Program Upgrades relating to the Covered Software made available to others.
- (c) Provide Telephone User Support, Email Support, Web Support, during normal business hours Monday through Friday (excepting Holidays) and after hour emergency support through messaging service, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 7).
- (d) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, dial-up, etc) to the User's systems, and in compliance with User's security policies and procedures, in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

2.3 The following items, among others, however, are specifically excluded as support services under this section of this Agreement:

- (a) interpretation of program results;
- (b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;
- (c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) data debugging and/or correcting;
- (e) services necessitated as a result of any cause other than authorized ordinary and proper use by the User of the Covered Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and
- (f) consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified as Covered Software in paragraph 9.3.

3. CHARGES

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JAN 25 2010

Update & Support Agreement, Page 3 of 11

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

3.1 For services hereunder, User shall pay Azteca Systems an annual fee. The annual fee for the initial Update & Support Period is set forth in paragraph 9.2, and shall be paid prior to the start of the initial Update & Support Period. The annual fee for successive Update & Support Periods (twelve-month periods commencing upon the anniversary of the initial Update & Support Period) shall become due prior to the end of the preceding paid-up Update & Support Period.

3.2 - Upon 90 days written notice, the fee for Update and Support Periods listed in paragraph 9.2 subsequent to the third Update and Support Period may be adjusted by Azteca to reflect increases in costs of providing the services described herein and/or to reflect increases in the population, users, size, usage, and other factors of User; provided, however, that (a) if the above factors remain constant the increase in the pricing shall not exceed the Consumer Price Index and (b) if any such proposed cost increase is in User's opinion excessive, User shall be entitled to terminate this Agreement prior to the start of the applicable Update & Support Period and shall not be liable for any further payment under this Agreement and will be able to continue using the software without any support, upgrades or expectations of assistance from Azteca. Said Usage is subject to the License agreement and said usage is without warranty and is at the sole risk of the User. Azteca will notify User of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

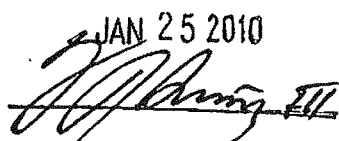
3.3 In addition to charges due under this Agreement, User shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Update & Support Agreement.

3.4 In the event User and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the User will reimburse Azteca Systems for reasonable and customary travel expenses directly related to the on-site work. Azteca Systems shall provide an estimate and get the prior approval of User before incurring any costs for which it shall seek reimbursement from User under this Section. Any reimbursement shall be subject to Azteca providing verifiable documentation of such expenses to User. User reserves the right to require an audit of any such cost related records of Azteca to the extent reimbursement has been made by User under the terms of this Section.

4. LIMITED WARRANTY

4.1 Azteca Systems will provide support services for the Cityworks Software, Enhancements to Cityworks Software and Custom Applications created by Azteca Systems identified as Covered Software in paragraph 9.3. The support services are provided as part of the Azteca Systems Update and Support services and will be in-force for the duration of this Agreement. Update & Support Periods beyond the initial Update & Support Period are renewable unless terminated as provided in

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JAN 25 2010


Update & Support Agreement, Page 4 of 11

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

Section 6 below. The Update and Support Services consists of software and documentation updates and access to technical support via telephone, email, web-based (MyCityworks.com) and after hours support via pager as set forth in Section 2 above. The User will provide Azteca Systems in writing the names of the User individuals who are authorized to contact Azteca Systems and request support services.

4.2 Azteca Systems warrants that trained personnel employed or contracted by Azteca Systems will perform the services performed hereunder in conformance with best industry standards.

4.3 With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

5. LIMITATION OF LIABILITY

5.1 The liability for Azteca Systems for damages arising under this Agreement shall be limited to the fees actually paid by User to Azteca Systems for the current Update and Support Period pursuant to Section 3 hereof. In no event shall Azteca Systems be liable for any incidental, indirect, special, or consequential damages whatsoever (including but not limited to lost profits) arising out of or related to the support and services provided hereunder by Azteca Systems, even though Azteca Systems may have been advised, know or should have known of the possibility of such damages, unless such damage is caused directly by Azteca System's actual negligence.

6. TERM AND TERMINATION

6.1 The effective date of this Agreement, as set forth in section 9.2, shall continue until terminated.

6.2 This Agreement shall be terminated upon termination of the Cityworks Software License Agreement and, after the initial Update & Support Period, may be terminated by either party upon 30 days' written notice prior to the end of the then current Update & Support Period. If termination occurs during a successive Update & Support Period for which the User has paid the renewal fee in full, Azteca Systems shall return a prorated portion of the renewal fee for that period to the User.

6.3 Should Azteca change, modify or increase costs outlined in this agreement, the User will have a right to terminate as outlined in 6.2, but will retain the right to continue use of the software in its last state provided by Azteca prior to cancellation to allow the User time to migrate to another software tool. User's

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JAN 25 2010

Update & Support Agreement, Page 5 of 11

right to use the software pursuant this paragraph is subject to the License agreement and said usage is without warranty and is at the sole risk of the User.

7. PROCEDURES FOR ACCESSING SUPPORT

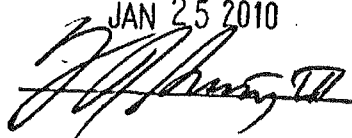
7.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) User's system administration staff as first line of support, 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable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

7.2 Prior to calling Azteca Systems for support services, the User will first attempt to isolate any problems that occur with the System. The User 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 the User will first try and resolve the problem without Azteca Systems' involvement. If the User cannot resolve the problem or isolate the problem, the User will call Azteca Systems directly.

7.3 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 User, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. 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 User representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the User location. Azteca Systems project management will confer with the User's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The User will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem (pursuant to the provisions of paragraph 3.4). For routine and non-critical problems the User will submit support requests during normal business hours.

7.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the User will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded. (This may be done as a courtesy, if Columbia business processes and resources allow.)

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Update & Support Agreement, Page 6 of 11

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

8. MISCELLANEOUS

8.1 Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Agreement (other than the reimbursement of fees as set forth in paragraph 5.1) during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the User pursuant to the relevant schedule.

8.2 The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of South Carolina.

8.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior statements, negotiations, and undertakings are superseded hereby, and may not be amended, modified or supplemented except in a writing executed by both parties, expressly purporting to amend this Agreement.

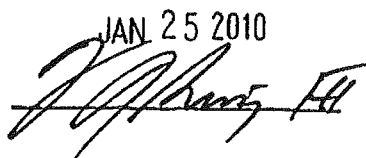
8.4 This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. User may not sublicense or encumber the Licensed Software without prior written consent of Azteca Systems. Should Azteca reassign or sell the rights of their software the User will have full rights for perpetual use of the software in the state held before the reassignment and be free to negotiate support with assignee without obligation to purchase support or need for further licensing costs for usage.

8.5 Section headings herein are for the sake of convenience only and are not intended to affect in any way the meaning of this Agreement or the related paragraphs.

8.6 This Agreement becomes effective only upon execution by both parties. One fully executed copy of this Agreement shall be delivered by User to Azteca Systems at its office in Sandy, Utah 84070.

8.7 Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

APPROVED BY
INFORMATION TECHNOLOGY DEPT.

JAN 25 2010


Update & Support Agreement, Page 7 of 11

Azteca Systems: Azteca Systems, Inc.
 11075 South State St.
 Suite 24
 Sandy, UT 84070
 Attention: Brian L. Haslam

User: The address set forth in paragraph 9.1.

9. IDENTIFICATION AND AMOUNTS

9.1 (a) User Name: City of Columbia, SC

(b) User Contact: Carmen Flemming

Number and Street: 1136 Washington St., 4th Floor

City/Province/Zip/Country: Columbia, SC 29201

Phone: 803-737-4229 Email: ccflemming@columbiasc.net

9.2 User Agreement: Between Azteca Systems and the User dated:

10 (a) Effective Date 01/15/2010

Initial _____
 (Software delivery date)

11 (b) Initial Update & Support period and fee:

12 Fee: \$0.00 (first year complimentary)

Initial _____

13 From: 01/15/2010

14 To: 01/15/2011

15 (c) Renewal Date: Successive twelve-month periods from the Renewal Date specified below, subject to termination as provided in paragraph 6.2.

16

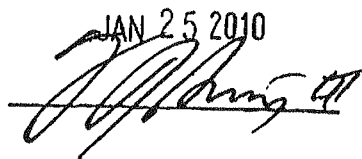
17 Renewal Date: 01/15/2011

Initial _____

18 Fee: \$6,000.00

Initial _____

APPROVED BY
 INFORMATION TECHNOLOGY DEPT.

JAN 25 2010


Update & Support Agreement, Page 8 of 11

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

18.1 (a) Description of Covered Software:

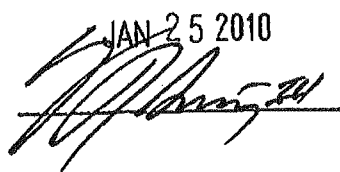
Cityworks Desktop/Anywhere - 3 Named Licenses

Initial _____

(b) Add-ons: Storeroom – 1 Named License

Initial _____

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

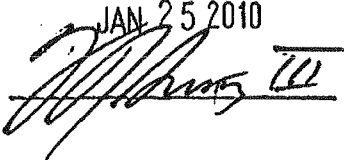
APPROVED BY
INFORMATION TECHNOLOGY DEPT.JAN 25 2010


Update & Support Agreement, Page 9 of 11

10. DATA CONFIDENTIALITY STATEMENT:

For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related ESRI software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

APPROVED BY
INFORMATION TECHNOLOGY DEPT.

JAN 25 2010


IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

City of Columbia, SC
(User)

By: _____

Authorized Signature

Azteca Systems, Inc.
(Azteca Systems)

By: _____

Authorized Signature

Printed Name: Mr. Steven Gantt

Printed Name: Brian L. Haslam

Title: City Manager

Title: President

Date: 1/28/2010

Date: 02-02-2010

Witness

By: _____

Witness

By: _____

APPROVED BY
INFORMATION TECHNOLOGY DEPT.

JAN 25 2010

[Signature]

Cityworks®

Support Quote

November 6, 2012

Azteca Systems, Inc
 11075 South State Street #24
 Sandy, UT 84070
 (801) 523-2751
 (801) 523-3734 (fax)

City of Columbia, SC
 Contract # C144209

Software	Licenses
Desktop	E
Anywhere	E
Desktop / Anywhere	
Server AMS	E
Server PLL	
Storeroom	E
Service Request Only	
CCTV Interface for PACP	E
Equipment Manager	E
Pavement Analysis	E
Doc. Management API	
Service Request API	y
Metrics API	
Contracts	
Work Order API	y
Citizen Engagement Service Request API	
Mobile Basic	
Mobile Advanced	
Renewal Period	1/15/2013 to 1/14/2014
U & S Amount Due	\$65990.00 (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

 Signature of Authorized Representative

 Date

 Name (please print)

 Title

Purchase Order #: _____

☐ Submit invoice electronically to: (email) _____

☐ Invoice to be addressed to: (if different than listed above)

(Please fax or mail this form back to Azteca Systems – 801-523-3734)

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

Cityworks®

Support Quote

November 6, 2012

Azteca Systems, Inc
11075 South State Street #24
Sandy, UT 84070
(801) 523-2751
(801) 523-3734 (fax)

Carmen Flemming
City of Columbia
1136 Washington St. 4th Floor
Columbia, SC 29201

Our records indicate the renewal date is approaching for Cityworks Update & Support Agreement. Keeping your update and support current entitles you to:

- Software Updates
- Customer Support
- Access to MyCityworks.com

To assure that you continue to receive these valuable services it is important to renew the software maintenance for the forthcoming term. Attached please find the quotation for renewing your Cityworks Update & Support Agreement.

If you have any questions regarding this information, please contact this office.

Thank you,

Marianne Haslam
801-523-2751
801-523-3734 (fax)
marianne@cityworks.com

Attachment: Azteca CC Memo (1178 : Azteca Annual Cityworks Maintenance and Support)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Purchasing

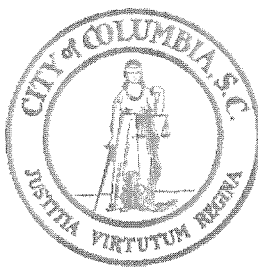
FROM: Sandra Wright

SUBJECT: Mobile Routers for Police Cars

FINANCIAL IMPACT: Capital Replacement/Computer Equipment/Hardware
6308972- 627500

SUMMARY:**ATTACHMENTS:**

- Promark CC Memo (PDF)



MEMORANDUM

To: Ms. Teresa Wilson

From: Kathy Santandreu, Buyer 

Date: February 21, 2014

Re: Request for Council Approval/R155071

Request for the purchase of thirty (35) mobile routers and all the necessary equipment for installation, including antennas and software for patrol cars as requested by Fleet Services.

I ask that you seek Council's approval for this purchase from Promark, a GSA approved vendor, using GSA # GS-35F-4342D, at the following quantity and cost plus SC sales tax

<u>Quantity</u>		<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
35	Ea	H-EV-W Rocket Locker	\$1,132.86	\$39,650.10
35	Ea	SS-E-1 1 Year Remote Configuration	\$284.40	\$9,954.00
35	Ea	SER-1-2202 Activation	\$47.40	\$1,659.00
35	Ea	NFS (NMEA Forwarding Service)	\$68.26	\$2,389.10
35	Ea	COM-H-1305 5 Port Switch	\$145.99	\$5,109.65
70	Ea	COM-H-1370-Cat6 Network Cable 7ft	\$4.74	\$331.80
5	Ea	Design,Configuration,Integration,Training	\$1,137.60	\$5,688.00
2	Ea	COM-H-1202-Rocket Access	\$1,227.66	\$2,455.32
35	Ea	SER-1-5100-Hardware Installation	\$275.00	\$9,625.00
35	Ea	COM-H-1370 CAT6 Network Cable 25 Ft	\$14.22	\$497.70
Sub Total:				\$77,359.67
Tax:				\$6,188.77
				<u>\$83,548.44</u>

Attachment: Promark CC Memo (1177 : Promark Mobile Routers for Police Cars)


2/21

Promark is located at:
10900 Pump House Road, Suite B, Annapolis Junction, MD 20701

This will be charged as follows:

Capital Replacement/Computer Equipment/Hardware	
6308972- 627500	\$83,548.44

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

Santandreu, Kathy C

From: Richards, Troy <troyr@promarktech.com>
Sent: Friday, February 21, 2014 2:27 PM
To: Santandreu, Kathy C
Cc: Promark South East
Subject: FW: Quote from Promark #7506563-24995812

Kathy,

See below! Please have order sent to my attention once approved.

Thanks,

Troy

Troy Richards | Southeast Regional Sales Manager
Promark Technology
direct | 240-280-8056
phone | 800-634-0255 x31056
cell | 301-706-4925
email | troyr@promarktech.com

Promark
an Ingram Micro company

Promark Quote #7506563-24995812 To ensure fastest and most accurate processing of your order, please provide the quote# at the time of purchase.

customer name: Promark Quote

customer question: GS-35F-4342D

solution products:

Configuration :: Default

EU Name	SKU	Manufacturer	Mfr. Part #	Qty	Description	Discount	AvQty	MSRP	Ext.MSRP	Price Ea.	Ext. Price
	TH3429	UTILITY ASSOCIATES	H-EV-W	35	ROCKET 5Ghz ROCKET LOCKER WHITE QUAD BAND PERMANENT MNT ANTENNA Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.		Call Sales	\$1,195.00	\$41,825.00	\$1,132.86	\$39,650.10
	TH3342	UTILITY ASSOCIATES	COM-H-5209	35	HIGH SPEED VIDEO ROCKET WITH USB MODEM SLOT GPS CHIPSET 802.11 Product stocked by manufacturer. Delivery times vary.		Call Sales	\$1,095.00	\$38,325.00	\$0.00	\$0.00
	TH3327	UTILITY ASSOCIATES	COM-H-1355	35	ROCKET LOCKER WITH INTEGRATED POWER TIMER ROCKET Product stocked by manufacturer. Delivery times vary.		Call Sales	\$165.00	\$5,775.00	\$0.00	\$0.00
	TH3347	UTILITY ASSOCIATES	COM-H-5431-W	35	PERM MOUNT QUAD BAND WHITE Product stocked by manufacturer. Delivery times vary.		Call Sales	\$170.00	\$5,950.00	\$0.00	\$0.00
	TH3544	UTILITY ASSOCIATES	WIF-H-9001	35	WL RUBBER DUCK ANTENNA Product stocked by manufacturer. Delivery times vary.		Call Sales	\$12.00	\$420.00	\$0.00	\$0.00
	COMMENT	SPECIAL PROJECTS	*	35	***** Comment: COM-C-1008 Ext cable 18" Male to Female		Call Sales	\$0.00	\$0.00	\$0.00	\$0.00
	TH3529	UTILITY ASSOCIATES	SS-E-1	35	1YR REMOTE CONFIGURATION MANAGEMENT RCM AVAIL Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.		Call Sales	\$300.00	\$10,500.00	\$284.40	\$9,954.00

				vary.							
TH3453	UTILITY ASSOCIATES	SER-I-2202	35	REMOTE CONFIGURATION MGMT RCM ACTIVATION & CONFIG & INITIAL SETUP Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.	Call Sales	\$50.00	\$1,750.00	\$47.40	\$1,659.00		
TH3457	UTILITY ASSOCIATES	SOFT-101	35	NFS NMEA FORWARDING SVC W7 PERPETUAL LICs PER LAPTOP Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.	Call Sales	\$72.00	\$2,520.00	\$68.26	\$2,389.10		
TH3309	UTILITY ASSOCIATES	COM-H-1305	35	5PORT INDUSTRIAL ETHERNET SWITCH- SLIMLINE Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.	Call Sales	\$154.00	\$5,390.00	\$145.99	\$5,109.65		
TH3330	UTILITY ASSOCIATES	COM-H-1370	35	25FT CAT6 NETWORK CABLE Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.	Call Sales	\$15.00	\$525.00	\$14.22	\$497.70		
TH3332	UTILITY ASSOCIATES	COM-H-1372	70	7FT CAT6 NETWORK CABLE Comment: GS-35F-4342D Product stocked by manufacturer. Delivery times vary.	Call Sales	\$5.00	\$350.00	\$4.74	\$331.80		
TH3449	UTILITY ASSOCIATES	SER-D-4001	5	DESIGN CONFIGURATION INTEGRATION TRAINING Comment: GS-35F-4342D	Call Sales	\$1,200.00	\$6,000.00	\$1,137.60	\$5,688.00		

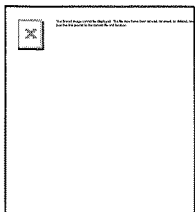
To order the above products, you may

- 4

Thank you for your order!

Troy Richards | Southeast Regional Sales Manager
Promark Technology
direct | 240-280-8056
phone | 800-634-0255 x31056
cell | 301-706-4925
email | troyr@promarktech.com

This offer to sell the listed product(s) is subject to product availability and Promark Technology's standard terms and conditions that are published on www.promarktech.com. All prices are subject to change without notice and will be established at time of order acceptance by Promark Technology. Order acceptance and sale by Promark Technology occurs at time of shipment. Prices for backordered product are not guaranteed.



Kathy C. Santandreu, Buyer

Purchasing Division

1136 Washington Street, 4th Floor, Columbia, SC 29201

Phone: 803-545-3473 Fax: 803-733-8408

Email: kcsantandreu@columbiasc.net

www.columbiasc.net

FOIA Disclaimer

You are hereby advised that, pursuant to the South Carolina Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to the City of Columbia and its officials and employees, and others acting on its behalf, may be subject to disclosure as being a public record. This includes the e-mail address(es) and other contact and identifying information for parties involved in the correspondence.

Attachment: Promark CC Memo (1177 : Promark Mobile Routers for Police Cars)

Promark Technology, Inc.

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item Numbers (SIN)	Products/Services
132-8	Purchase of New Equipment
132-12	Equipment Maintenance
132-32	Term Software Licenses
132-33	Perpetual Software Licenses
132-34	Maintenance of Software as a Service

SIN 132-8 Purchase of New Equipment**FSC Class**

7010	SYSTEM CONFIGURATION
	End User Computer/Desktop Computers
	Laptop/Portable/Notebook Computers
	Optical and Imaging Systems
7025	INPUT/OUTPUT AND STORAGE DEVICES
	Printers
	Optical Recognition Input/Output Devices
	Storage Devices including Magnetic Storage,
	Other Input/Output and Storage Devices Not Elsewhere
	Classified

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 Equipment Maintenance**FSC Class**

JO70 – Maintenance and Repair Services

SIN 132-32 Term Software Licenses

FSC Class 7030 INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
+ Operating System Software
+ Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-33 Perpetual Software Licenses

FSC Class 7030 INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- + Operating System Software
- + Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-34 Maintenance of Software as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Contractor:

Promark Technology, Inc.,
10900 Pump House Rd,
Suite B
Annapolis Junction, MD 20701
(240) 280-8030

Contract Number: GS-35F-4342D

Period Covered By Contract:

September 4, 1996 through September 3, 2016

**General Services Administration
Federal Supply Service**

Products and ordering information in this Authorized Information Technology Schedule Pricelist is also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* By accessing GSA's Home Page via Internet at www.gsa.gov.

Attachment: Promark CC Memo (1177 : Promark Mobile Routers for Police Cars)

Santandreu, Kathy C

From: White, Sylvia
Sent: Friday, February 21, 2014 4:30 PM
To: Santandreu, Kathy C
Subject: RE: Requisition is R155071 to Promark in the amount of \$83,548.44

Yes.

From: Santandreu, Kathy C
Sent: Friday, February 21, 2014 4:29 PM
To: White, Sylvia
Subject: Requisition is R155071 to Promark in the amount of \$83,548.44

Sylvia,

I am getting the City Council memo together for the purchase of 35 mobile routers for the Fleet Dept.

The requisition is R155071 to Promark in the amount of \$83,548.44.

Is it ok that I proceed with adding this to the City Council Agenda for their approval to make this purchase?

Thanks,
ks



We Are Columbia

Kathy C. Santandreu, Buyer

Purchasing Division

1136 Washington Street, 4th Floor, Columbia, SC 29201

Phone: 803-545-3473 Fax: 803-733-8408

Email: kcsantandreu@columbiasc.net

www.columbiasc.net

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Attachment: Promark CC Memo (1177 : Promark Mobile Routers for Police Cars)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Laptops, Vehicle Docks and Port Replicators for Patrol Cars

FINANCIAL IMPACT: Capital Replacement/Computer Equipment Hardware;
6308972-627500

SUMMARY:

ATTACHMENTS:

- purchase_laptops_vehicle_docks_chargers_update (PDF)



MEMORANDUM

To: Ms. Teresa Wilson, City Manager

From: Kathy Santandreu, Buyer 

Date: February 24, 2014

Re: Request for Council Approval/R154982

Request for the purchase of thirty-five (35) GETAC laptops, thirty-five (35) vehicle docks and port replicators and thirty-five (35) 1232 VDC chargers for patrol cars as requested by Fleet Services.

I ask that you seek Council's approval for this purchase from Synnex, a GSA approved vendor, using GSA # GS-35F-0143R, at the following quantity and cost plus SC sales tax

Qty. 35 ea. – GETAC laptops per attached quote	\$101,115.00
Qty. 35 ea. – V200 vehicle docks and port replicators	\$16,275.00
Qty. 35 ea. – 1232 VDC vehicle chargers	\$3,465.00
Tax	<u>\$9,668.40</u>
Total	\$130,523.40

ju
2/24/14

Synnex is located at:
39 Pelham Ridge Dr. Greenville, SC 29615

This will be charged as follows:

Capital Replacement/Computer Equipment Hardware	
6308972- 627500	\$130,523.40

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

Santandreu, Kathy C

From: White, Sylvia
Sent: Monday, February 24, 2014 2:48 PM
To: Santandreu, Kathy C
Subject: RE: R154982 - Synnex (Revised)

Yes. Approved

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Santandreu, Kathy C"
Date: 02/24/2014 2:29 PM (GMT-05:00)
To: "White, Sylvia"
Subject: R154982 - Synnex (Revised)

Sylvia,

I am getting the City Council memo together for the purchase of thirty-five (35) GETAC laptops, thirty-five (35) vehicle docks and port replicators and thirty-five (35) 1232 VDC chargers for patrol cars as requested by Fleet Services.

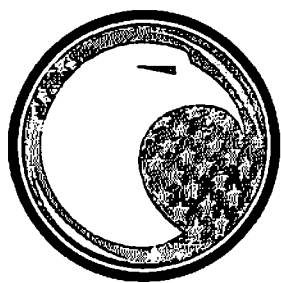
The requisition is R154982 to Synnex Corporation in the amount of \$130,523.40

Is it ok that I proceed with adding this to the City Council Agenda for their approval to make this purchase?

Thanks,

ks

Attachment: purchase_laptops_vehicle_docks_chargers_update (1203 : Laptops, Vehicle Docks and Port Replicators for Patrol Cars)



SYNNEX

Government Solutions

SYNNEX Corporation
Authorized Federal Supply
Schedule Pricelist
GS-35F-0143R



Schedule

Contract Effective Dates: November 28, 2009 through November 28, 2014.

Attachment: purchase_laptops_vehicle_docks_chargers_update (1203 : Laptops, Vehicle Docks and Port Replicators for Patrol Cars)

GENERAL SERVICES ADMINISTRATION**FEDERAL ACQUISITION SERVICE****AUTHORIZED FEDERAL SUPPLY SERVICE SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*[™], a menu-driven database system. The Internet address for GSA *Advantage!*[™] is: <http://www.gsaadvantage.gov/>.

Information Technology**FSC Group 70**

CONTRACT NUMBER GS-35F-0143R

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at <http://www.fss.gsa.gov>.

Contract Period: November 28, 2009 through November 28, 2014

SYNNEX Corporation

39 Pelham Ridge Drive
Greenville, SC 29615
1.800.456.4822, ext. 4374
gsa@synnex.com
www.synnex.com/government/gsa.html

Business Size: Large

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Coban - Cameras for police cars

FINANCIAL IMPACT: Capital Replacement/Computer Equip Hardware
6308972-627500

SUMMARY:

ATTACHMENTS:

- R154980 Coban CC Memo (PDF)



MEMORANDUM

To: Ms. Teresa Wilson

From: Kathy Santandreu, Buyer 

Date: February 10, 2014

Re: Request for Council Approval/R154980

Request for the purchase of thirty (35) Coban cameras and accessories for patrol cars as requested by Fleet Services.

I ask that you seek Council's approval for this purchase from Coban, using South Carolina State Contract # 4400002942, at the following quantity and cost plus SC sales tax.

<u>Quantity</u>		<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
35	Ea	SYSED-02 Edge Car System	\$4,449.38	\$155,728.30
35	Ea	SCOPT-31 OPT Wide Angle IR Camera	\$175.00	\$6,125.00
35	Ea	MZZ-01 MIS Adapter Plate	\$100.00	\$3,500.00
35	Ea	LFEE-050 Shipping Edge	\$50.00	\$1,750.00
35	Ea	WLIC-01 Coban DVMS Solution (This Item Not Taxable)	\$150.00	\$5,250.00
Sub Total:				\$172,353.30
Tax:				\$13,368.26
				<u>\$185,721.56</u>

11375 W. Sam Houston Parkway S., Houston, TX 77031


2/19/14

Attachment: R154980 Coban CC Memo (1176 : Coban - Cameras for police cars)

This will be charged as follows:

Capital Replacement/Computer Equip Hardware	
6308972-627500	\$185,721.56

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts

Attachment: R154980 Coban CC Memo (1176 : Coban - Cameras for police cars)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 12507
Date: 2/10/2014
Page: 1 of 1

Bill to: Attn: Accounting
Columbia Police Dept (Columbia, SC)
P O Box 147
Columbia, SC 29217
Phone:

Ship to: Attn: Gary Hinton
Columbia Police Department (Columbia, SC)
#1 Justice Dquare
Columbia, SC 292021
Phone:803-545-3506

Account No.: 0000004022	Your P/O No.: QUOTE - 35 EDGE	Terms: Net 30
Sales Rep : ST	Shipping Via: UPS	Due Date: 3/12/14

Line	Item Number	Description	Quantity	Unit Price	Extended
1	SYSED-02	EDGE IN CAR SYSTEM ***State Contract No. 4400002942***	35	4,449.38 /KT	155,728.30 T
2	SCOPT-01	OPT- GPS	35	/KT	(Included) T
3	SCOPT-31	OPT- DETACHED WIDE ANGLE IR CAMERA ***State Contract No. 4400002942***	35	175.00 /KT	6,125.00 T
4	MZZ-01	MIS- ADAPTER PLATE (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	35	100.00 /KT	3,500.00 T
5	WLIC-01	COBAN DVMS SOLUTION Software License with First Year Technical Support (per in-car unit) ***State Contract No. 4400002942***	35	150.00 /KT	5,250.00
6	LFEE-050	SHIPPING- In-Car Equipment ***State Contract No. 4400002942***	35	50.00 /KT	1,750.00 T
(Total Taxable Amount: \$167,103.30)			Sub Total:		172,353.30
			Sales Tax:(8.00%)		13,368.26
			Total Amount:		185,721.56

Balance:	185,721.56
----------	------------

Attachment: R154980 Coban CC Memo (1176 : Coban - Cameras for police cars)

2/10/2014 2:07 PM

Santandreu, Kathy C

From: White, Sylvia
Sent: Monday, February 10, 2014 11:54 AM
To: Santandreu, Kathy C
Subject: RE: Coban Tech, Cameras for police cars, \$186,141.56, State Contract 4400002942

Yes. Good to go forward.

From: Santandreu, Kathy C
Sent: Monday, February 10, 2014 11:45 AM
To: White, Sylvia
Subject: Coban Tech, Cameras for police cars, \$186,141.56, State Contract 4400002942

Sylvia, hi.

I am preparing the attached for City Council review.

Please let me know if it is ok to go forward with this purchase.

Thanks,
ks



Kathy C. Santandreu, Buyer
Purchasing Division
1136 Washington Street, 4th Floor, Columbia, SC 29201
Phone: 803-545-3473 Fax: 803-733-8408
Email: kcsantandreu@columbiasc.net
www.columbiasc.net

FOIA Disclaimer

You are hereby advised that, pursuant to the South Carolina Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to the City of Columbia and its officials and employees, and others acting on its behalf, may be subject to disclosure as being a public record. This includes the e-mail address(es) and other contact and identifying information for parties involved in the correspondence.

Attachment: R154980 Coban CC Memo (1176 : Coban - Cameras for police cars)

STATE OF SOUTH CAROLINA
B&CB, DIV. OF PROCUREMENT SERVICES, ITMO
1201 MAIN STREET, SUITE 430
COLUMBIA SC 29201

Intent to Award

Posting Date: October 15, 2010

Solicitation: 5400002114
Description: In-Car/In-Bus Digital Recording Systems
Agency: Statewide Term Contract
Budget & Control Board Admin

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, October 26, 2010**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

- (a) by email to protest-itmo@itmo.sc.gov ,
- (b) by facsimile at 803-737-0102 , or
- (c) by post or delivery to 1201 Main Street, Suite 430, Columbia, SC 29201.

Contract Number: 4400002942

Awarded To: **COBAN TECHNOLOGIES INC**
12503 EXCHANGE DRIVE - SUITE 536
SUITE 536
STAFFORD TX 77477

Total Potential Value: \$ 1,500,000.00

Maximum Contract Period: October 26, 2010 through October 25, 2015

Item	Description	Unit Price	Total
00001	TOTAL - COBAN TECHNOLOGIES MODELS	\$ 20,225.00	\$ 20,225.00
00017	INSTALLATION - COBAN TECHNOLOGIES UNIT	\$ 375.00	\$ 375.00
00033	MAINTENANCE - COBAN TECHNOLOGIES UNIT	\$ 440.00	\$ 2,200.00



12503 Exchange Dr., Ste. 536
Stafford, Texas 77477
281.277.8288

Solicitation #	Date
5400002114	9/20/2010

State of South Carolina
Invitation to Bid # 5400002114
Procurement Officer: Katherine Krissinger

SKU#	Coban In-Car Systems - State of South Carolina Contract Pricing	MSRP	Discount	Unit Pricing
SYSED-02	TopCam "EDGE" - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone GPS Internal 802.11 a/g/n wireless card (optional WiMax) Three Year Limited Warranty	\$ 5,650.00	21%	\$ 4,449.38
SYSED-01	TopCam EDGE Motorcycle- 3.5" Monitor System Single Camera & Microphone Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 32 GB Removable SSD (Solid State Drive) Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax)	\$ 5,900.00	21%	\$ 4,646.25
SKU#	Edge Vision- Integrated In-Car Video/ALPR Solution	MSRP	Discount	Unit Pricing
SYSED-05	TopCam "EDGE" Vision - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Supply 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax) ALPR -Single Channel Scan Includes ALPR Camera with Color Preview Side- Parking Camera Note: Mounting not included.	\$ 12,675.00	21%	\$ 9,982.56

SKU#	In-Car MC Configuration & Equipment Options	MSRP	Discount %	SCS Price
SCOPT-01	GPS	\$ 250.00	25%	\$ 187.50
SCED-013	5.7" Touchscreen monitor	\$ 450.00	25%	\$ 337.50
SCOPT-02	Laptop/MDC Integration	\$ 200.00	25%	\$ 150.00
SCOPT-03	Dual Microphone Receiver Module (Receiver Only)	\$ 200.00	25%	\$ 150.00
SCOPT-04	Crash Sensor	\$ 250.00	25%	\$ 187.50
SCOPT-05	Gigatek Card Reader	\$ 200.00	25%	\$ 150.00
SCOPT-07	Video Streaming	\$ 260.00	25%	\$ 195.00
SCOPT-08	Dual facing camera- Infrared Camera attached to Main Camera Module	\$ 235.00	25%	\$ 175.00
SCOPT-09	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	\$ 235.00	25%	\$ 175.00
SCOPT-10	Radar Integration (Radar type must be confirmed, pd must provide cable and or interface components)	\$ 200.00	25%	\$ 150.00
SCOPT-14	Wired - Visor Mount Ethernet Port (per vehicle)	\$ 70.00	25%	\$ 52.50
SCOPT-21	Wireless - Shark Fin 2.4 / 4.9 802.11 A/G Fixed (Per Vehicle)	\$ 250.00	25%	\$ 187.50
SCOPT-24	Wireless - Motorcycle 2.4GHz antenna	\$ 400.00	25%	\$ 300.00
SCOPT-32	Noptic Thermal Camera Interface	\$ 280.00	25%	\$ 195.00
SCOPT-35	EDGE 40GB MHDD to 32GB SSD Upgrade	\$ 525.00	25%	\$ 393.75
SCOPT-36	EDGE 40GB MHDD to 64GB SSD Upgrade	\$ 1,200.00	25%	\$ 900.00
SKU#	Additional/Optional Equipment/Spares	MSRP	Discount %	SCS Price
SCPKB-031	Edge Transmitter Package Includes Transmitter, Lapel Mic, Charger, Antenna, AC/DC Adaptors for charger and Leather Holster.	\$ 450.00	25%	\$ 337.50
SCPKB-034	Edge Transmitter Antenna	\$ 16.00	25%	\$ 12.00
SCPKB-013	Lapel Microphone	\$ 60.00	25%	\$ 45.00
SCPKB-012	Edge Lithium Ion Battery	\$ 30.00	25%	\$ 22.50
SCPKB-019	Edge - Microphone Pouch	\$ 30.00	25%	\$ 22.50
SCMH-4018T	40GB Removable HDD	\$ 475.00	25%	\$ 456.25
SCMH-32SDD	32GB SS Removable SSD	\$ 795.00	25%	\$ 596.25
SCMH-64SDD	64GB Removable SSD	\$ 1,525.00	25%	\$ 1,143.75

SCMR-01	Complete Front Facing Camera w/o IR	\$ 895.00	25%	\$ 671.25
SCMR-14	Motorcycle Camera	\$ 335.00	25%	\$ 251.25
SKU #	Hardware	MSRP	Discount %	SCS Price
	Wireless Hardware and Network Equipment Note: To Be Determined from Site Survey			
WIR-10	Wired - CAT 6 w/ Retractable Housing	\$ 660.00	25%	\$ 495.00
SCAA-01	10 Microphone Charging Station	\$ 660.00	25%	\$ 495.00
SCAA-06	Tech Support Kit (minimum 1 SCAA-06 or SCAA -013 required)	\$ 260.00	25%	\$ 195.00
SCAA-013	Tech Support Kit w/ 5.7" Touchscreen Monitor (minimum 1 SCAA-06 or SCAA -013 required)	\$ 660.00	25%	\$ 495.00
BMIS-00	Removable Hard Drive - Mobile HDD Up-Load Stand	\$ 335.00	25%	\$ 251.25
BMIS-07	Removable Hard Drive - Multi Upload Cradle (4 HDD)	\$ 1,275.00	25%	\$ 956.25
BWKST-01	Standard - Upload Workstation	\$ 1,800.00	25%	\$ 1,350.00
SKU #	TopCam Edge Vision - Standard Extended Hardware Warranty - First Year Warranty Included	MSRP	Discount %	SCS Price
WARR-ALPR2R	TopCam EDGE Vision - Second Year Extended Warranty (recorder only)	\$ 675.00	25%	\$ 500.00
WARR-ALPR3R	TopCam EDGE Vision - Third Year Extended Warranty (recorder only)	\$ 1,000.00	25%	\$ 750.00
WARR-ALPR2C	TopCam EDGE Vision - Second Year Extended Warranty (camera only)	\$ 675.00	25%	\$ 500.00
WARR-ALPR3C	TopCam EDGE Vision - Third Year Extended Warranty (camera only)	\$ 1,000.00	25%	\$ 750.00

SKU #	Software	MSRP	Discount %	SCS Price
WLIC-09	DVMS - Enterprise - Multi-location (Per Year Per Location) Includes one (1) Year Maintenance/Support and Upgrades	\$ 1,350.00	25%	\$ 1,000.00
WLIC-15	DVMS - Tape Library Extended Storage Solution (Includes 1 TSM License)	\$ 8,000.00	25%	\$ 6,000.00
WLIC - 14	DVMS - Automated DVD Burning Solution Software	\$ 4,000.00	25%	\$ 2,995.00

SKU #	Back Office Setup Configuration & Services	MSRP	Discount %	SCS Price
	All prices are based on one working day and person. An additional charge of \$1000.00 per day will need to be added for additional days and if Hardware setup is required			
LSET-01	Workstation Software & Hardware Configuration	\$ 325.00	25%	\$ 250.00
LSET-02	Stand Alone Server Software & Hardware configuration	\$ 3,400.00	25%	\$ 2,550.00
LSET-03	Server with Internal RAID Software & Hardware configuration	\$ 3,400.00	25%	\$ 2,550.00
LSET-04	External RAID Software & Hardware configuration (Required for iSCSI, SAN or DAS storage solutions and in conjunction with LSET-02)	\$ 3,400.00	25%	\$ 2,550.00
LSET-05	Tape Library Software and Hardware Configuration	\$ 4,000.00	25%	\$ 3,000.00
LSET-06	Automated DVD Bumer Software and Hardware Configuration	\$ 675.00	25%	\$ 500.00
LSET-10	Wireless Client Configuration (per car)	\$ 70.00	25%	\$ 50.00
LSRV-04	Wireless Site Survey (per day) **Equipment to be determined from Site Survey***	\$ 3,500.00	25%	\$ 2,500.00
LSRVC-03	Project Management Fee / Hr.	\$ 200.00	25%	\$ 150.00

SKU #	Installation - All installations are on-site.	MSRP	Discount %	SCS Price
LINST-01	In-Car Hardware Installation / Car - Coban certified personnel to install equipment <u>on site</u> . Charge includes Travel, Lodging, etc. (minimum of 3 car installation)	\$ 500.00	25%	\$ 375.00

SKU #	Training - All training courses to be conducted on site (except online refresh courses)	MSRP	Discount %	SCS Price
	Training prices are based on one trainer per day. An additional charge of \$1000.00 per day will need to be added for additional day.			
LTRN-01	In-Car On-Site Installation Training - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, agency personnel are trained on installation of Coban TopCam Edge In-Car Hardware	\$ 2,700.00	25%	\$ 2,000.00
LTRN-07	In-Car On-Site Installation Training Certification - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, trained personnel are certified on Installation of Coban TopCam Edge In-Car Hardware. Course includes follow-up onsite visit by Coban personnel for inspection, validation and Certification of Training for agency personnel.	\$ 4,700.00	25%	\$ 3,500.00
LTRN-02	On-Site Admin/Officer Training - includes Travel - Train the Trainer (up to 8 attendees per session) Coban personnel conducts onsite session for DVMS instruction.	\$ 3,400.00	25%	\$ 2,500.00
LTRN-04	Online Web Training (per session) Web training	\$ 675.00	25%	\$ 500.00

SKU #	Shipping	MSRP	Discount %	SCS Price
LSHIP-01	Shipping per unit cost (Edge)	\$ 70.00	25%	\$ 50.00
LSHIP-03	Shipping per unit cost (ALPR,Server, LTO, Auto-DVD, etc)	TBD	25%	

Warranty, Support, Maintenance

SKU #	Software Maintenance	MSRP	Discount %	SCS Price
WDVMS-LC1	DVMS Maintenance, Support, Upgrades -Year 1 - Discount applies if purchased at time of order	\$ 250.00	40%	\$ 150.00
WDVMS-LC2	DVMS Maintenance, Support, Upgrades -Year 2 - Discount applies if purchased at time of order	\$ 250.00	40%	\$ 150.00
WDVMS-LC3	DVMS Maintenance, Support, Upgrades - Year 3 - Discount applies if purchased at time of order	\$ 250.00	40%	\$ 150.00

SKU #	TopCam Edge - Standard Extended Hardware Warranty - First / Second / Third Year Warranty Included	MSRP	Discount %	SCS Price
WARR-E2	TopCam EDGE - Fourth Year Extended Warranty	\$ 550.00	25%	\$ 400.00
WARR-E3	TopCam EDGE - Fifth Year Extended Warranty	\$ 750.00	25%	\$ 550.00

SKU #	TopCam Edge - Extended Camera Warranty	MSRP	Discount %	SCS Price
WARR-CAM	Extended Camera Warranty (annually)	\$ 260.00	25%	\$ 175.00

SKU #	TopCam Edge - Standard Extended Hardware Warranty - Shipping	MSRP	Discount %	SCS Price
WARR-SHIP	TopCam EDGE - Shipping Included (Annual Per System)	\$ 140.00	25%	\$ 100.00

SKU #	TopCam Edge Motorcycle Standard Extended Hardware Warranty	MSRP	Discount %	SCS Price
WARR-EM23	TopCam EDGE Motorcycle - Second/Third Year Extended Warranty	\$ 1,200.00	25%	\$ 850.00
WARR-EM2	TopCam EDGE Motorcycle - Second Year Extended Warranty	\$ 540.00	25%	\$ 400.00
WARR-EM3	TopCam EDGE Motorcycle - Third Year Extended Warranty	\$ 600.00	25%	\$ 450.00

SKU #	Premiere Accidental Coverage - TopCam Edge - Needs to be placed at time of Purchase	MSRP	Discount %	SCS Price
WARR-EP3	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, & 3	\$ 725.00	25%	\$ 545.00
WARR-EP4	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, & 4	\$ 970.00	25%	\$ 725.00
WARR-EP5	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, 4 & 5	\$ 1,300.00	25%	\$ 950.00

SKU #	Service Support Out of Warranty/No Warranty	MSRP	Discount %	SCS Price
LSRV-02	Non Warranty Service Charge/Hour	\$ 200.00	25%	\$ 150.00

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Change Order #4 WM418202

FINANCIAL IMPACT: Funding in the amount of \$137,300 is needed for this change order. \$30,940.00 will be provided through contingencies included in the contract and \$106,360.00 will be provided through project WM418202 water improvements fund.

SUMMARY:

ATTACHMENTS:

- CO#4 WM418202 - Transmittal (PDF)



CITY OF COLUMBIA
INTER-OFFICE MEMO
DEPARTMENT OF UTILITIES AND ENGINEERING

TO: Ms. Teresa Wilson
City Manager

DATE: February 19, 2014

FROM: Suzanne B. Leitner
Engineering Administration Manager

INITIALS: *SL*

RE: **Council Agenda Item:** Change Order # 4: WM418202 - 24" and 6" Water Main Along College Street and Oak Street From Gregg Street to Senate Street

The attached change order in the amount of \$137,300.00 is forwarded for your approval. This change order is necessary to compensate the contractor to perform additional work requested by the City of Columbia to abandon an existing 18" water main along Senate Street. This change order also extends the contract completion date to April 29, 2014.

The funding source for this change order is from the contingencies fund included in the contract and additional funding will be provided through project WM3069 from the water improvements fund. With this change order, the revised contract amount is \$1,646,471.00.

LAD Corporation is located in West Columbia, South Carolina.

The Director of Utilities and Engineering recommends approval of the attached change order.

Attachment: CO#4 WM418202 - Transmittal [Revision 1] (1169 : Change Order #4 WM418202)



CIP #WM418202

24" and 6" Water Main along College Street and Oak Street from Gregg Street to Senate Street

Change Order #4

January 14, 2014

Description of Change: A modification of the Contract Agreement between the City of Columbia (Owner) and LAD Corporation (Contractor) is requested in order to compensate the contractor for the following tasks:

1. Cut and Cap 18" Water Main along Senate Street from Laurens Street to Harden Street.

Reason for Change: The requested change is due to the requirement of abandoning existing 18" water main along Senate Street after putting new 24" water main along College Street and Oak Street into service.

Additional Bid Items:

- | | | |
|-------------------------------|-------------------------|--------------|
| 1. Cut and Cap 18" Water Main | 1 LS @ \$137,300.00 /LS | \$137,300.00 |
|-------------------------------|-------------------------|--------------|

Funding Source: All additional costs will be taken out of Project's Contingencies Fund and Water and Sewer Fund.

- | | |
|--|--------------|
| 1. Original Contingencies Fund: | \$100,000.00 |
| Previous change orders (deduction): | \$ 69,060.00 |
| Contingencies Fund remaining: | \$ 30,940.00 |
| 2. This change order cost: | \$137,300.00 |
| Contingencies Fund remaining (deduction): | \$ 30,940.00 |
| Additional amount taken from Water and Sewer Fund: | \$106,360.00 |

Proposed Change and Basis for Payment:

Original contract price:	\$1,440,111.00
Previous change orders (addition):	\$ 69,060.00
This change order (addition):	<u>\$ 137,300.00</u>
Revised contract price:	\$1,646,471.00

Contractual Completion Date:

Original contract starting date: 11/01/2012
 Original contract completion date: 4/29/2013
 Current contract completion date: 4/29/2014

CIP #WM418202 Change Order #3

This Change is Acceptable:

Contractor's Name: LAD Corporation

By: Arthur HultTitle: V.P.Recommended for Approval: Tim Sox Utilities Inspector

Tim Sox

Recommended for Approval: Jeff Jeffers Chief Utilities Inspector

Jeff Jeffers

Recommended for Approval: Michael Sheu, P.E. Asst. City Engineer for Construction

Michael Sheu, P.E.

Recommended for Approval: Dana Higgins, P.E. City Engineer

Dana Higgins, P.E.

Recommended for Approval: Joey Jacob, P.E. Director of Utilities & Engineering

Joey Jacob, P.E.

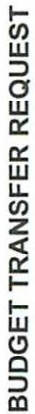
Recommended for Approval: Missy Smith Gentry Asst. City Manager for Utilities

Missy Smith Gentry

Approval of Change: Teresa Wilson City Manager

Teresa Wilson

Attachment(s): Letter from LAD Corporation dated 10/29/2013.



Date Rcvd: _____
Date Entered: _____
Batch: _____
Posted by: _____

PHONE NUMBER: 803-545-3287

TRANSFER TO				
ACCOUNT NUMBER	OBJECT CODE	Contract Name	PROJECT NUMBER	AMOUNT
5529999		24" and 6" Water Main along College Street and Oak Street from Gregg Street to Senate Street	WM418202	\$ 106,360.00
		TOTAL		\$106,360.00

TRANSFER FROM			
ACCOUNT NUMBER	OBJECT CODE	Contract Name	PROJECT NUMBER AMOUNT
5529999		Doris Drive	WM3069 \$106,360.00
			TOTAL \$106,360.00

January 2014 Adjustments to CIP: WM14182024" and 6" Water Main along College Street and Oak Street from Gregg Street and Senate Street Change Order #4 (\$137,300.00) came in above contingency for project. Additional funding will be provided by WM3069 - Doris Drive in the amount of \$106,360.00.

ny Manager - If Required

***** FOR BUDGET OFFICE USE ONLY *****

DATE _____

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Frazier Engineering Temporary Flow Monitoring - The Agreement will allow for additional temporary flow metering in the City's sewer system. The data from the temporary flow monitors will be used for future analysis of RDI/I removal following the sewer system rehabilitation. The Agreement includes twenty seven (27) monitors and ten (10) rain gauges for a base period of eight (8) weeks with the option to extend four (4) additional weeks.

FINANCIAL IMPACT: Staff has negotiated a fee totaling One Hundred Thirteen Thousand Three Hundred Dollars and No/100 (\$113,300.00) for the specified needs above with Frazier Engineering, P.A. a non-DBE firm located in Stanley, North Carolina. Funding for this Agreement will come from the Sanitary Sewer Operating Budget (5516205-SS708804-638505). Services to be performed will impact all City Council Districts.

SUMMARY:

ATTACHMENTS:

- Frazier.2014.Engineering.Services.Agreement.SS708804.Temporary.Flow.Monitoring.Council.pkg.2.28.14 (PDF)



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Kimberley R. Roof, Asst. Contracts Administrator

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Frazier Engineering, P.A., for additional temporary flow metering in the City's sewer system. Project tracking number: 5516205-SS708804-638505

Date: February 20, 2014 Initial: *SR*

The Agreement will allow for additional temporary flow metering in the City's sewer system. The data from the temporary flow monitors will be used for future analysis of RDI/I removal following the sewer system rehabilitation. The Agreement includes twenty seven (27) monitors and ten (10) rain gauges for a base period of eight (8) weeks with the option to extend four (4) additional weeks.

Staff has negotiated a fee totaling One Hundred Thirteen Thousand Three Hundred Dollars and No/100 (\$113,300.00) for the specified needs above with Frazier Engineering, P.A. a non-DBE firm located in Stanley, North Carolina. The original budget for this work was \$111,000.00. Funding for this Agreement will come from the Sanitary Sewer Operating Budget (5516205-SS708804-638505). Services to be performed will impact all City Council Districts.

The Legal Department is reviewing the Agreement and the Director of Utilities and Engineering recommends its approval and ACM for Operations recommends its approval.

Frazier.2014.Engineering.Services.Agreement.SS708804.Temporary.Flow.Monitoring.Council.Memo.sl.2.28.14

Attachment: Frazier.2014.Engineering.Services.Agreement.SS708804.Temporary.Flow.Monitoring.Council.pkg.2.28.14 (1171 : Frazier

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Frazier Engineering, P.A., (hereinafter referred to as the "Engineer"), for Engineer to render services for temporary flow metering in the City's sewer system. The data from the temporary flow monitors will be used for future analysis of RDI/I removal following sewer system rehabilitation. This Agreement includes twenty-seven (27) monitors and ten (10) rain gauges for a base period of eight (8) weeks with the option to extend four (4) additional weeks. Project tracking number: 5516205-SS708804-638505.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on December 31, 2014, or at such time the total compensation provided for herein is reached, whichever is earlier.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

Left Blank Intentionally

V. Compensation

A. The total compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto shall not exceed One Hundred Thirteen Thousand Three Hundred Dollars and No/100 (\$113,300.00).

B. The Engineer 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). **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 Sub-consultants shown on Exhibit D hereto, and identify if the subcontractor is a Minority or Female Business Enterprise.** Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Permits and Licenses

A. The City shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The City shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and

Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

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

VIII. Duties upon Termination

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

IX. 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 Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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 Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this

Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Frazier Engineering, P.A., 6592 Bob White Trail, Stanley, NC 28164.

XII. 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 Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

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 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

CITY OF COLUMBIA, SOUTH CAROLINA

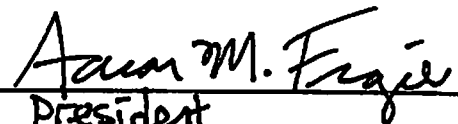
Witness

By: _____
Teresa Wilson, City Manager

Frazier Engineering, P.A.



Witness

By: 
Title: President

RECOMMENDED BY: 
Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY: _____
Melissa A. Gentry, P.E., Assistant City Manager for Operations

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP #SS708804
Temporary Flow Monitoring for Sewer Improvements

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (City) for a wastewater flow monitoring project, including installation and maintenance of flow meters and rain gauges and flow data analyses.

Project Area and General Project Description:

Frazier Engineering is currently providing services for permanent flow metering for the City of Columbia. This agreement covers additional temporary flow metering in the City's system to start in March 2014. The data from the temporary flow monitors will be used to supplement the hydraulic modeling currently being performed by Hazen and Sawyer and will be used for future analysis of RDI/I removal following sewer system rehabilitation. A detailed scope of services is presented below. The agreement includes 27 monitors and 10 rain gauges for base period of 8 weeks with the option to extend 4 additional weeks.

TASK 1. ADMINISTRATION

Consultant will manage the efforts of its project team members by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Consultant will:

- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.
- Consultant will invoice monthly in accordance with the City's invoicing procedures.

Throughout the project, Consultant will maintain regular contact through the City's staff. In addition, a kickoff meeting will be held.

TASK 2. SERVICES

Flow monitoring services shall include site selection, equipment installation and calibration, operation and maintenance, and data collection for each flow monitoring location for a minimum period of 8 weeks. Flow monitoring devices shall utilize solid-state electronics with capability of measuring and recording wastewater depth and mean velocity at five minute intervals. Ultrasonic doppler technology or equivalent is acceptable for measuring velocity. Pressure transducer or ultrasonic technology or equivalent is acceptable for depth measurements. Frazier Engineering shall recommend the most suitable flow monitoring equipment/technology to fully meet the temporary flow monitoring objectives. The City or the City's designee shall approve the final selection of the proposed flow monitoring equipment.

Flow monitoring services shall also include site selection, installation, calibration, operation, maintenance, and data collection for temporary, continuous tipping-bucket type rain gauges or equivalent. A map of general flow monitor locations will be provided following contract signing. Specific sites will be selected by Frazier Engineering and approved by the City or City's designee. Rain gauges shall report rainfall in increments of 0.01 inches for time steps of five minutes.

Frazier Engineering's responsibilities shall include:

(1) Frazier Engineering shall be responsible for the effective administration and management of the entire project, and for quality of the meter installation and operation.

(2) Investigate preliminary flow monitoring locations and select the most appropriate site to monitor dry and wet weather flows; provide recommendations for most appropriate site for each preliminary location; indicate a backup site for each location; provide detailed site reports and digital photographs of the above ground, and upstream and downstream sewers in the manhole. Sewer outfalls are suspected to have access issues and it is likely that some of the sewers have debris. If the proposed monitor location is unsuitable for flow monitoring, Frazier Engineering shall investigate upstream or downstream of the proposed location until a suitable flow monitor site is found. Any debris or sediment that would influence the determination of wastewater flows will be recommended for removal by Frazier Engineering.

(3) The flow meters shall be installed in active sewer lines with continuous flows. The flow meters shall be installed without system interruptions. Installation of meters and other work may need to be performed at night or during periods of low flows. Meter installations shall be coordinated with the City as to not interfere with system operation or other activities. Some sites may currently have limited access to normal vehicular access. It shall be the responsibility of Frazier Engineering to develop a means for meter site access and equipment installation. Frazier Engineering shall submit the schedule installation date and time to the City or City's designee a minimum of seven working days prior to the start of the installation to coordinate access to the sites.

(4) Install, calibrate and maintain flow monitors and rain gauges in the system at locations approved by the City or City's designee. Frazier Engineering shall document the flow conditions at the time of installation/calibration, measure the sewer diameter, and take digital photographs of the flow and depth sensor installation. Frazier Engineering shall confirm the selected flow monitoring site suitability after the first week of data collection and notify the City or City's designee on the confirmation results.

(5) In conformance with OSHA requirements, Frazier Engineering shall be responsible for any confined space entry permits, health and safety plans, and shall take appropriate precautions during manhole entry during execution of this project. Frazier Engineering shall also be responsible for complying with all local regulations related to public safety and traffic control.

(6) Collect data weekly from the flow monitors and rain gauges and perform quality reviews and perform equipment maintenance as needed. Frazier Engineering shall perform routine maintenance of each installation at least every week and more frequently if needed. Routine maintenance includes verification of the monitor calibration, verification of proper data collection and recording, cleaning of velocity and depth sensors, and removal of accumulated sediment or debris in the vicinity of the flow monitor installation. Frazier Engineering shall maintain a digital photo record of the maintenance visits.

(7) Provide the raw/provisional data to the City or City's designee on weekly basis for the first two weeks and bi-weekly after the first two weeks. Each raw/provisional data submittal must be received by City or City's designee by the close of business Thursday of the following week. Frazier Engineering shall review and present initial data collection to City or City's designee to show data is of acceptable quality and format. Data will be acceptable provided 1) there is a clear diurnal pattern, 2) potential

balancing issues are checked and rectified as necessary, 3) dry weather velocity and level data are fairly constant without numerous unaccounted for jumps or steps in the data or unexplained dry weather velocity or level spikes, 4) not a lot of scatter in the velocity readings that could indicate a problem with turbulence or debris 5) decent scatter plot - generally following trend of Manning's curve (increasing velocity with increasing depth.) Once initial data is reviewed and accepted, bi-weekly delivery of data may commence. There shall be no new installation compensation if a meter needs to be moved in order to collect quality data.

(8) Remove the flow meters and rain gauges at the conclusion of flow monitoring period with approval from City or City's designee.

(9) Provide final data report to the City or City's designee that includes the site reports, operation and maintenance summary, photos, flow and rainfall data summaries, and the detailed data in digital formats on CD. The reporting requirements are further described below.

- a. Data provided to the City or City's designee from flow monitors shall include date, time, depth, and average velocity at five minute increments. Flows shall be reported to the nearest 1-gallon per minute. Depth shall be reported to the nearest 0.01 inch, and velocities shall be reported to the nearest 0.01 feet per second. Rain gauge data shall include date, time, and rainfall depth reported in hundredths of an inch at five minute increments. Time intervals for flow data and rainfall data shall be synchronized. Raw data shall be provided in Excel format specified by City or City's designee. Data provided to City or City's designee shall be in a raw format and not include post-collection calibration factors. If application of a post-collection calibration factor is needed, Frazier Engineering shall make this known to the City or City's designee. If approved, Frazier Engineering shall also provide adjusted data along with raw data.
- b. Frazier Engineering shall submit to the City or City's designee two (2) hard copies and (1) pdf copy of the complete report for each meter location with depth and velocity plots, flow hydrographs and depth versus velocity scattergraphs. Rainfall hyetographs shall be included in all data plots. All data plots shall be presented on a weekly basis with monthly summary plots. The data plots shall be marked to indicate the once a week or more frequent maintenance performed at each site. Reports shall include installation logs for each flow monitor and rain gauge as well as logs of maintenance performed on each flow monitor and rain gauge. The reports shall also include a CD with the digital photos taken during site selection, equipment installation/calibration, and weekly data collection/maintenance.

TASK 3. ADDITIONAL SERVICES

Additional weeks of monitor service shall be conducted only with prior written authorization by the City or City's designee. Frazier Engineering will be paid for additional flow monitoring on a unit cost of monitoring for \$325 per monitor site per week and \$50 per rain gage per week.

TASK 4. SCHEDULE

Frazier Engineering must commence work within 7 calendar days of Notice to Proceed, and complete installation and start-up of all equipment within 7 days. The duration of the base monitoring period is 8 weeks. The base monitoring period shall not start until all flow monitors and associated rain gauges in the basin are operational. The flow monitoring periods may be extended beyond the base period on a week-by-week basis at the discretion

of the City or City's designee. Extension of the flow monitoring period includes data collection at the rain gauge installations also. All reports and data as specified above shall be submitted to the City or City's designee within 30 days of completion of the monitoring period. See Exhibit C for a proposed schedule.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SS708804
Temporary Flow Monitoring for Sewer Improvements

Compensation for services provided as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$74,200.00. If additional weeks of flow monitoring are requested, it will be provided at the rates shown in the table below up to a contract maximum of \$111,300.

An estimated breakdown of the fee is shown in the following table:

Quantity	Description	Weeks	Unit Cost	Total
27	Flow Meters	8	\$325/meter/week	\$70,200
10	Rain Gauges	8	\$50/rain gauge/week	\$4,000
	Optional Additional Services			\$37,100
	Total of Contract			\$111,300
	% of Contract to Subconsultants			0%

EXHIBIT C**SCHEDULE****City of Columbia****CIP # SS708804****Temporary Flow Monitoring for Sewer Improvements****Proposed Flow Monitoring Schedule**

- March 4, 2014 – City Council approval
- March 5 – March 14, 2014 – All meters and rain gauges installed.
- May 9, 2014 - Approximate end of 8 week monitoring period
- June 9, 2014 - Approximate date of delivery of data and reports

Exhibit D

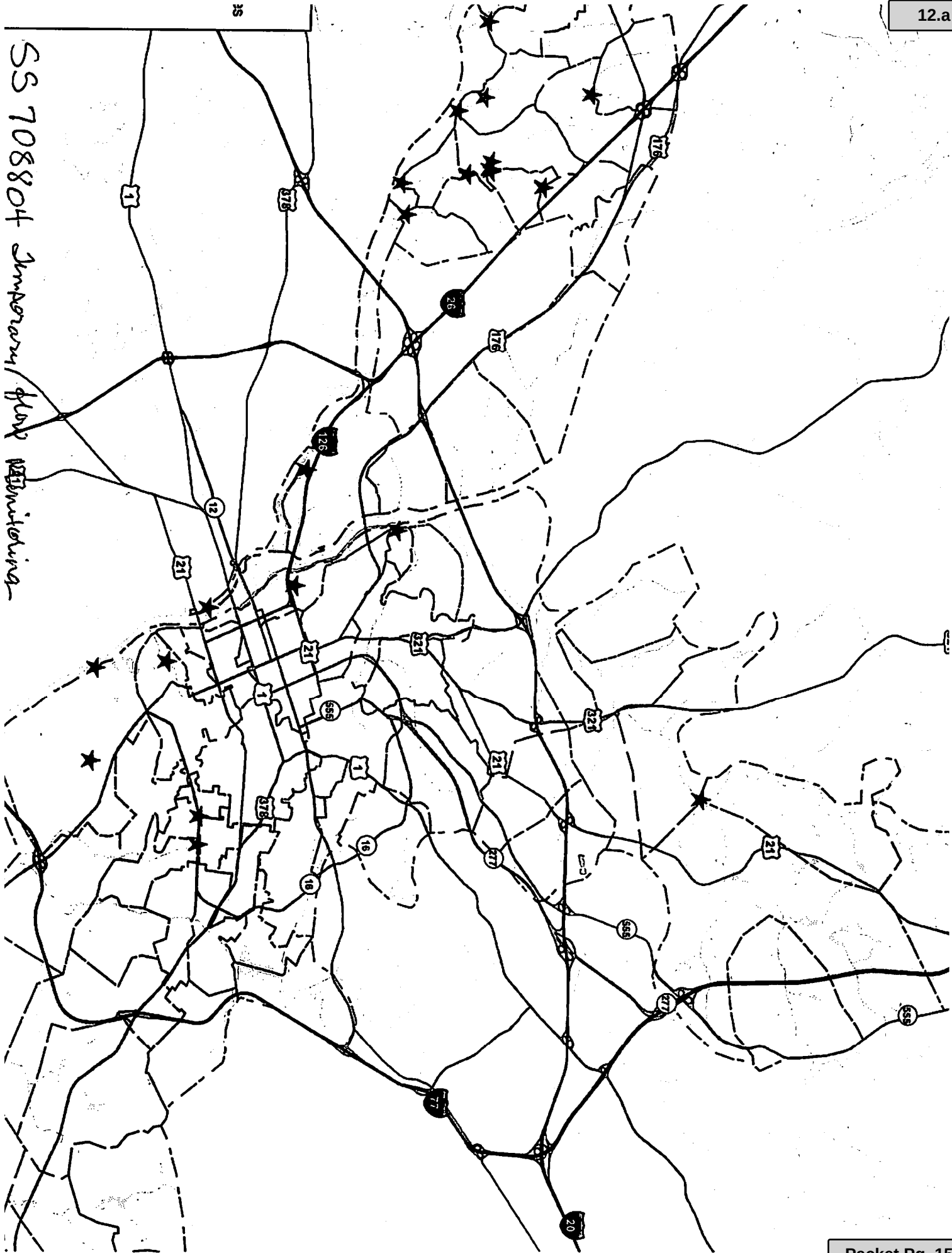
**City of Columbia
CIP # SS708804
Temporary Flow Monitoring for Sewer Improvements**

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 & Telephone #	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services*
NONE				

*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.



SS 708804 Temporary flow monitoring

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Project CP107101

FINANCIAL IMPACT: Capital Improvement of the Demolition of Virginia Pack Elementary School

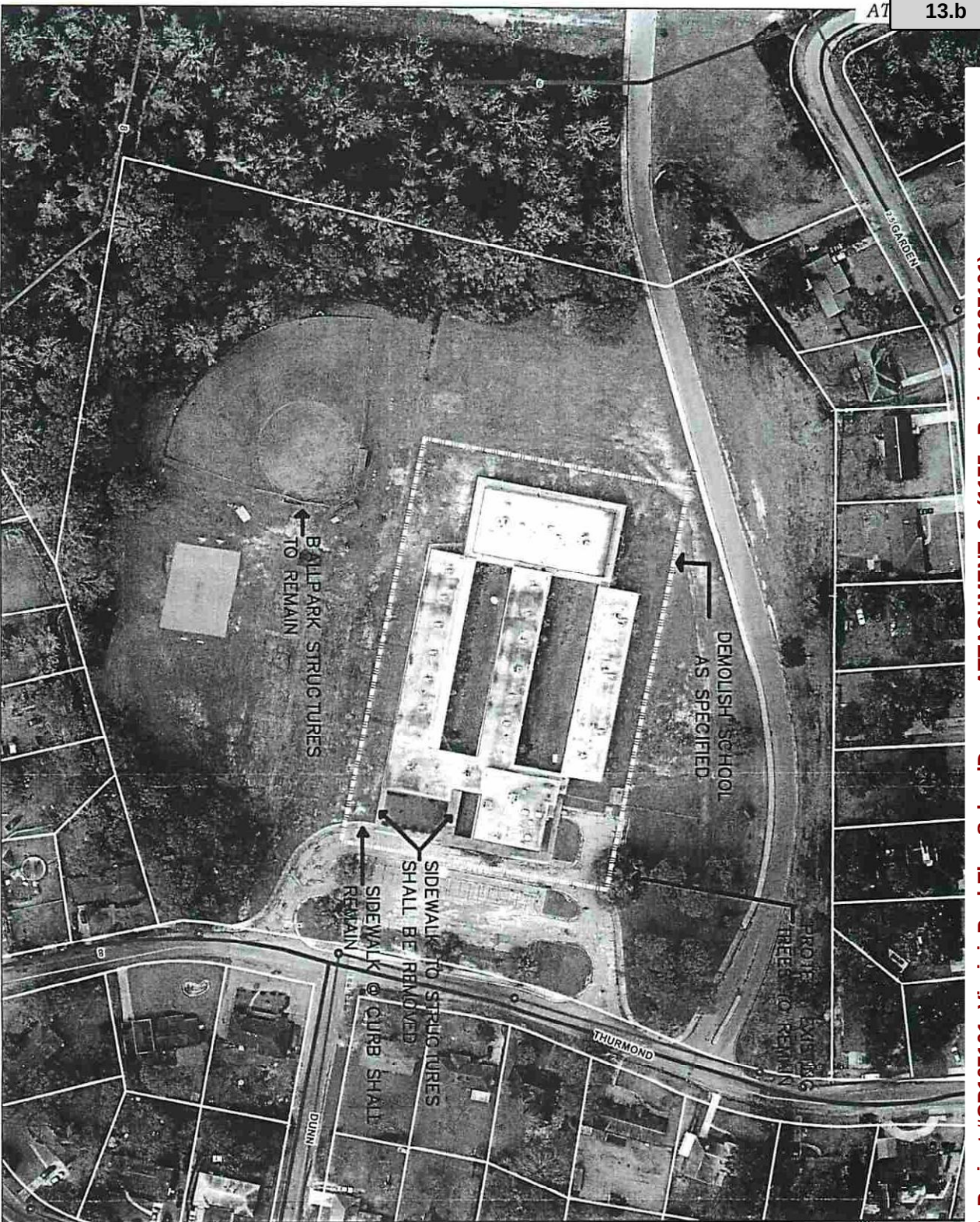
SUMMARY:**ATTACHMENTS:**

- Project #CP107101 VirginiaPackElem.School Demo. ATTACHMENT 1 (PDF)
- Project #CP107101 VirginiaPackElemSchoolDemo ATTACHMENT 2 (PDF)

BIDDERS FOR PROJECT #CP107101 VIRGINIA PACK ELEMENTARY SCHOOL DEMOLITION

COMPLETE DEMOLITION 81 CARTLEMAN ROAD CARROLLTON, GA 30112	CAROLINA WRECKING 141 CORT ROAD COLUMBIA, SC 29203
CLEAR SITE INDUSTRIAL 3931 MORRIS FIELD DRIVE CHARLOTTE, NC 28208	EMPIRE DISMANTLEMENT 2680 GRAND ISLAND BLVD. GRAND ISLAND, NY 14072
RICHARDSON CONSTRUCTION 6806 MONTICELLO ROAD COLUMBIAS, SC 29203	TRISTAR OF AMERICA 2731 SIMPSON CIRCLE NORCROSS, GA 30071

Attachment: Project #CP107101 VirginiaPackElem.School Demo. ATTACHMENT 1 (1175 : Project CP107101)



LEGEND

- WATER HYDRANT
- WATER MAINS
- SANITARY SEWER MANHOLE
- SANITARY SEWER PIPE

0 25 50 100 150 200 Feet

PROJECT:

VIRGINIA PACK ELEMENTARY
SCHOOL DEMOLITION
3602 THURMOND STREET
COLUMBIA, SOUTH CAROLINA

**CITY OF COLUMBIA
UTILITIES
&
ENGINEERING**


We Are Columbia

SITE PLAN
01/10/2014

SHEET 1 OF

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Project #WM4300 Construction Along Lake View Circle and Fisher Mill Road

FINANCIAL IMPACT: Water Utility Improvement Service

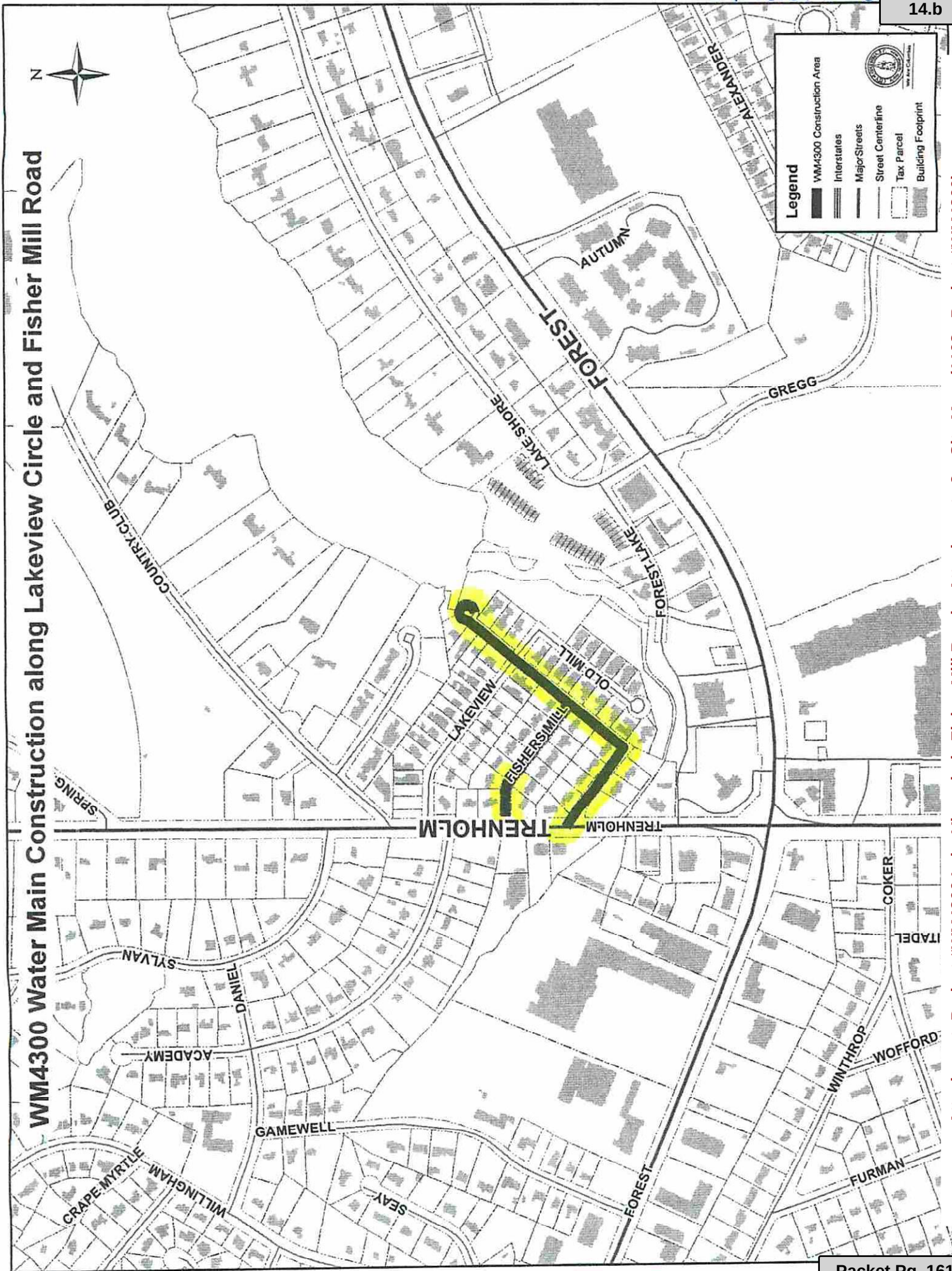
SUMMARY:

ATTACHMENTS:

- Project #WM4300 Lake View Circle Fisher Mill Road Attachment 1 Bidders List (PDF)
- Project #WM4300 Lake View circle Fisher Mill Road Attachment 2 Site Map (PDF)

BIDDERS ADDRESS LOCATIONS**PROJECT #WM4300 CONSTRUCTION ALONG LAKE VIEW CIRCLE AND FISHER MILL ROAD**

CAROLINA TAP AND BORE (MENTOR) 2410 MORNINGSIDE DRIVE WEST COLUMBIA, SC 29169	LAD CORPORATION 214 MARTIN NEESE ROAD SWANSEA, SC 29160
NORTHEAST BACKFLOW (PROTÉGÉ) 2107 SCREAMING EAGLE ROAD LUGOFF, SC 29078	
TRUSSELL BROS. CONSTRUCTION 8024 IRMO DRIVE COLUMBIA, SC 29212	C. R. JACKSON, INC. 100 INDEPENDENCE AVENUE COLUMBIA, SC 29210
LAYNE INLINER, LLC 2090 TUCKER INDUSTRIAL ROAD SUITE A-1 TUCKER, GA 30084	



**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: SS7272 Improvements At Rickenbaker Road

FINANCIAL IMPACT: Capital Improvement Program Project To Correct Sewer Overflow

SUMMARY:**ATTACHMENTS:**

- project_ss7272_improvements_rickenbaker_road (PDF)



**CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM**

TO: Teresa Wilson, City Manager
FROM: Joseph D. Jaco, P.E., Director, Department of Utilities & Engineering
DATE: February 27, 2014
SUBJECT: COUNCIL AGENDA ITEM: *INVITATION TO BID PROJECT*
#SS7272 IMPROVEMENTS AT RICKENBAKER ROAD

The purpose of this project is for construction improvement of sanitary sewer in regard to sewer overflow at Rickenbaker Road.

Bids for this project were opened publicly at 2:00 p.m., February 27, 2014 in the seventh floor Conference Room, 1136 Washington Street.,

The bids were as follows (lowest to highest):

<u>Contractors</u>	<u>Base Bid</u>
1. Shady Grove Construction	\$197,015.00
2. LAD Corporation	\$198,062.50
3. Trussell Bros.	\$198,237.50
4. Cherokee, Inc.	\$278,937.50
5. McClam and Associates	\$288,480.00

See attachments for listing of bidders and site map. Project is located in City Council Districts 3

The lowest, responsive and responsible bidder is Shady Grove Construction.

Recommend the City award this contract to Shady Grove Construction in the amount \$197,015.00. CIP budgeted amount for this project is \$215,000.00. It's funding and supplement source is from FY14 SS-Misc.

Upon your approval, please forward for inclusion on the March 4, 2014 Council Agenda Meeting.

Joseph D. Jaco / (DLS)

Joseph D. Jaco, P.E., Director
Department of Utilities and Engineering

Attachment: project_ss7272_improvements_rickenbaker_road (1181 : SS7272)

BIDDERS ADDRESS LOCATIONS

PROJECT INVITATION TO BID PROJECT #SS7272 IMPROVEMENTS AT RICKENBAKER ROAD

SHADY GROVE CONSTRUCTION 1079 WEST SHADY GROVE ROAD IRMO, SC 29063	LAD CORPORATION 214 MARTIN NEESE ROAD SWANSEA, SC 29160
TRUSSELL BROS. CONSTRUCTION 8024 IRMO DRIVE COLUMBIA, SC 29212	McCLAM & ASSOCIATES 1642 HOLY TRINITY CHURCH ROAD LITTLE MOUNTAIN, SC 29075
CHEROKEE, INC. 6928 CHEVAL STREET COLUMBIA, SC 29209	

Attachment: project_ss7272_improvements_rickenbaker_road (1181 : SS7272)



Thu Feb 20 2014 03:10:06 PM.

Attachment: project_ss7272_improvements_rickenbaker_road (1181 : SS7272)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Utilities and Engineering

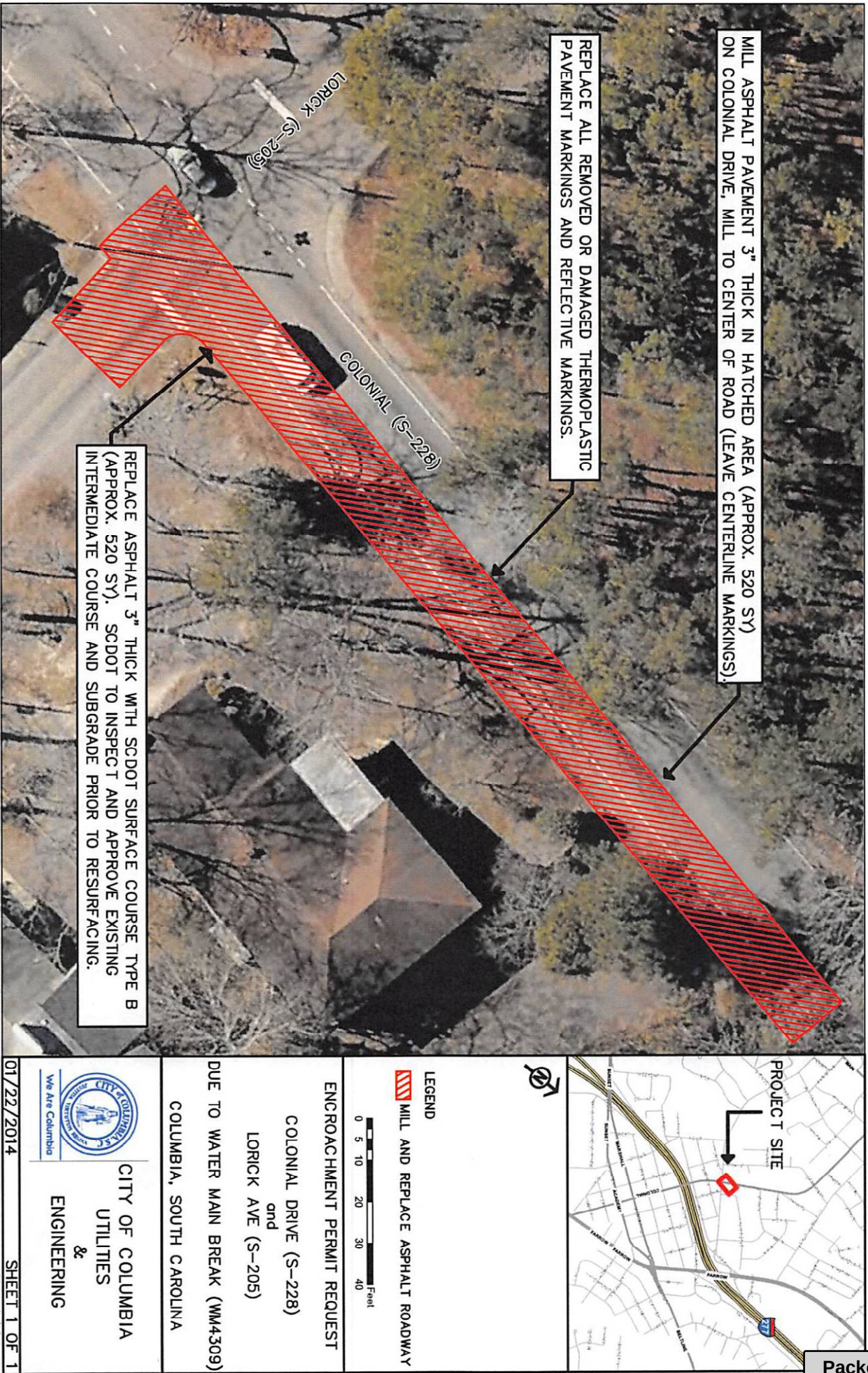
FROM: Joey Jaco

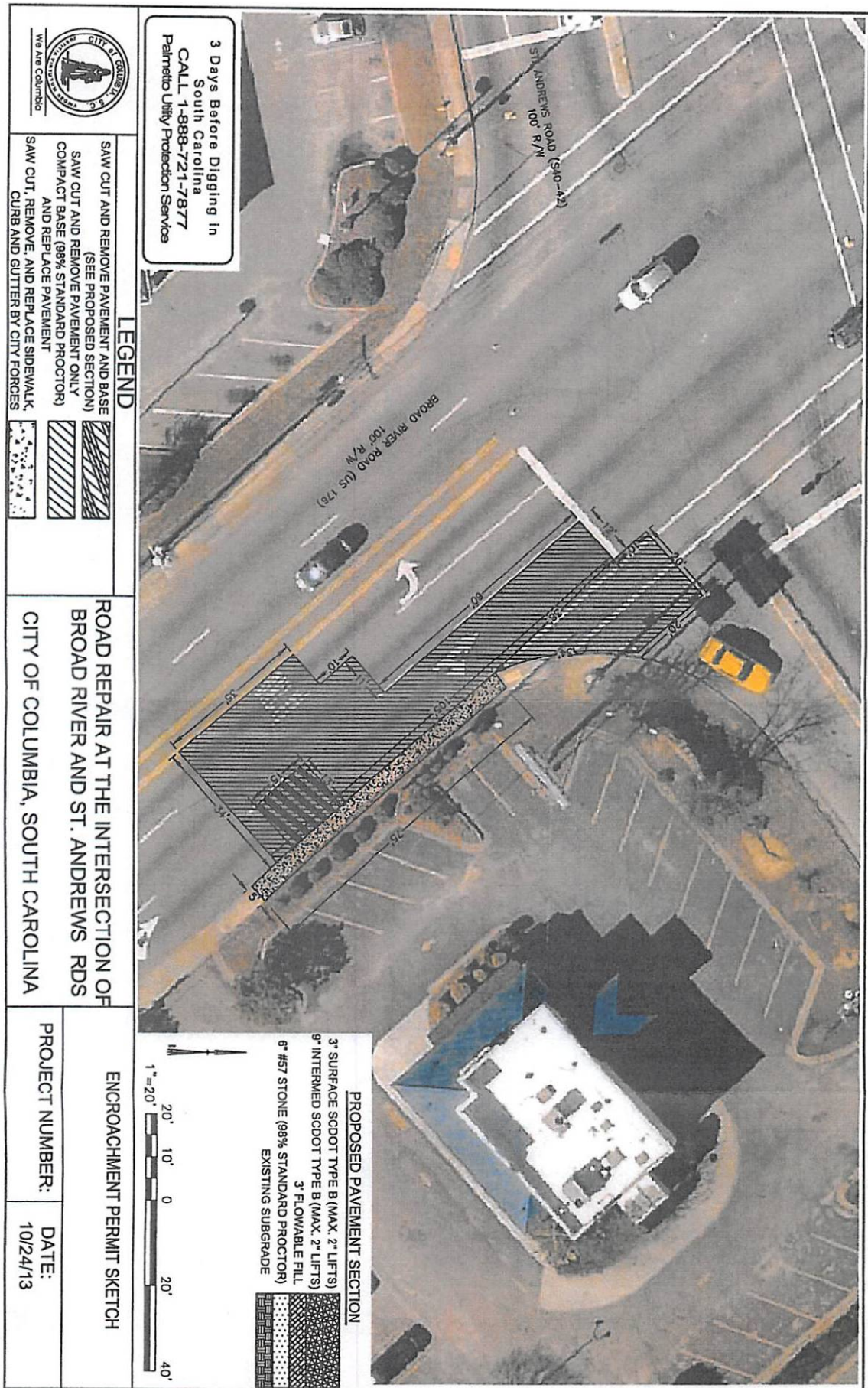
SUBJECT: WM4309 Pavement Repairs Due to Water Main Breaks

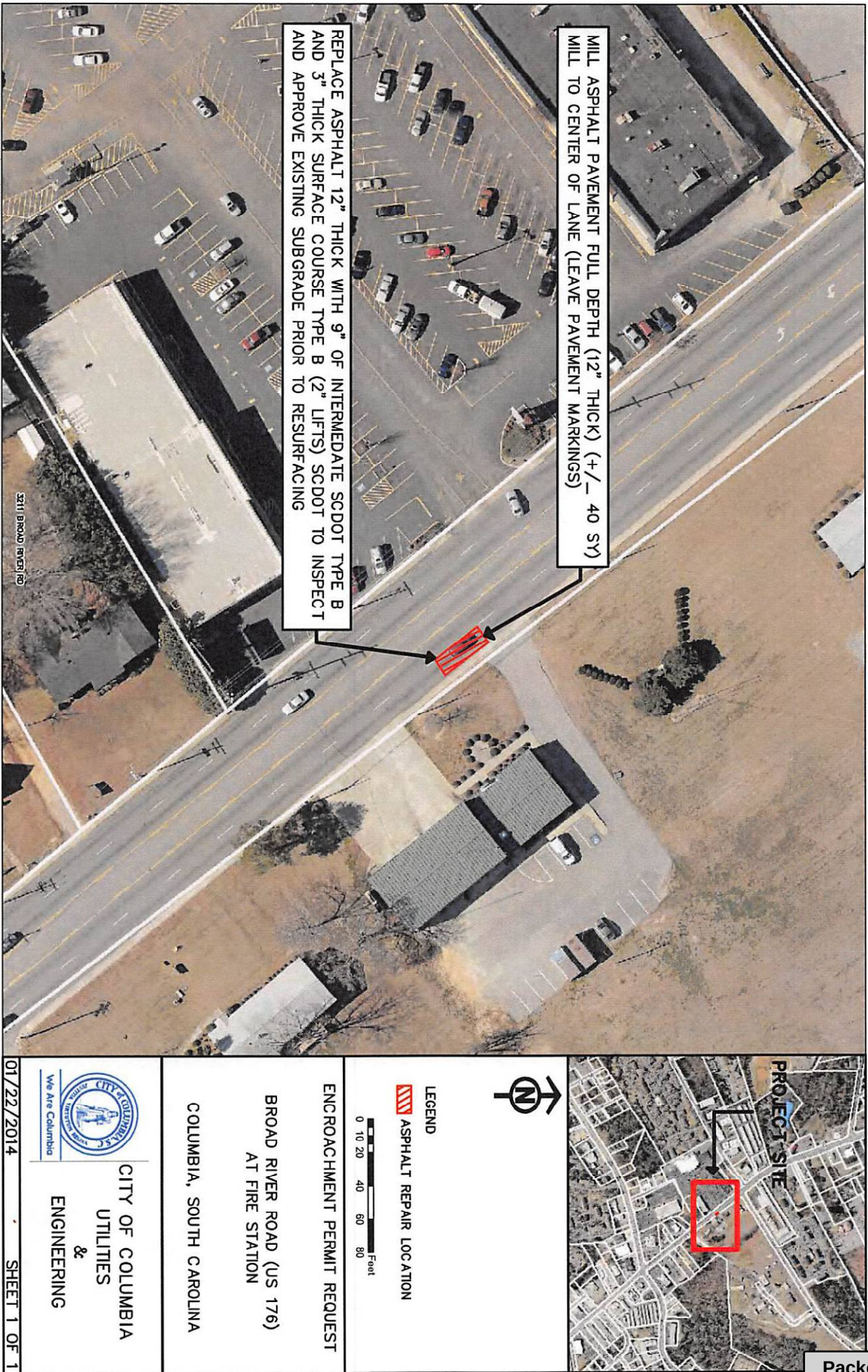
FINANCIAL IMPACT: The purpose of this project consists of pavement removal, asphalt milling, flowable fill placement, asphalt surface, material testing, thermoplastic pavement markings and reflective pavement marker placement.

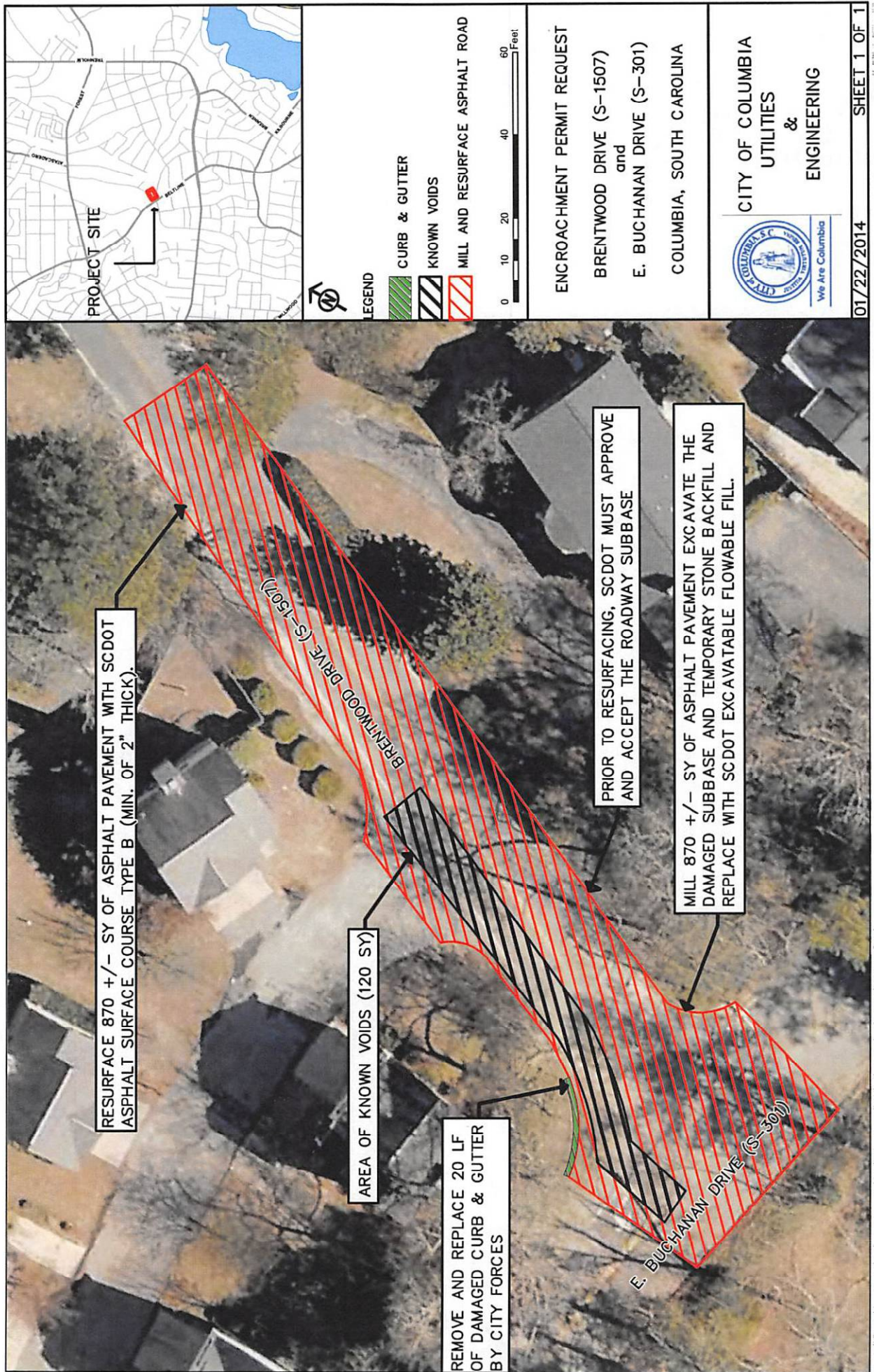
SUMMARY:**ATTACHMENTS:**

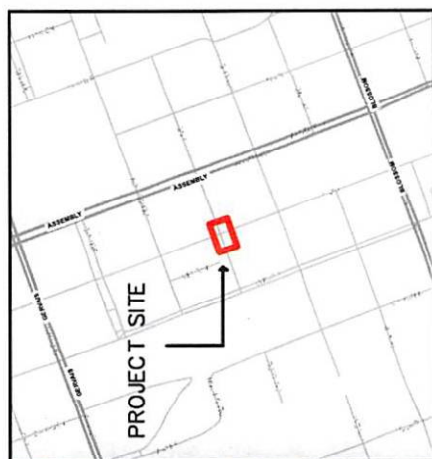
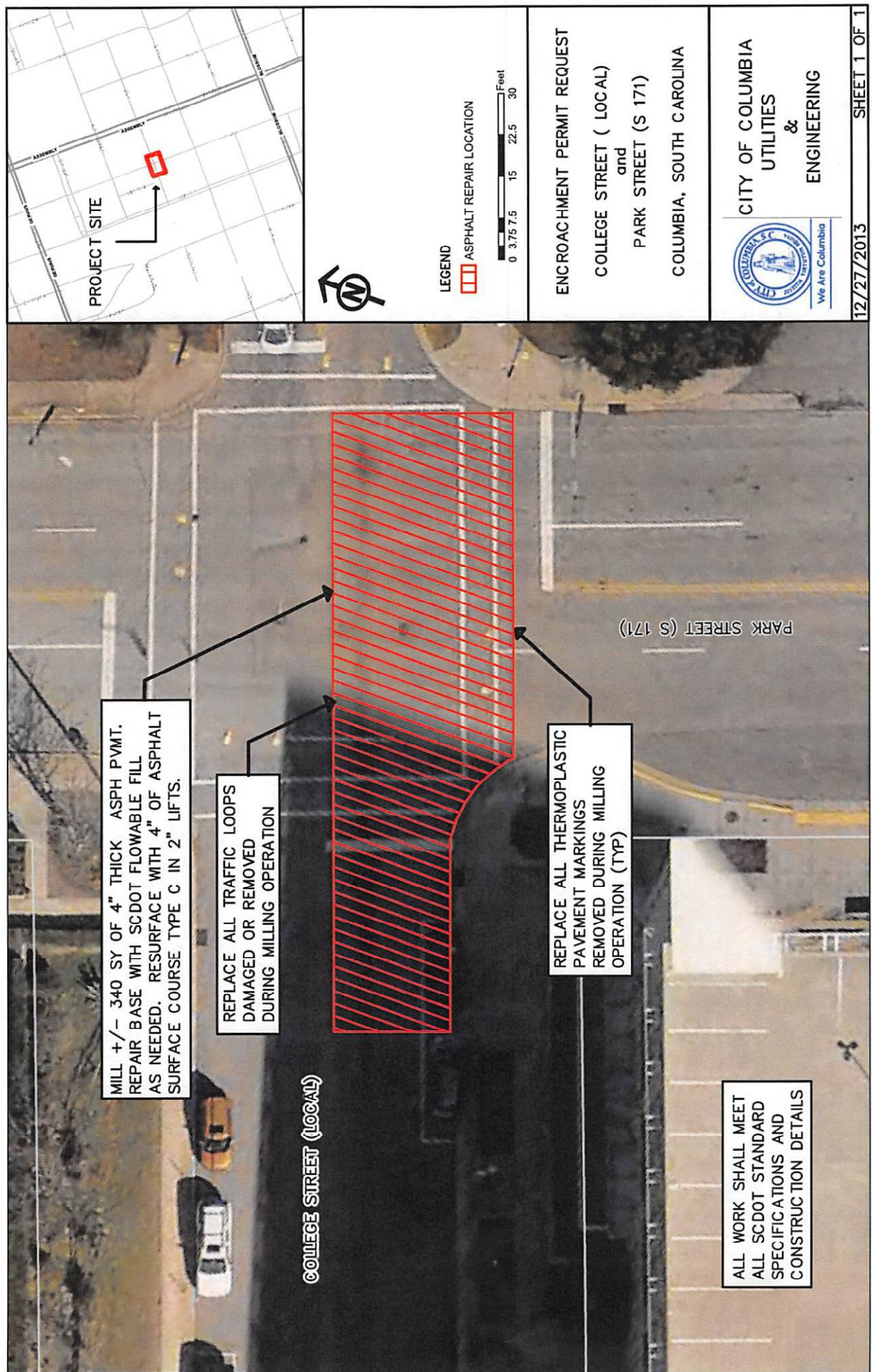
- WM4309 Pavement Repairs Due to Water Main Breaks Maps (PDF)
- WM4309 Pavement Repairs Due to Water Main Breaks Bidders List (PDF)











LEGEND



ENCROACHMENT PERMIT REQUEST

COLLEGE STREET (LOCAL)
and
PARK STREET (S 171)

COLUMBIA, SOUTH CAROLINA



CITY OF COLUMBIA
UTILITIES
&
ENGINEERING

Bidders Addresses

Sloan Construction, Incorporated

248 Plemmons Road
Duncan, SC 29334

C.R. Jackson, Incorporated

P.O. Box 8023
Columbia, SC 29202

Attachment: WM4309 Pavement Repairs Due to Water Main Breaks Bidders List (1167 : WM4309)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Rear Loader Garbage Trucks

FINANCIAL IMPACT: Capital Replacement- Autos, Truck, Heavy Equip. Capital

6308972 - 658500 \$
332,078.00

SUMMARY:

ATTACHMENTS:

- City Council Memo (PDF)



MEMORANDUM

To: Ms. Teresa B. Wilson, City Manager

From: LaWana Robinson-Lee, Buyer *ylt*

Date: February 21, 2014

Re: Request for Council Approval

Six (6) bids were received for the purchase of two (2) Rear Loader Garbage Trucks as requested by Fleet Services for the Solid Waste Division.

I respectfully request City Council's approval for this purchase from Amick Equipment Company Inc., a certified LBE, at the following quantity and cost plus S.C. sales tax.

2- Rear Loader Garbage Trucks (\$165,739.00 each)	\$ 331,478.00
Sales tax	<u>600.00</u>
Total	\$ 332,078.00

Amick Equipment Company Inc. is located in Lexington, SC 29072

This will be charged as follows:

Capital Replacement- Autos, Truck, Heavy Equip. Capital	
6308972 - 658500	\$ 332,078.00

Attachment: City Council Memo (1174 : Rear Loader Garbage Trucks)

DL
2/21/14

Bid Tabulation Report
00024-13-14: Rear Loader Garbage Truck
Wednesday, February 19, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B000304 - SHEALYS TRUCK CENTER INC.					
1340 BLUFF RD COLUMBIA, SC 29201			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor: Y		
1	07200	Rear Loader Garbage Truck As per described specifications	2.00	185,091.00	370,182.00
Total SHEALYS TRUCK CENTER INC.					370,182.00
Bidder ID: B001351 - Carolina International Trucks, Inc.					
1619 Bluff Road COLUMBIA, SC 29202			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor: Y		
1	07200	Rear Loader Garbage Truck As per described specifications	2.00	174,933.85	349,867.70
Total Carolina International Trucks, Inc.					349,867.70
Bidder ID: B001403 - thepetestore					
2605 river drive GREENVILLE, SC 29673			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: N Certified Local Vendor: Y		
1	07200	Rear Loader Garbage Truck As per described specifications	2.00	178,837.00	357,674.00
Total thepetestore					357,674.00
Bidder ID: B001785 - Worldwide Equipment					
707 Cherokee Lane W. Columbia, SC 29169-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	07200	Rear Loader Garbage Truck As per described specifications	2.00	175,936.00	351,872.00
Total Worldwide Equipment					351,872.00
Bidder ID: B001860 - Columbia Truck Center					
1450 Bluff Road Columbia, SC 29201-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y		

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

Bid Tabulation Report
00024-13-14: Rear Loader Garbage Truck
Wednesday, February 19, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
1	07200	Rear Loader Garbage Truck As per described specifications	2.00	331,730.00	663,460.00
Total Columbia Truck Center					663,460.00

165,865 ea

Bidder ID: V001146 - AMICK EQUIPMENT COMPANY INC

227 Glassmaster Rd
 LEXINGTON, SC 29072

Terms and Conditions: I Agree

Noncollusion: Y

Local Preference: Yes

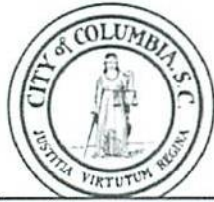
AMENDMENT: Y

Certified Local Vendor: Y

1	07200	Rear Loader Garbage Truck As per described specifications	2.00	165,739.00	331,478.00
Total AMICK EQUIPMENT COMPANY INC					331,478.00

Attachment: City Council Memo (1174 : Rear Loader Garbage Trucks)

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.



We Are Columbia

CITY OF COLUMBIA
General Services Department
Fleet Services Division

INTEROFFICE MEMORANDUM

TO: LAWANA ROBINSON -BUYER
FROM: EDGAR HEUSTESS, FLEET SERVICES SUPERINTENDENT
SUBJECT: BID # 00024-13-14
DATE: 02-21-2014

After reviewing the bids on the Rear Loader Garbage Truck, we have come to the conclusion to award Amick Equipment Company with the bid. They were the lowest bid turned in and met the minimum specifications of what we stated. Thank you for your help with this bid.

Edgar Heustess

Attachment: City Council Memo (1174 : Rear Loader Garbage Trucks)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: RESOLUTION NO.: R-2014-021 Authorizing the City Manager and Interim Chief of Police to execute a Mutual Aid Agreement between the City of Columbia and City of Columbia Police Department and the City of North Myrtle Beach and the City of North Myrtle Beach Police Department

N/A

FINANCIAL IMPACT:

SUMMARY:

Resolution No. (ID # 1170)

**RESOLUTION NO.: R-2014-021 AUTHORIZING THE CITY MANAGER
AND INTERIM CHIEF OF POLICE TO EXECUTE A MUTUAL AID
AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CITY OF
COLUMBIA POLICE DEPARTMENT AND THE CITY OF NORTH MYRTLE
BEACH AND THE CITY OF NORTH MYRTLE BEACH POLICE
DEPARTMENT**

APPROVED AS TO FORM

ATTEST

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: RESOLUTION NO.: R-2014-022 Authorizing the City Manager to approve the extension of the closing date of the Contract to Purchase between the Columbia Development Corporation and Palmetto Preservation Corp. for the purchase of the Palmetto Compress and Warehouse Building located at 617 Devine Street, Richland County TMS # 08915-13-03

N/A

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- R-2014-022 extend Palmetto Compress Warehouse & Building Contract (PDF)

Resolution (ID # 1173)

Meeting of March 4, 2014

Updated: 2/21/2014 11:50 AM

Page 2

Resolution No. (ID # 1173)

**RESOLUTION NO.: R-2014-022 AUTHORIZING THE CITY MANAGER
TO APPROVE THE EXTENSION OF THE CLOSING DATE OF THE
CONTRACT TO PURCHASE BETWEEN THE COLUMBIA DEVELOPMENT
CORPORATION AND PALMETTO PRESERVATION CORP. FOR THE
PURCHASE OF THE PALMETTO COMPRESS AND WAREHOUSE
BUILDING LOCATED AT 617 DEVINE STREET, RICHLAND COUNTY
TMS # 08915-13-03**

APPROVED AS TO FORM

ATTEST

RESOLUTION NO.: R-2014-022

Authorizing the City Manager to approve the extension of the closing date of the Contract to Purchase between the Columbia Development Corporation and Palmetto Preservation Corp. for the purchase of the Palmetto Compress and Warehouse Building located at 617 Devine Street, Richland County TMS # 08915-13-03

WHEREAS, by Resolution R-2013-051 enacted on April 23, 2013, City Council authorized the City Manager to execute a Development Loan Agreement between the City of Columbia and Columbia Development Corporation, or a single-member limited liability company owned by it ("Company"), for the acquisition and development of the land and building known as the Palmetto Compress and Warehouse Building located at 617 Devine Street, Richland County TMS #08915-13-03 ("Project"); and,

WHEREAS, on October 17, 2013, City Council approved Company to move forward with a contract of purchase with Palmetto Compress Preservation Developers, LLC; and,

WHEREAS, on October 15, 2013, City Council approved the aforesaid contract of purchase; and,

WHEREAS, Company, on October 17, 2014, Company entered in a contract of purchase with Palmetto Compress Preservation Developers, LLC with an anticipated closing date of March 25, 2014; and,

WHEREAS, on January 31, 2014 the Columbia Development Corporation Board agreed to amend the contract of purchase and provide for a new closing date of November 9, 2014, contingent upon a fully executed addendum to the loan agreement with the approval of the extension of the closing date of November 9, 2014 by the City of Columbia; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2014 that the Mayor and City Council hereby authorize the City Manager to approve the extension of the closing date of the Contract to Purchase between the Columbia Development Corporation and Palmetto Preservation Corp. for the purchase of the Palmetto Compress and Warehouse Building located at 617 Devine Street, Richland County TMS # 08915-13-03 until November 9, 2014.

Requested by:

Columbia Development Corporation

MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2013-051

Authorizing the City Manager to execute a Development Loan Agreement relating to the acquisition and development of the land and building known as the Palmetto Compress and Warehouse Company Building located at 617 Devine Street, Richland County TMS #08915-13-03

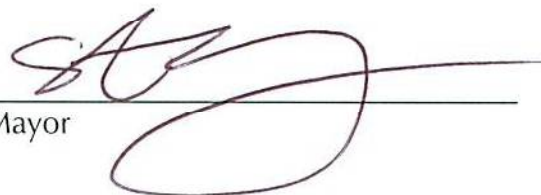
BE IT RESOLVED by the Mayor and City Council this 23rd day of April, 2013, that the City Manager is authorized to execute the attached Development Loan Agreement, or in a form approved by the City Attorney, between the City of Columbia and Columbia Development Corporation, or a single-member limited liability company owned by it (the "Company"), relating to the acquisition and development of the land and building known as the Palmetto Compress and Warehouse Company Building (collectively, the "Project"), located at 617 Devine Street, Richland County TMS #08915-13-03.

This resolution is contingent upon the Company entering into a contract to acquire all of the outstanding stock of Palmetto Preservation Corporation (the "Owner") or, in the alternative, to acquire the Project from the Owner in fee simple, as the Company deems most advantageous and appropriate in its sole and exclusive discretion.

Those certain findings of public purpose and the details of the acquisition and development of the Project as are set forth in Ordinance No. 2013-051, are hereby incorporated herein by specific reference thereto.

Requested by:

Mayor and City Council


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 4/23/2013

Final Reading: 4/23/2013

DEVELOPMENT LOAN AGREEMENT

THIS DEVELOPMENT LOAN AGREEMENT (the "Agreement") is made and entered into as of this 26th day of April, 2013, by and between the City of Columbia, South Carolina (the "City"), a body politic and corporate of the State of South Carolina (the "State"), and Columbia Development Corporation, a South Carolina nonprofit corporation (the "Company").

WITNESSETH:

WHEREAS, the City desires to acquire certain parcels of land located in downtown Columbia (the "Land"), and certain buildings, improvements, facilities and other appurtenances located on portions of the Land, known generally as the "Palmetto Compress and Warehouse Company Building" (the Land and aforementioned building collectively herein after referred to as, the "Real Property"), and foster and/or facilitate the preservation of the Palmetto Compress and Warehouse Company Building and its adaptive re-use and redevelopment of the Real Property; and

WHEREAS, the City desires to designate the Palmetto Compress and Warehouse Company Building as a City Landmark; and

WHEREAS, the City Council has enacted Ordinance No. 2013-051 (the "Ordinance"), authorizing the appropriation of up to \$7,000,000, from time to time, of available moneys (the "Appropriated Moneys"), in order to finance the costs of acquisition, maintenance, renovation, marketing, redevelopment, upfitting and improvement of the 2013 Project, which includes the Land and the certain buildings including the Palmetto Compress and Warehouse Company Building, improvements, facilities and other appurtenances located on portions of the Land comprising the Real Property, together with any costs associated with the maintenance, renovation, marketing, redevelopment, upfit or equipment thereof, and the payment of on-going operation and maintenance expenses and marketing and development expenses associated with the foregoing (collectively, the "2013 Project"); and

WHEREAS, the Company has experience, expertise and capability to facilitate projects such as the 2013 Project; and

WHEREAS, the City desires to engage the Company to facilitate the 2013 Project by, among other acts, acquiring the Real Property or the Stock, as defined hereinafter; and

WHEREAS, the City is aware of certain tax credits that are available under federal and South Carolina law, relating to the rehabilitation and redevelopment of historic structures and the financing thereof, including but not limited to textile mill and related properties (the "Tax Credits"), the benefits of which Tax Credits the City may desire to pass along (or avail itself) to one or more developers of the 2013 Project; and

WHEREAS, it is believed that, provided eligible rehabilitation or redevelopment expenditures are made to the 2013 Project, the Owner (or its successor through the acquisition of all of the outstanding stock of the Owner) may qualify for the Tax Credits; however, it is believed that certain of the Tax Credits may be significantly limited and/or unavailable if the assets comprising the 2013 Project were transferred from its current holding entity; and

WHEREAS, the current owner of the Real Property is Palmetto Preservation Corporation (the "Owner"), and it is believed that the Owner has owned the Real Property for more than 20 years; and

WHEREAS, the City proposes to loan the Appropriated Moneys to the Company, and that the Company either acquire the Real Property by utilizing the Appropriated Moneys to acquire all of the outstanding stock of the Owner (the "Stock") or, in the alternative, to purchase the Real Property in fee simple; and

WHEREAS, the City and the Company desire to enter into this Agreement to set forth their mutual understandings;

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do hereby agree as follows:

1

ARTICLE I
AVAILABILITY AND USE OF APPROPRIATED MONEYS

1.01 City Representations and Covenants. The City represents and agrees for the benefit of the Company that:

(a) the City Council has duly adopted the Ordinance, pursuant to which the City Manager is authorized to appropriate up to \$7,000,000, from time to time, from available moneys; and

(b) pursuant to this Agreement, the City shall make available to the Company such Appropriated Moneys as may be required to acquire all of the Stock or, in the alternative, acquire the Real Property in fee simple, and, in either event, pay such costs of the 2013 Project pursuant to Section 1.02(b) and Section 1.03 hereof;

(c) pursuant to this Agreement, the City shall provide the routine maintenance of the Real Property at no cost to the Company, including but not limited to landscaping, parking lot and driveway maintenance, fence repair, and graffiti removal;

(d) pursuant to this Agreement, the City shall pay directly to the service providers the routine monthly expenses of operating the Palmetto Compress and Warehouse Company Building and Real Property, including but not limited to expenses for electricity, water, storm water, propane, liability and property damage insurance, elevator, sprinkler systems, trash collection, security systems, a property manager if needed, and the maintenance of equipment of the 2013 Project;

(e) pursuant to this Agreement, the City shall conduct its own Environmental Phase I study and, if necessary, an Environmental Phase II study of the 2013 Project;

(f) pursuant to this Agreement, the City shall pay the initial costs associated with termination of the current demolition contract by and between Carolina Wrecking, Inc. and Owner, a roof assessment, repair and maintenance, locks replacement, termite and pest control, shoring of the below-grade retaining wall and replacing rotten wood as deemed necessary by the City; and

(g) pursuant to this Agreement, the City shall pay the real property taxes for the 2013 Project and shall reimburse the Company for its legal costs associated with the purchase of the 2013 Project.

1.02 Company Representations and Covenants. The Company represents and agrees for the benefit of the City that:

(a) the Company represents that it is nonprofit corporation duly organized and validly existing under the laws of the State of South Carolina (the "State"), and that it is authorized to execute, deliver and perform its obligations under this Agreement;

(b) the Company shall acquire all of the Stock or, alternatively, acquire the Real Property in fee simple, after consultation with and/or at the direction of the City and otherwise pay the costs of the 2013 Project. Provided, however, the Company's obligations hereunder are limited solely to the Appropriated Moneys made available by the City therefor pursuant to Section 1.01(b) and Section 1.03 hereof;

(c) to the extent within its control, the Company shall direct the investment of any Appropriated Moneys held by it only after consultation with and/or at the direction of the City and only in investments permitted for political subdivisions under applicable South Carolina law;

(d) the Company shall endeavor to develop and use the 2013 Project only after consultation with and/or at the direction of the City;

(e) the Company shall not sell, lease, abandon, dispose, demolish, transfer, mortgage or encumber, in whole or in part, the 2013 Project, Real Property or the Stock, if applicable, without first obtaining the prior written consent of the City; and

(f) the Appropriated Moneys shall only be used to acquire all of the Stock or Real Property in fee simple, as directed by the City, and pay the actual costs of the 2013 Project. No Appropriated Moneys may be used to pay management or development fees of the Company or any other party, without the prior written consent of the City;

(g) pursuant to this Agreement, the Company shall secure liability insurance on the 2013 Project in the amounts of \$1 million per occurrence/\$2 million aggregate, replacement value coverage for the Palmetto Compress and Warehouse Company Building and any other improvements to the Real Property covered thereby, and shall name the City of Columbia as an additional insured on the policies;

(h) pursuant to this Agreement, the Company shall contract directly with the service providers for the provision of utility and other routine monthly services, including but not limited to the provision of electricity, water and sewer, elevator service and maintenance, alarm and security system monitoring, and trash collection, the costs of which shall be paid directly to the service providers by the City pursuant to Section 1.01(d) above;

1.03 Loan of Appropriated Moneys. The parties hereto acknowledge and agree that, by execution of this Agreement, the City is hereby loaning to the Company the Appropriated Moneys as the same shall be made available by the City to the Company pursuant to Section 1.01(b), and the Company hereby agrees that it is indebted to repay the City in an amount equal to such Appropriated Moneys so advanced, without interest, within four (4) years of the date of this Agreement (the "repayment date") unless the repayment date has been extended in writing by mutual agreement of the parties; provided, however, that the Company's obligation to repay the loan described above is limited to such amounts as may be available to the Company following the sale, lease or other disposition, in whole or in part, of the 2013 Project, the Real Property or the Stock pursuant to Section 1.02(e).

ARTICLE II OPERATION OF THE 2013 PROJECT

2.01 City Disbursement of Appropriated Moneys. The City shall initially disburse to the Company, from the Appropriated Moneys, an amount equal to \$5,650,000 plus \$15,405 for termination costs associated with the Owner's demolition contract plus any additional closing costs incurred by the Company if purchasing the property in fee simple (the "Initial Disbursement"), for the Company to purchase either the Stock or the Real Property, as directed by the City. The City acknowledges the Company shall enter into a contract with the Owner for the purchase of either the Stock or the Real Property and agrees that it shall make the Initial Disbursement in such time and manner in accord with Company's obligations under such contract. Thereafter, the City shall make available, from time to time, up to \$100,000 of the Appropriated Moneys (the "Survey Moneys") for the Company to conduct pre-determined studies, including but not limited to preservation, development and marketing studies. For additional disbursements beyond the Initial Disbursement and the Survey Moneys, the Company shall request in writing the additional funds needed for completion of the 2013 Project and shall include all supporting documentation for the requested funds.

2.02 Company Development Committee. Pursuant to its by-laws, The Company shall establish a Company Development Committee to provide oversight of the 2013 Project (the "Development Committee"). The Development Committee shall consist of four (4) City employees to be designated by the City and a to-be-determined number of non-City employees to be designated by the Company. The Development Committee shall develop criteria for the development and marketing of the 2013 Project, approve the Requests for Proposal/Requests for Qualifications (RFPs/RFQs) to be issued for development of the 2013 Project and shall make recommendations to the City on the development of the 2013 Project and any potential sale of the 2013 Project or portion thereof. The Development Committee shall make quarterly written reports to City Council on the progress of the 2013 Project.

2.03 Company Reports. The Company shall make monthly written reports to the Development Committee detailing efforts made to develop and market the 2013 Project and all expenditures and anticipated expenditures for the next month.

2.04 Sale of the 2013 Project. The Company shall provide to the Development Committee all responses to RFPs/RFQs for development and marketing of the 2013 Project. The Development Committee shall formulate its recommendation based on the RFPs/RFQs and forward its recommendation along with the responses to the RFPs/RFQs to the Company. The Company shall forward its recommendation along with the recommendation of the Development Committee to City Council for its approval. City Council shall vote on whether to approve the sale of the 2013 Project in whole or in part. All sale proceeds for the sale of the 2013 Project or any portion thereof shall be distributed to the City.

ARTICLE III MISCELLANEOUS

3.01 Binding Nature of Agreement; Default. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Company, and their respective successors. Any failure by either party hereto on any obligation under this Agreement shall constitute a "Default" under this Agreement. Upon the occurrence of a Default, any aggrieved party shall notify the defaulting party that it has thirty (30) days after receipt of notice of Default within which to cure the Default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such Default, any aggrieved party shall have the right to any remedy provided in law, equity or provided elsewhere in this Agreement. In the event of a Default by the Company under this Agreement, and the Company fails to remedy such Default as provided herein, the City shall have no further obligation to the Company under this Agreement, no further Appropriated Moneys shall be disbursed to the Company, the City may in its sole and exclusive discretion, use any of the remaining limited Appropriated Moneys to complete the 2013 Project, and the Company shall immediately make any further assignments to the City of any construction contracts, professional services contracts (e.g., architectural, engineer, or prime contractors), any rights to use plans, drawings, and specifications, any governmental permits or approvals for the 2013 Project as may be necessary, and shall transfer any right or interest the Company has in the 2013 Project to the City.

3.02 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, elected official, officer, director, agent or employee of the City or the Company in any other than his or her official capacity, and neither the members of the City Council, the director of the Company, nor any official or officer executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City or the Company contained in this Agreement.

3.03 Approvals, Consents, Notices and Other Actions. No approvals, consents, notices and other similar actions required by this Agreement shall be deemed given unless and until reduced to writing. For purposes of providing any approvals, consents, notices and other similar actions required by this Agreement, such actions may be taken on behalf of the City by the City Manager, and may be taken on behalf of the Company by the president or other chief executive officer of the Company.

3.04 Amendments; Complete Agreement. This Agreement may not be amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of the parties hereto. Except as otherwise incorporated into this Agreement, this Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement.

3.05 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

3.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

3.07 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

3.08 Time is of the Essence. The parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

3.09 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the fullest extent permitted by law.

3.10 Cooperation; No Joint Venture. The City and the Company shall act in a good faith, commercially reasonable manner to address all matters related to the development, financing, construction, ownership and operation of the 2013 Project as contemplated by this Agreement. The City shall not be deemed the owner, constructively or otherwise, of any part, portion, or interest of or in the 2013 Project except as specifically agreed to herein. Specifically, but without limitation, the City shall never be construed to be in the chain of title for any part, portion, or interest of the 2013 Project, except as specifically set forth and agreed to herein. The parties hereby agree that nothing in this Agreement shall be deemed to place the City and the Company in the relationship of employer/employee, partners, or joint venturers. No party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner.

3.11 Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

To the City:	City of Columbia Attn: City Manager Post Office Box 147 Columbia, South Carolina 29217	With a copy to:	City Attorney Post Office Box 667 Columbia, South Carolina 29202
To the Company:	Columbia Development Corporation Attn: Fred Delk _____ Columbia, South Carolina _____	With a copy to:	_____ _____ _____ _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

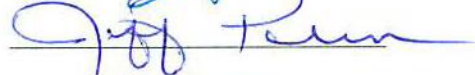
3.12 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

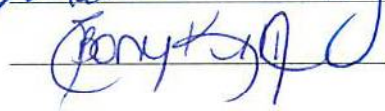
3.13 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

3.14 Successors and Assigns. All rights and privileges, obligations and liabilities created by this Agreement shall inure to the benefit of, and be binding upon the heirs, designees, administrators, executors, successors and assigns of the parties hereto; provided, however, the rights and privileges, obligations and liabilities of the Company under this Agreement may not be sold, assigned, transferred, or inure to any assignee of or successor to the Company without the prior written consent of the City, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the City of Columbia, South Carolina and Columbia Development Corporation have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

WITNESSES:



CITY OF COLUMBIA, SOUTH CAROLINA

By:


Teresa B. Wilson, City Manager

COLUMBIA DEVELOPMENT CORPORATION

By:


Fred Delk, Executive Director

- 11a. Palmetto Compress Warehouse – Mr. Fred Delk, Executive Director of the Columbia Development Corporation - *Approved*

Mr. Fred Delk, Executive Director of the Columbia Development Corporation stated that the Columbia Development Corporation (CDC) is bringing forth a recommendation for a developer of the Palmetto Compress Warehouse Building. He explained that the CDC produced a Request for Proposals and evaluated the responses. On behalf of the CDC, he recommended that Council accept the proposal from Palmetto Compress Preservation Developers, LLC. He noted that the contract is \$100,000 over the Corporation's purchase price of the building and the contract will be for \$5,750,000 in addition to the expenses incurred within the last six (6) months.

Upon a motion made by Ms. Devine and seconded by Mr. Newman, Council voted unanimously to authorize the Columbia Development Corporation to enter into a contract with Palmetto Compress Preservation Developers, LLC as the developer of the Palmetto Compress Warehouse.

CONSENT AGENDA

Upon a single motion made by Ms. Devine and seconded by Mr. Newman, Council voted unanimously to approve the **Consent Agenda Items 12, 14, 15, 18 and 19.** **Items 13, 16 and 17** were approved by a separate motion.

CONSIDERATION OF BIDS, AGREEMENTS and CHANGE ORDERS

12. Council is asked to reimburse the USC/Columbia Technology Incubator in the amount of \$50,000 for the boiler replacement at 1225 Lady Street, as requested by the General Services. *Funding Source: 5511219 658400 - Approved*
13. Council is asked to approve the Purchase of FC300 Bluetooth Meter Reading Devices, as requested by the Water Distribution Division. Award to Itron, as a Sole Source for the following quantities and services in the amount of \$106,560.36. This vendor is located in Liberty Lake, WA. *Funding Source: Utilities/Water Main Customer Service/Computer Equipment/Hardware; 5516202-627500 - Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Newman, Council voted unanimously to approve the Purchase of FC300 Bluetooth Meter Reading Devices, as requested by the Water Distribution Division. Award to Itron, as a Sole Source for the following quantities and services in the amount of \$106,560.36.



PO Box 734
Columbia SC
29202

911 Lady Street
Suite C
Columbia SC
29201

803.988.8040
803.988.8039

Memorandum

To: Teresa Wilson, City Manager
From: Fred Delk 
Subject: CDC Recommendation, Palmetto Compress Warehouse
Date: October 10, 2013

The CDC/City Development Loan Agreement requires City Council approval of a sale of the Palmetto Compress Warehouse. *(See Attached)*

The Columbia Development Corporation recommends Palmetto Compress Preservation Developers LLC as the developer for the warehouse property.

Contract Details:

- Purchase Price- \$5,750,000.00 and all CDC expenses associated with the Palmetto Compress Warehouse and associated properties.
- Deposit of \$10,000.00 at the time of contract signing, at risk after 30 days.
- Payment of \$272,500.00 at end of inspection period. This amount is at risk when paid.
- Inspection period ends 12/31/13.
- Closing must occur by 2/7/14.
- The contract will provide for the purchaser to landmark the property using the same language provided the Development Loan Agreement, and that this provision will survive the closing.

The building was purchased for \$5,650,000.00 on April 30. Since then, expenses related to the building are approximately \$ 157,000.00.

As outlined in our Development Loan Agreement with the City of Columbia, the CDC Board established a Development Committee, provided structural, engineering and environmental studies of the building and property, created an RFP process and advertised the building nationwide. The 6 RFP responses were reviewed and graded by the committee and by the CDC Board. The contract terms shown here have been agreed upon, and a contract has been prepared.

CDC is prepared to immediately execute a contract on this property with the approval of the City Council.

DEVELOPMENT LOAN AGREEMENT

THIS DEVELOPMENT LOAN AGREEMENT (the "Agreement") is made and entered into as of this 26th day of April, 2013, by and between the City of Columbia, South Carolina (the "City"), a body politic and corporate of the State of South Carolina (the "State"), and Columbia Development Corporation, a South Carolina nonprofit corporation (the "Company").

WITNESSETH:

WHEREAS, the City desires to acquire certain parcels of land located in downtown Columbia (the "Land"), and certain buildings, improvements, facilities and other appurtenances located on portions of the Land, known generally as the "Palmetto Compress and Warehouse Company Building" (the Land and aforementioned building collectively herein after referred to as, the "Real Property"), and foster and/or facilitate the preservation of the Palmetto Compress and Warehouse Company Building and its adaptive re-use and redevelopment of the Real Property; and

WHEREAS, the City desires to designate the Palmetto Compress and Warehouse Company Building as a City Landmark; and

WHEREAS, the City Council has enacted Ordinance No. 2013-051 (the "Ordinance"), authorizing the appropriation of up to \$7,000,000, from time to time, of available moneys (the "Appropriated Moneys"), in order to finance the costs of acquisition, maintenance, renovation, marketing, redevelopment, upfitting and improvement of the 2013 Project, which includes the Land and the certain buildings including the Palmetto Compress and Warehouse Company Building, improvements, facilities and other appurtenances located on portions of the Land comprising the Real Property, together with any costs associated with the maintenance, renovation, marketing, redevelopment, upfit or equipment thereof, and the payment of on-going operation and maintenance expenses and marketing and development expenses associated with the foregoing (collectively, the "2013 Project"); and

WHEREAS, the Company has experience, expertise and capability to facilitate projects such as the 2013 Project; and

WHEREAS, the City desires to engage the Company to facilitate the 2013 Project by, among other acts, acquiring the Real Property or the Stock, as defined hereinafter; and

WHEREAS, the City is aware of certain tax credits that are available under federal and South Carolina law, relating to the rehabilitation and redevelopment of historic structures and the financing thereof, including but not limited to textile mill and related properties (the "Tax Credits"), the benefits of which Tax Credits the City may desire to pass along (or avail itself) to one or more developers of the 2013 Project; and

WHEREAS, it is believed that, provided eligible rehabilitation or redevelopment expenditures are made to the 2013 Project, the Owner (or its successor through the acquisition of all of the outstanding stock of the Owner) may qualify for the Tax Credits; however, it is believed that certain of the Tax Credits may be significantly limited and/or unavailable if the assets comprising the 2013 Project were transferred from its current holding entity; and

WHEREAS, the current owner of the Real Property is Palmetto Preservation Corporation (the "Owner"), and it is believed that the Owner has owned the Real Property for more than 20 years; and

WHEREAS, the City proposes to loan the Appropriated Moneys to the Company, and that the Company either acquire the Real Property by utilizing the Appropriated Moneys to acquire all of the outstanding stock of the Owner (the "Stock") or, in the alternative, to purchase the Real Property in fee simple; and

WHEREAS, the City and the Company desire to enter into this Agreement to set forth their mutual understandings;

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I
AVAILABILITY AND USE OF APPROPRIATED MONEYS

1.01 City Representations and Covenants. The City represents and agrees for the benefit of the Company that:

(a) the City Council has duly adopted the Ordinance, pursuant to which the City Manager is authorized to appropriate up to \$7,000,000, from time to time, from available moneys; and

(b) pursuant to this Agreement, the City shall make available to the Company such Appropriated Moneys as may be required to acquire all of the Stock or, in the alternative, acquire the Real Property in fee simple, and, in either event, pay such costs of the 2013 Project pursuant to Section 1.02(b) and Section 1.03 hereof;

(c) pursuant to this Agreement, the City shall provide the routine maintenance of the Real Property at no cost to the Company, including but not limited to landscaping, parking lot and driveway maintenance, fence repair, and graffiti removal;

(d) pursuant to this Agreement, the City shall pay directly to the service providers the routine monthly expenses of operating the Palmetto Compress and Warehouse Company Building and Real Property, including but not limited to expenses for electricity, water, storm water, propane, liability and property damage insurance, elevator, sprinkler systems, trash collection, security systems, a property manager if needed, and the maintenance of equipment of the 2013 Project;

(e) pursuant to this Agreement, the City shall conduct its own Environmental Phase I study and, if necessary, an Environmental Phase II study of the 2013 Project;

(f) pursuant to this Agreement, the City shall pay the initial costs associated with termination of the current demolition contract by and between Carolina Wrecking, Inc. and Owner, a roof assessment, repair and maintenance, locks replacement, termite and pest control, shoring of the below-grade retaining wall and replacing rotten wood as deemed necessary by the City; and

(g) pursuant to this Agreement, the City shall pay the real property taxes for the 2013 Project and shall reimburse the Company for its legal costs associated with the purchase of the 2013 Project.

1.02 Company Representations and Covenants. The Company represents and agrees for the benefit of the City that:

(a) the Company represents that it is nonprofit corporation duly organized and validly existing under the laws of the State of South Carolina (the "State"), and that it is authorized to execute, deliver and perform its obligations under this Agreement;

(b) the Company shall acquire all of the Stock or, alternatively, acquire the Real Property in fee simple, after consultation with and/or at the direction of the City and otherwise pay the costs of the 2013 Project. Provided, however, the Company's obligations hereunder are limited solely to the Appropriated Moneys made available by the City therefor pursuant to Section 1.01(b) and Section 1.03 hereof;

(c) to the extent within its control, the Company shall direct the investment of any Appropriated Moneys held by it only after consultation with and/or at the direction of the City and only in investments permitted for political subdivisions under applicable South Carolina law;

(d) the Company shall endeavor to develop and use the 2013 Project only after consultation with and/or at the direction of the City;

(e) the Company shall not sell, lease, abandon, dispose, demolish, transfer, mortgage or encumber, in whole or in part, the 2013 Project, Real Property or the Stock, if applicable, without first obtaining the prior written consent of the City; and

(f) the Appropriated Moneys shall only be used to acquire all of the Stock or Real Property in fee simple, as directed by the City, and pay the actual costs of the 2013 Project. No Appropriated Moneys may be used to pay management or development fees of the Company or any other party, without the prior written consent of the City;

(g) pursuant to this Agreement, the Company shall secure liability insurance on the 2013 Project in the amounts of \$1 million per occurrence/\$2 million aggregate, replacement value coverage for the Palmetto Compress and Warehouse Company Building and any other improvements to the Real Property covered thereby, and shall name the City of Columbia as an additional insured on the policies;

(h) pursuant to this Agreement, the Company shall contract directly with the service providers for the provision of utility and other routine monthly services, including but not limited to the provision of electricity, water and sewer, elevator service and maintenance, alarm and security system monitoring, and trash collection, the costs of which shall be paid directly to the service providers by the City pursuant to Section 1.01(d) above;

1.03 Loan of Appropriated Moneys. The parties hereto acknowledge and agree that, by execution of this Agreement, the City is hereby loaning to the Company the Appropriated Moneys as the same shall be made available by the City to the Company pursuant to Section 1.01(b), and the Company hereby agrees that it is indebted to repay the City in an amount equal to such Appropriated Moneys so advanced, without interest, within four (4) years of the date of this Agreement (the "repayment date") unless the repayment date has been extended in writing by mutual agreement of the parties; provided, however, that the Company's obligation to repay the loan described above is limited to such amounts as may be available to the Company following the sale, lease or other disposition, in whole or in part, of the 2013 Project, the Real Property or the Stock pursuant to Section 1.02(e).

ARTICLE II OPERATION OF THE 2013 PROJECT

2.01 City Disbursement of Appropriated Moneys. The City shall initially disburse to the Company, from the Appropriated Moneys, an amount equal to \$5,650,000 plus \$15,405 for termination costs associated with the Owner's demolition contract plus any additional closing costs incurred by the Company if purchasing the property in fee simple (the "Initial Disbursement"), for the Company to purchase either the Stock or the Real Property, as directed by the City. The City acknowledges the Company shall enter into a contract with the Owner for the purchase of either the Stock or the Real Property and agrees that it shall make the Initial Disbursement in such time and manner in accord with Company's obligations under such contract. Thereafter, the City shall make available, from time to time, up to \$100,000 of the Appropriated Moneys (the "Survey Moneys") for the Company to conduct pre-determined studies, including but not limited to preservation, development and marketing studies. For additional disbursements beyond the Initial Disbursement and the Survey Moneys, the Company shall request in writing the additional funds needed for completion of the 2013 Project and shall include all supporting documentation for the requested funds.

2.02 Company Development Committee. Pursuant to its by-laws, The Company shall establish a Company Development Committee to provide oversight of the 2013 Project (the "Development Committee"). The Development Committee shall consist of four (4) City employees to be designated by the City and a to-be-determined number of non-City employees to be designated by the Company. The Development Committee shall develop criteria for the development and marketing of the 2013 Project, approve the Requests for Proposal/Requests for Qualifications (RFPs/RFQs) to be issued for development of the 2013 Project and shall make recommendations to the City on the development of the 2013 Project and any potential sale of the 2013 Project or portion thereof. The Development Committee shall make quarterly written reports to City Council on the progress of the 2013 Project.

2.03 Company Reports. The Company shall make monthly written reports to the Development Committee detailing efforts made to develop and market the 2013 Project and all expenditures and anticipated expenditures for the next month.

2.04 Sale of the 2013 Project. The Company shall provide to the Development Committee all responses to RFPs/RFQs for development and marketing of the 2013 Project. The Development Committee shall formulate its recommendation based on the RFPs/RFQs and forward its recommendation along with the responses to the RFPs/RFQs to the Company. The Company shall forward its recommendation along with the recommendation of the Development Committee to City Council for its approval. City Council shall vote on whether to approve the sale of the 2013 Project in whole or in part. All sale proceeds for the sale of the 2013 Project or any portion thereof shall be distributed to the City.

ARTICLE III MISCELLANEOUS

3.01 Binding Nature of Agreement: Default. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Company, and their respective successors. Any failure by either party hereto on any obligation under this Agreement shall constitute a "Default" under this Agreement. Upon the occurrence of a Default, any aggrieved party shall notify the defaulting party that it has thirty (30) days after receipt of notice of Default within which to cure the Default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such Default, any aggrieved party shall have the right to any remedy provided in law, equity or provided elsewhere in this Agreement. In the event of a Default by the Company under this Agreement, and the Company fails to remedy such Default as provided herein, the City shall have no further obligation to the Company under this Agreement, no further Appropriated Moneys shall be disbursed to the Company, the City may in its sole and exclusive discretion, use any of the remaining limited Appropriated Moneys to complete the 2013 Project, and the Company shall immediately make any further assignments to the City of any construction contracts, professional services contracts (e.g., architectural, engineer, or prime contractors), any rights to use plans, drawings, and specifications, any governmental permits or approvals for the 2013 Project as may be necessary, and shall transfer any right or interest the Company has in the 2013 Project to the City.

3.02 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, elected official, officer, director, agent or employee of the City or the Company in any other than his or her official capacity, and neither the members of the City Council, the director of the Company, nor any official or officer executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City or the Company contained in this Agreement.

3.03 Approvals, Consents, Notices and Other Actions. No approvals, consents, notices and other similar actions required by this Agreement shall be deemed given unless and until reduced to writing. For purposes of providing any approvals, consents, notices and other similar actions required by this Agreement, such actions may be taken on behalf of the City by the City Manager, and may be taken on behalf of the Company by the president or other chief executive officer of the Company.

3.04 Amendments: Complete Agreement. This Agreement may not be amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of the parties hereto. Except as otherwise incorporated into this Agreement, this Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement.

3.05 Sections: Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

3.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

3.07 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

3.08 Time is of the Essence. The parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

3.09 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the fullest extent permitted by law.

3.10 Cooperation: No Joint Venture. The City and the Company shall act in a good faith, commercially reasonable manner to address all matters related to the development, financing, construction, ownership and operation of the 2013 Project as contemplated by this Agreement. The City shall not be deemed the owner, constructively or otherwise, of any part, portion, or interest of or in the 2013 Project except as specifically agreed to herein. Specifically, but without limitation, the City shall never be construed to be in the chain of title for any part, portion, or interest of the 2013 Project, except as specifically set forth and agreed to herein. The parties hereby agree that nothing in this Agreement shall be deemed to place the City and the Company in the relationship of employer/employee, partners, or joint venturers. No party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner.

3.11 Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

To the City:	City of Columbia Attn: City Manager Post Office Box 147 Columbia, South Carolina 29217	With a copy to:	City Attorney Post Office Box 667 Columbia, South Carolina 29202
To the Company:	Columbia Development Corporation Attn: Fred Delk _____ Columbia, South Carolina _____	With a copy to:	_____ _____ _____ _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

3.12 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

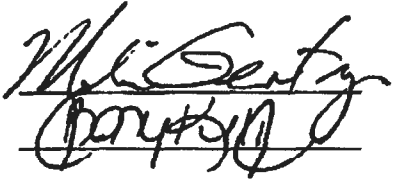
3.13 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

3.14 Successors and Assigns. All rights and privileges, obligations and liabilities created by this Agreement shall inure to the benefit of, and be binding upon the heirs, designees, administrators, executors, successors and assigns of the parties hereto; provided, however, the rights and privileges, obligations and liabilities of the Company under this Agreement may not be sold, assigned, transferred, or inure to any assignee of or successor to the Company without the prior written consent of the City, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the City of Columbia, South Carolina and Columbia Development Corporation have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

WITNESSES:





CITY OF COLUMBIA, SOUTH CAROLINA

By: 
Teresa B. Wilson, City Manager

COLUMBIA DEVELOPMENT CORPORATION

By: 
Fred Delk, Executive Director

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: Resolution No.: R-2014-024

FINANCIAL IMPACT: Fiscal Year 2013-2014

SUMMARY:

ATTACHMENTS:

- resolution_2014_024_adopting_criteria_for_special_source_rev_credit (PDF)

RESOLUTION NO.: R-2014-024

Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia

WHEREAS, Richland County recognizing that it and the City of Columbia have a real property tax base environment unlike any other in South Carolina, **through its Economic Development Committee has informally approved Special Source Revenue Credit incentive guidelines similar to the City of Columbia's set forth below** to offset a portion of the detrimental property tax effect to the taxpayer that is a result of tax exempt institutions owning real property within Richland County; and,

WHEREAS, in an effort to create an incentive for a public-private partnership for the benefit of Richland County the incentive has been created specifically for private, large capital investment, high density, vertical construction development in Richland County; and,

WHEREAS, the unique and specific incentive is for Richland County to create and realize real property tax revenue at a very high rate of real property taxes paid per acre of land developed within Richland County and/or the City of Columbia cores; and,

WHEREAS, the incentive is focused upon specific development for a use that has traditionally and predominately been a use which is exempt from real property taxes; and,

WHEREAS, the real property tax revenue created as a result of the incentive is of the highest margin real property tax revenue possible for the limited number of sites expected to meet the criteria due to the low impact use and low cost of service nature of the developments; and,

WHEREAS, the incentive will slow the growth of tax exempt real property and development within Richland County and/or the City of Columbia; and,

WHEREAS, the proper economic conditions and market demand required to make the unique and specific incentive relevant will be limited in scope compared to more traditional development projects within Richland County and/or the City of Columbia; and,

WHEREAS, the City of Columbia desires to adopt criteria in order to determine when it is appropriate to include a real property or real properties located within the corporate limits of the City of Columbia in a Multi-County Industrial Park in order for the development to qualify for Richland County's Special Source Revenue Credit Incentive; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2014, that the following criteria are hereby adopted in order for Columbia City Council to determine when it is appropriate to include a real property or real properties located within the corporate limits of the City of Columbia in a Multi-County Industrial Park in order for the development to qualify for Richland County's Special Source Revenue Credit Incentive:

1. A minimum private investment of \$40,000,000 in brick and mortar with no use of JEDA funds;
2. A minimum investment of \$5,000,000 per useable acre;
3. Pay a minimum tax bill of \$750,000 per year in annual property taxes before all tax credits have been applied;
4. Use will pay more in taxes after all credits have been applied than any other likely use of the property;
5. Structured parking and infrastructure with no use of public funds, other than bonds or obligations payable solely from taxpayer funds, used in construction cost.
6. Columbia City Council reserves the right to review (cost benefit analysis) and approve or deny any other assistance that may already be available to development project.

BE IT FURTHER RESOLVED that any real property located within the Bull Street Development Project shall not qualify for inclusion, nor does the City Council consent to the inclusion of any real property located within the Bull Street Development Project in a Multi-County Industrial Park for Richland County's Special Source Revenue Credit Incentive.

BE IT FURTHER RESOLVED, that inclusion of a real property or real properties located within the corporate limits of the City of Columbia in a Multi-County Industrial Park shall be by ordinance and the enactment of such an ordinance is in the sole and exclusive legislative discretion of Columbia City Council.

Requested by:

Economic Development Director

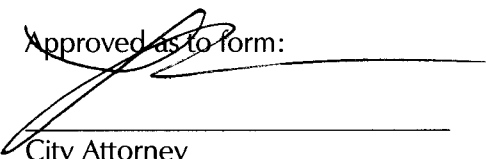
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: RESOLUTION NO.: 2013-112

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- resolution_2013_112_sister_city_with_taichung (PDF)

RESOLUTION NO.: R-2013-112*Resolution to form a Sister City with Taichung City*

WHEREAS, a significant portion of the population of the City of Columbia, South Carolina ("Columbia") has a common tie to Taiwan and the Pacific Rim; and,

WHEREAS, Columbia has a strong connection with Taichung City through its Mayor, The Honorable Jason C. Hu and Mr. Bob Chen who serves as Columbia's Honorary ambassador to Taiwan and the Pacific Rim; and

WHEREAS, Columbia has an opportunity to develop a cultural relationship with a strategic part of the world through a mutually beneficial partnership with Taichung City; and,

WHEREAS, Columbia and Taichung City have an opportunity to grow their economies through potential trade development; and,

WHEREAS, Columbia and Taichung City have an opportunity to benefit from exchanges in government, education and cultural activities; and,

WHEREAS, the Columbia World Affairs Council will help develop and sustain on-going communication and contact, and will help spearhead initial activities; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of December, 2013, that the City of Columbia hereby establishes a sister-city relationship with Taichung.

Requested by:

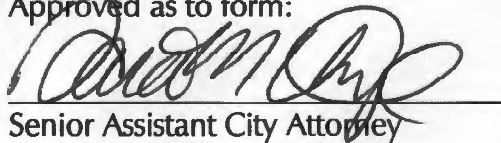
Mayor Benjamin

MAYOR

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: Ordinance No.: 2014-015 (Amended)

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- ordinance_2014_015_student housing_in_multi_county_industrialbusiness_park(PDF)

ORDINANCE NO.: 2014-015

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Park I S/S Blossom Street, Richland County TMS 08914-16-01 and 500 Huger Street,
Richland County TMS 08914-16-02)*

WHEREAS, Columbia City Council has determined that the Project meets the criteria set forth in Resolution No.: R-2014-024 and it is appropriate to consent to including the real properties in the Project in a Multi-County Industrial/Business Park for the development to qualify for Richland County's Special Source Revenue Credit Incentive; and,

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

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

WHEREAS, a student housing developer ("Developer") is planning private student housing development known as Park I ("Development") on property located in the City, as more particularly described on Exhibit A ("Property"); and,

WHEREAS, to make the Project competitive with the university-owned student housing developments in the County, representatives of the Developer and the City approached the County seeking a property tax reduction; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer for the Project; and,

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

WHEREAS, pursuant to the Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit, the fees in lieu of taxes generated from the Project will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

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

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2014 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

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

2. Each Credit Agreement will provide that (a) the owner of the Property will pay a fee in lieu of tax related to the Property ("FILOT") during the 10-year term of the Credit Agreement; (b) the annual FILOT payment payable from the Company to the County will be subject to reduction by a 50% infrastructure credit ("Credit") for the first ten years of the term of the Credit Agreement; (c) in each year during the term of the Credit Agreement, the City will be entitled to receive the portion of the FILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and, (d) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

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

Requested by:

Economic Development Director

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

ORDINANCE NO.: 2014-015
EXHIBIT A
PROPERTY DESCRIPTION

PARK I SITE DESCRIPTION

Parcel 1, S/S Blossom Street

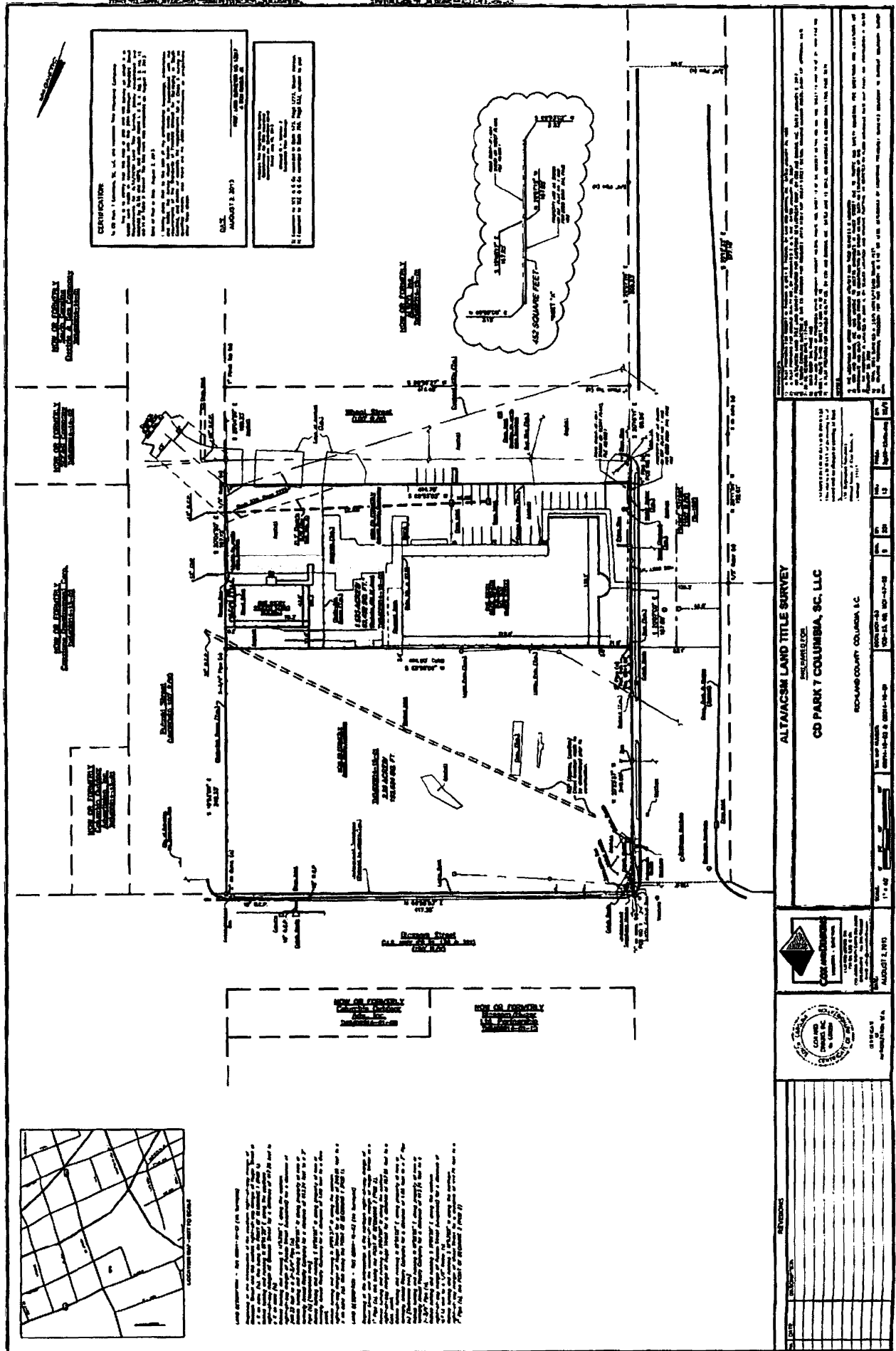
TMS: 08914-16-01

Beginning at the intersection of the southern right-of-way margin of Blossom Street and the eastern right-of-way margin of Huger Street at a X on cone. (o), this being the POINT OF BEGINNING 1 (POB 1); thence turning and running N 69°56'30" E along the southern right-of-way margin of Blossom Street for a distance of 417.26 feet to a X on cone (o); thence turning and running S 19°53'06" E along the western right-of-way margin of Pulaski Street (unopened) for a distance of 249.33 feet to a 2-3/4" Pipe (o); thence turning and running S 69°59'06" W along property of now or formerly Arnold Realty Company for a distance of 413.24 feet to a 2" Pipe (o) (Reference Iron); thence turning and running S 69°59'06" W along property of now or formerly Arnold Realty Company for a distance of 1.66 feet to a Calc. point; thence turning and running N 20°25'37" W along the eastern right-of-way margin of Huger Street for a distance of 249.06 feet to a X on cone. (o) this being the POINT OF BEGINNING 1 (POB 1).

Parcel 2, 500 Huger Street

TMS: 08914-16-02

Beginning at the intersection of the northern right-of-way margin of Wheat Street and the eastern right-of-way margin of Huger Street at a 1" Pipe (o), this being the POINT OF BEGINNING 2 (POB 2); thence turning and running N 20°07'00" W along the eastern right-of-way margin of Huger Street for a distance of 167.86 feet to a Calc. point; thence turning and running N 69°59'06" E along property of now or formerly Arnold Realty Company for a distance of 1.66 feet to a 2" Pipe (o) [Reference Iron]; thence turning and running N 69°59'06" E along property of now or formerly Arnold Realty Company for a distance of 413.24 feet to a 2-3/4" Pipe (o); thence turning and running S 20°04'50" E along the western right-of-way margin of Pulaski Street (unopened) for a distance of 167.12 feet to a 1/2" Rebar (o); thence turning and running S 69°53'02" W along the northern right-of-way margin of Wheat Street for a distance of 414.79 feet to a 1" Pipe (o), the POINT OF BEGINNING 2 (POB 2).



**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: Ordinance No.: 2014-019

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- ordinance_2014_019_university_residences_multi county_industrial_business (PDF)

ORDINANCE NO.: 2014-019

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(University Residences Columbia, LLC, 0.34 acre W/S Wayne Street, portion of TMS 08915-13-02;
2.01 acres Pulaski Street and 651 Greene Street, TMS 08914-14-03 & 08915-14-05;
2.33 acres NX 710 Pulaski Street, 710 Pulaski Street and 724 Pulaski Street, TMS 08915-13-07,
08915-13-06 and 08915-13-01; 3.81 ACRES, S/S Blossom Street and 620 Blossom Street,
TMS 08914-13-02 and 08914-13-03)*

WHEREAS, Columbia City Council has determined that the Project meets the criteria set forth in Resolution No.: R-2014-024 and it is appropriate to consent to including the real properties in the Project in a Multi-County Industrial/Business Park for the development to qualify for Richland County's Special Source Revenue Credit Incentive; and,

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

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

WHEREAS, a student housing developer ("Developer") is planning a private student housing development known as University Residences Columbia, LLC ("Development") on property located in the City, as more particularly described on Exhibit A ("Property," and together with the Development, "Project"); and,

WHEREAS, to make the Project competitive with the university-owned student housing developments in the County, representatives of the Developer and the City approached the County seeking a property tax reduction; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer for the Project; and,

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

WHEREAS, pursuant to the Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit, the fees in lieu of taxes generated from the Project will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

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

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2014 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's approval, execution and delivery of the Credit Agreement related to the Property; and,
2. Each Credit Agreement will provide that (a) the owner of the Property will pay a fee in lieu of tax related to the Property ("FILOT") during the 10-year term of the Credit Agreement; (b) the annual FILOT payment payable from the Company to the County will be subject to reduction by a 50% infrastructure credit ("Credit") for the first ten years of the term of the Credit Agreement; (c) in each year during the term of the Credit Agreement, the City will be entitled to receive the portion of the FILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and, (d) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.
3. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

Requested by:

Economic Development Director

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2014-019
EXHIBIT A
PROPERTY DESCRIPTION

0.34 ACRE, W/S Wayne Street

Portion of TMS: 08915-13-02

Being a 0.34 acre parcel of land, a portion of TMS# 08915-13-02, bounded by Greene Street to the north, property of CSX Transportation Inc. (formerly Wilmington/Columbia & Augusta Railroad) to the east and south; property of Palmetto Preservation Corp to the south and west; and Carolina Collegiate Federal Credit Union to the west.

BEGINNING at a railroad spike at the intersection of the southern right-of-way of Greene Street and eastern right-of-way of Pulaski Street thence North 70° 05' 06" East 207.56 feet to a ¾ inch pipe in the southern right of way of Greene Street, being the POINT OF BEGINNING; thence continuing along the right of way of Greene Street North 70° 06' 41" East 182.28 feet to a ½" rebar; thence turning and running in a curved line of length 270.56 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 3365.33 feet, chord bearing of South 22°48'04" East, chord distance of 270.49 feet) to 1/2" rebar; thence South 69° 40' 51" West 3.92 feet to a ½" pipe; thence along property now or formerly belonging to Palmetto Preservation Corp. South 69° 40' 51" West 14.95 feet to a ¾" pinch top; thence along the property now or formerly belonging to University of SC System Credit Union North 20° 13' 36" West 119.92 feet to a 1" pinch top; thence North 76° 05' 39" West 10.35 feet to 5/8" rebar; thence along the property now or formerly belonging to Carolina Collegiate Federal Credit Union North 53° 30' 16" West 24.76 feet to a 5/8" rebar; thence turning and running in a curved line of length 49.92 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 429.65 feet, chord bearing of N 60°21'30" W, chord distance of 49.90 feet) to a ¾" pipe; thence turning and running in a curved line of length 50.00 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 429.65 feet, chord bearing of N 66°10'19" W, chord distance of 49.97 feet) to a 5/8" rebar; thence turning and running in a curved line of length 50.10 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 322.89 feet, chord bearing of N 74°29'09" W, chord distance of 50.05 feet) to a ¾" pipe; thence turning and running in a curved line of length 50.12 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 322.89 feet, chord bearing of N 83°11'28" W, chord distance of 50.07 feet) to a ¾" pipe to the point of beginning and being a 0.34 of an acre according to a survey entitled Edwards Communities Development Co. dated December 18, 2013 by Cox and Dinkins, Inc.

2.01 ACRES, Pulaski Street and 651 Greene Street

TMS: 08914-14-03 and 08915-14-05

Being a 2.01 acre parcel of land, comprised of TMS#'s 08914-14-03 & 08915-14-05, bounded by Greene Street to the south, property now or formerly belonging to Seaboard System Railroad, Inc., to the east; the unopened right-of-way of College Street to the north, and properties now or formerly belonging to S.C. State Credit Union and Pulaski Street to the west.

BEGINNING at a 1" Pipe (o) at the intersection of the northern right-of-way of Greene Street and eastern right-of-way of Pulaski Street, this being the POINT OF BEGINNING; thence continuing along the eastern right of way of Pulaski Street North 20° 24' 42" West 158.46 feet to 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 70° 04' 14" East 208.69 feet to a 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 20° 06' 36" West 52.53 feet to a 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 19° 37' 47" West 158.78 feet to a 1/2" Rebar (o); thence turning and running along the property now or formerly belonging to the City of Columbia City Hall North 69° 57' 58" East 133.83 feet to a 1/2" Rebar (o); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 24° 24' 24" East 369.25 feet to a 2" Pipe (o); thence turning and running along the northern right-of-way of Greene Street South 69° 39' 30" West 163.68 feet to a 1" Pipe (o); thence continuing along the northern right-of-way of Greene Street South 69° 52' 33" West 207.00 feet to a 1" Pipe (o); said Pipe being the point of beginning and being 2.01 acres according to a portion of a survey entitled Edwards Communities Development Co. dated September 20, 2013 by Cox and Dinkins, Inc.

2.33 ACRES, NX 710 Pulaski Street, 710 Pulaski Street and 724 Pulaski Street

TMS: 08915-13-07, 08915-13-06 and 08915-13-01

Being a 2.33 acre parcel of land, comprised of TMS#'s 08915-13-07, 08915-13-06 & 08915-13-01, bounded by properties now or formerly belonging to Palmetto Preservation Corp. and Legal Bull Properties on Blanding, LLC to the south, Pulaski Street to the west, Greene street and property now or formerly belonging to Wilmington/Columbia & August RR Tax Dept. to the north and property now or formerly belonging to Wilmington/Columbia & August RR Tax Dept. to the east.

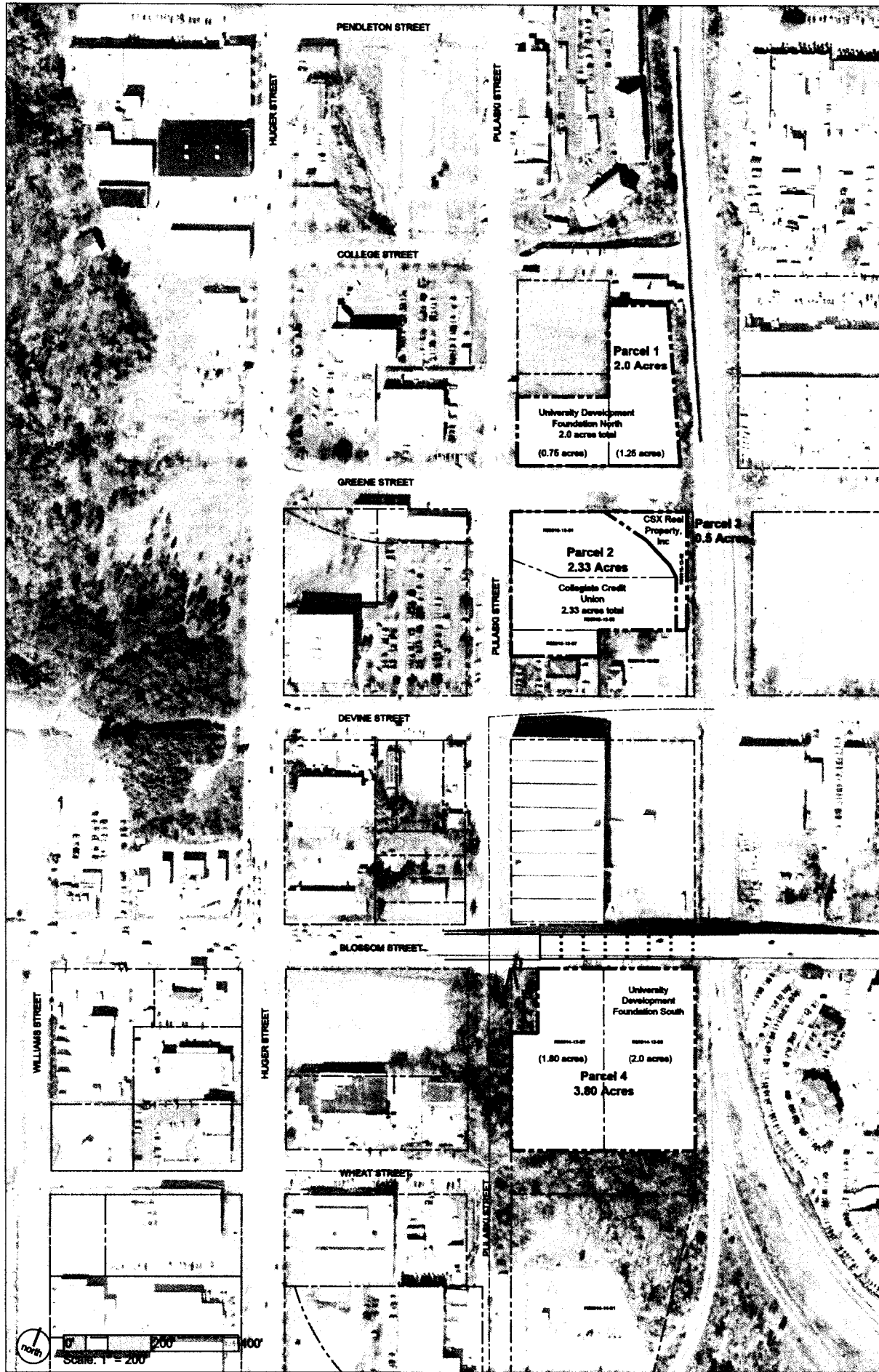
BEGINNING at a railroad spike (o) at the intersection of the southern right-of-way of Greene Street and eastern right-of-way of Pulaski Street, this being the POINT OF BEGINNING; thence North 70° 05' 06" East 207.56 feet to a 3/4" inch pipe in the southern right of way of Greene Street; thence turning and running in a curved line of length 50.12 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 322.89 feet, chord bearing of North 83°11'28" West, chord distance of 50.07 feet) to 3/4" Pipe (o); thence turning and running in a curved line of length 50.10 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 322.89 feet, chord bearing of South 74°29'09" East, chord distance of 50.05 feet) to 5/8" Rebar (o); thence turning and running in a curved line of length 50.00 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 429.65 feet, chord bearing of South 66°10'19" East, chord distance of 49.97 feet) to 3/4" Pipe (o); thence turning and running in a curved line of length 49.92 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 429.65 feet, chord bearing of South 60°21'30" East, chord distance of 49.90 feet) to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department South 53° 30' 16" East 24.76 feet to 5/8" Rebar (o); thence turning and running along a gap of unknown ownership South 76° 05' 39" East 10.35 feet to a 1" Pinch-Top (o); thence turning and running along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department South 20° 13' 36" East 119.92 feet to 3/4" Pinch-Top (o); thence turning and running along property now or formerly belonging to Palmetto Preservation Corp. South 69° 53' 27" West 185.66 feet to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Palmetto Preservation Corp. South 20° 31' 44" East 57.97 feet to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Legal Bull Properties on Blanding, LLC South 70° 32' 12" West 199.73 to 5/8" Rebar (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 43' 59" West 57.99 feet to 1/2" Rebar (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 54' 31" West 161.22 feet to RR Spike (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 52' 23" West 108.17 feet to RR Spike (o); said RR Spike being the point of beginning and being 2.33 acres according to a portion of a survey entitled Edwards Communities Development Co., dated September 20, 2013 by Cox and Dinkins, Inc.

3.81 ACRES, S/S Blossom Street and 620 Blossom Street

TMS: 08914-13-02 and 08914-13-03

Being a 3.81 acre parcel of land, comprised of TMS#'s 08914-13-02 & 08914-13-03, bounded by Blossom Street to the north, the unopened right-of-way of Wayne Street to the east; the unopened right-of-way of Wheat Street to the south, now or formerly belonging to SCE&G Company, and the unopened right-of-way of Pulaski Street to the west and property now or formerly belonging to Columbia Outdoor Advertising, Inc.

BEGINNING at a 5/8" Rebar w/ cap (o) at the intersection of the southern right-of-way of Blossom Street and western right-of-way of unopened Wayne Street, thus being the POINT OF BEGINNING; thence continuing along the unopened western right of way of Wayne Street South 20° 12' 23" East 419.32 feet to 5/8" Rebar w/ cap (o); thence turning and running along the unopened northern right-of-way of Wheat Street, property now or formerly belonging to S.C.E. & G. Company, South 70° 04' 00" West 208.13 feet to a 1/2" Rebar (n); thence continuing along the unopened northern right-of-way of Wheat Street, property now or formerly belonging to S.C.E. & G. Company, South 70° 03' 39" West 210.92 feet to a 5/8" rebar w/ cap (o); thence turning and running along the unopened eastern right-of-way of Pulaski Street North 20° 04' 49" West 266.85 feet to a 3/4" Pipe (o); thence turning and running along the property now or formerly belonging to Columbia Outdoor Advertising, Inc., North 69° 39' 21" East 60.21 feet to a 1" Pinch-Top (o); thence turning and running along the property now or formerly belonging to Columbia Outdoor Advertising, Inc., North 20° 12' 24" West 150.30 feet to a 1" Pinch-Top (o); thence turning and running along the southern right-of-way of Blossom Street North 69° 55' 17" East 149.53 feet to a 3/4" Pinch-Top (o); thence continuing along the southern right-of-way of Blossom Street North 69° 41' 18" East 208.71 feet to a 5/8" Rebar w/ cap (o); said Rebar being the point of beginning and being 3.81 acres according to a portion of a survey entitled Edwards Communities Development Co. dated September 11, 2012 by Cox and Dinkins, Inc.



PRIVATE DORMITORY STUDENT HOUSING AT THE UNIVERSITY OF SOUTH CAROLINA

DEVELOPMENT PROPERTIES

JANUARY, 2014

EDWARDS COMMUNITIES
DEVELOPMENT COMPANY



PRIVATE DORMITORY STUDENT HOUSING AT THE UNIVERSITY OF SOUTH CAROLINA

DEVELOPMENT PROPERTIES

JANUARY, 2014

EDWARDS COMMUNITIES
DEVELOPMENT COMPANY

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: Ordinance No.: 2014-020

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- ordinance_2014_020_assembly_&_park_st_inclusion_business_park (PDF)

ORDINANCE NO.: 2014-020

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Park II, Parcel 1, 1011 Assembly Street, Richland County TMS 08916-09-08, Parcel 2,
1000 Park Street, Richland County TMS 08916-09-09 and Parcel 3, 1016 Park Street,
Richland County TMS 08916-09-10)*

WHEREAS, Columbia City Council has determined that the Project meets the criteria set forth in Resolution No.: R-2014-024 and it is appropriate to consent to including the real properties in the Project in a Multi-County Industrial/Business Park for the development to qualify for Richland County's Special Source Revenue Credit Incentive; and,

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

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

WHEREAS, a student housing developer ("Developer") is planning a private student housing development known as Park II ("Development") on property located in the City, as more particularly described on Exhibit A ("Property,"); and,

WHEREAS, to make the Project competitive with the university-owned student housing developments in the County, representatives of the Developer and the City approached the County seeking a property tax reduction; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer for the Project; and,

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

WHEREAS, pursuant to the Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit, the fees in lieu of taxes generated from the Project will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

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

Attachment: ordinance_2014_020_assembly_&_park_st_inclusion_business_park (1207 : ORDINANCE NO.: 2014-020)

BE IT ORDAINED by the Mayor and City Council this ___ day of _____, 2014 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's approval, execution and delivery of the Credit Agreement related to the Property; and,
2. Each Credit Agreement will provide that (a) the owner of the Property will pay a fee in lieu of tax related to the Property ("FILOT") during the 10-year term of the Credit Agreement; (b) the annual FILOT payment payable from the Company to the County will be subject to reduction by a 50% infrastructure credit ("Credit") for the first ten years of the term of the Credit Agreement; (c) in each year during the term of the Credit Agreement, the City will be entitled to receive the portion of the FILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and, (d) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.
3. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

Requested by:

Economic Development Director

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

ORDINANCE NO.: 2014-020
EXHIBIT A
PROPERTY DESCRIPTION

PARK II SITE DESCRIPTION

Parcel 1, 1011 Assembly Street

TMS: 08916-09-08

All that certain piece, parcel, or tract of land, together with the improvements thereon, situate, lying and being on the Western side of Assembly Street between Senate and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as 1011 Assembly Street and 1013 Pendleton Street on a plat prepared for Bessie Bernstein and Jane Gibbes Edens by William Wingfield, Registered Surveyor, dated October 25, 1957, revised January 3, 1958 and later revised February 24, 1959, and having the following metes and bounds: commencing at a point on said Assembly Street Two Hundred Nine and 75/100 (209.75') feet North of the Northeast corner of Pendleton Street and Assembly Street and running along said Assembly Street South 18 degrees 50 minutes East for a distance of One Hundred Forty (140') feet; thence turning and running South 70 degrees 59 minutes West for a distance of Two Hundred Eight and 25/100 (208.25') feet; and being bounded on the South along said line by property now of Leventis; thence turning and running South 19 degrees no minutes East for distance of Sixty-nine and 75/100 (69.75') feet; thence turning and running along Pendleton Street South 71 degrees seven (7) minutes West for a distance of One Hundred Twelve and 64/100 (112.64') feet; thence turning and running North 18 degrees 52 minutes West for a distance of Twenty-nine (29') feet, and being bounded on the West along said line by property of Rivkin; thence turning and running South 71 degrees 7 minutes West for a distance of Ninety-six (96') feet to Park Street and being bounded on the South along said line by property of Rivkin; thence turning and running North 18 degrees 52 minutes West for a distance of One Hundred Seventy-nine and Eight-tenths (179.8') feet along said Park Street; thence turning and running North 70 degrees 56 minutes East for a distance of Four Hundred Sixteen and Nine-tenths (416.9') feet to the point of commencement, be all measurements a little more or less and being bounded on the North along said line by property of Bookman, Caughman and Sebastian, all of which is shown on said plat.

This being the same 1/8 interest conveyed to the Grantor herein by deed of Bessie Bernstein dated December 29, 1961, and recorded on December 30, 1961 in Deed Book 316, at page 285; And the same 1/24 interest inherited by the Isadore S. Bernstein herein from the Estate of Bessie Bernstein, filed for Probate in the Richland County Probate Court, December 27, 1968; And the same 1/4 interest conveyed to the Grantor herein by deed of Henry H. Edens and Jane G. Edens, dated December 18, 1984, and recorded on January 3, 1985 in Deed Book D724, at page 407.

Parcel 2, 1000 Park Street

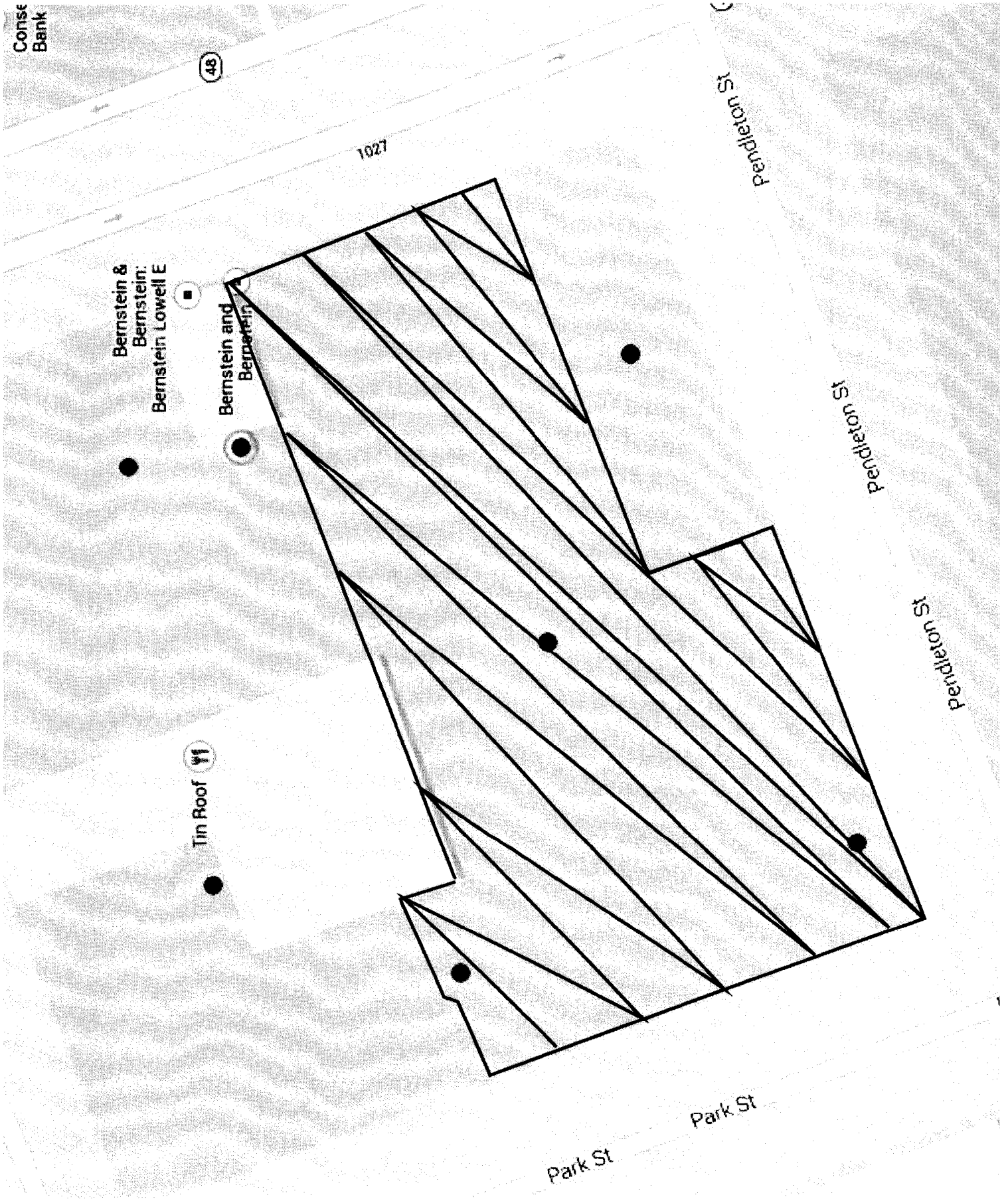
TMS: 08916-09-09

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being the northeastern corner of the intersection of Park (formerly Gates) and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, measuring 96 feet on its northern and southern sides and 29 feet on its eastern and western sides, and bounded on the north and on the east by property formerly of Mimnaugh and others, now owned by Edens, Bernstein, et al; on the south by Pendleton Street; and on the west by Park Street (formerly Gates).

Parcel 3, 1016 Park Street

TMS: 08916-09-10

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being on the east side of the 1000 block of Park Street (formerly Gates) in the City of Columbia, County of Richland, State of South Carolina, commencing at a point on the east side of said 1000 block of Park Street where said lot adjoining the property on the south thereof owned by Edens, Bernstein, et. al. and running back therefrom in an easterly direction for a distance of one hundred (100') feet along said property, thence turning and running in a northerly direction for distance of twenty-seven (27') feet along property formerly of Logan, thence turning and running in a westerly direction for a distance of sixty (60') feet, thence turning and running in a southerly direction for a distance of eight (8') feet five (5") inches, thence turning and running in a westerly direction for a distance of forty (40') feet to a point along said eastern side of Park Street, thence running along said eastern side of Park Street in a southerly direction for distance of eighteen (18') feet seven (7") inches to the point of commencement.



**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: ORDINANCE NO.: 2014-021

FINANCIAL IMPACT: FY 2013-2014

SUMMARY:

ATTACHMENTS:

- ordinance_2014_021_hardball capital _bull_street_agreement (PDF)

ORDINANCE NO.: 2014-021

*Authorizing the City Manager to execute a Venue License Agreement
between the City of Columbia and Hardball Capital LLC
for the planned multi-use entertainment facility in the Bull Street Development*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2014,
that the City Manager is authorized to execute the attached Venue License Agreement, or on
a form to be approved by the City Attorney, between the City of Columbia and Hardball
Capital LLC for the planned multi-use entertainment facility in the Bull Street Development.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

[CITY OF COLUMBIA DRAFT 2/28/14]

THIS DRAFT IS FOR DISCUSSION PURPOSES ONLY AND IS NOT LEGALLY BINDING IN ANY RESPECT. NO BINDING OBLIGATION WILL ARISE (AS A RESULT OF COURSE OF DEALING OR OTHERWISE) UNLESS AND UNTIL A FINAL VENUE LICENSE AGREEMENT IS DULY EXECUTED AND DELIVERED BY ALL PERSONS NAMED AS PARTIES.

VENUE LICENSE AGREEMENT

By and Between

HARDBALL CAPITAL LLC

and

**THE CITY OF COLUMBIA,
SOUTH CAROLINA**

_____, 2014

Attachment: ordinance_2014_021_hardball_capital_bull_street_agreement (1209 : ORDINANCE NO.: 2014-021)

VENUE LICENSE AGREEMENT

This Venue License Agreement ("Agreement") is made and entered into as of _____, 2014, by and between **HARDBALL CAPITAL LLC**, a Georgia limited liability company ("Hardball"), and **THE CITY OF COLUMBIA, SOUTH CAROLINA** (the "City") (Hardball and the City are sometimes herein referred to collectively as the "Parties," or singularly as each "Party").

ARTICLE I **RECITALS**

A. The City desires to assist in and accelerate the development of an approximately 180 acre tract of land in downtown Columbia, South Carolina (the "Bull Street Site") formerly home to the South Carolina Department of Mental Health, for a mixed-use commercial, recreational and residential project referred to as Bull Street ("Bull Street").

B. On July 31, 2013, the City entered into a Development Agreement with Hughes Development Corporation ("Hughes") whereby Hughes will acquire and revitalize the Bull Street Site (the "Bull Street Agreement"). The preliminary plan for Bull Street includes the substantial re-use of many of the historic structures on the property along with residential dwelling units, and approximately 1.7 million square feet of retail, hotel, commercial and office areas. The plan also includes church locations, recreational spaces, hiking and biking trails, preserved and open spaces and community facilities. An economic impact study commissioned by the Greater Columbia Chamber of Commerce (the "Chamber Study") projects that the Bull Street development could have an anticipated impact on the City of Columbia of approximately \$1.2 billion per year and could assist with the creation create and support of up to 6,100 jobs.

C. The Chamber Study also concluded that "Columbia could further enhance and speed up these impacts occurring by including a minor league baseball park in the development plan." The Chamber Study noted the effect that minor league ballparks have had in similar-sized cities throughout the country and stated that Columbia "may even be at a competitive disadvantage with other South Carolina cities in terms of attractive places to live since it does not have a minor league team".

D. In part based on the recommendation in the Chamber Study and a Brailsford & Dunleavy feasibility study commissioned by the City, the City desires to build a multi-use entertainment facility, which would host outdoor concerts, festivals, community and family-friendly events as well as minor league baseball, as part of the Bull Street project. The City desires to build a multi-use entertainment facility for the public purpose of providing recreational, cultural, and business and community development opportunities for residents of the City, and to further tourism and economic development in the City.

E. Hardball and its affiliates own and operate minor league professional baseball teams and Hardball desires to bring a team to play at a to-be-constructed multi-use entertainment facility in Columbia, South Carolina.

F. Hardball and the City desire to cause to be designed, financed and constructed a first class, urbanistic-sensitive multi-use entertainment facility (the "Venue", as

further defined herein) pursuant to a Development Agreement (the “Development Agreement”) to be agreed upon between the City, Hardball and Hughes, with the goal of opening for the 2015 baseball season if feasible, or if that is not feasible, the 2016 season.

G. Hardball and the City desire that Hardball cause the Club to play its home baseball games in the Venue for a minimum of 30 years, and to license certain use of the Venue to Hardball under the terms and conditions of this Agreement.

H. Hardball is skilled and experienced in the management, operation, maintenance and supervision of multi-use entertainment facilities, including those that feature minor league baseball.

I. Hardball and the City desire that Hardball manage, operate and maintain the Venue (as defined herein) under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hardball and the City agree as follows:

ARTICLE II **DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning set forth below.

A. “Applicable Laws” shall mean all applicable laws, ordinances, orders, rules, regulations, resolutions and requirements of duly constituted Governmental Authorities.

B. “Baseball Attendance” shall mean, for each Hardball Home Baseball Game:

- i Paid attendance (including no-shows);
- ii Suite tickets (excluding separately paid “standing room only” tickets, if any);
- iii Sponsorship and promotional agreement/arrangement tickets; and
- iv Complimentary attendance, except for the exclusions as set forth in Hardball Events Attendance below.

C. “Board of Advisors” shall have the meaning set forth in Section XXIV(A) hereof.

D. “Box Offices” shall mean the ticketing box offices at the Venue at which tickets for Venue Events are sold, printed and distributed.

E. “Broadcast Rights” shall mean the exclusive worldwide right, on a live or delayed basis, to produce and distribute programming by means of the transmission or retransmission of electronic signals, including over-the-air VHF and UHF signals, internet or otherwise “online”, cable (basic, premium and pay-per-view), multi-channel distribution systems, wire, fiber, microwave, satellite, master antenna and direct broadcast satellite, as well as recorded visual images with or without sound, including photographs, films, videotapes and cartridges. Broadcast Rights shall also include the copyrights for any such programming or portions thereof and the exclusive right to make, use, sell and license the same for commercial or non-commercial purposes.

F. “Business Day” means any day, other than a Saturday or Sunday and other than a day that banks in the State of South Carolina are generally authorized or required by Applicable Laws to be closed.

G. “City Event” shall mean any event, activity or program held at the Venue scheduled by City (in accordance with and as contemplated by Article XI) that is not a Hardball Event.

H. “City Financing” shall mean the financing obtained and used by the City to fund construction of the Venue, as determined by the City in its sole discretion.

I. “City Maintenance and Improvement Fund” shall have the meaning set forth in Section IV(D)(1) herein.

J. “City Maintenance Obligations” shall have the meaning set forth in Section IV(C).

K. “City Owned Parking Areas” shall mean those Parking Areas owned by the City for use in connection with the Venue, Venue Events and other purposes pursuant to the Development Agreement, the terms and conditions applicable to which are set forth in the Development Agreement, and the land for which will be contributed to the City by Hughes.

L. “Club” shall mean the minor league baseball franchise owned and operated by Hardball meeting the requirements set forth in Section XVII(A)(3) that plays baseball in the Venue during the Term.

M. “Code” shall mean the Internal Revenue Code of 1986, as amended, or any successor thereto.

N. “Consumer Price Index” shall mean the Consumer Price Index, All Urban Consumers, U.S. City Average, Unadjusted, as published by the U.S. Bureau of Labor Statistics.

O. “Development Agreement” shall have the meaning set forth in the Recitals in Section I(F).

P. “FF&E” shall mean furniture, fixtures, equipment and other items of personal property.

Q. “Food and Beverage Concessions” shall mean all food and beverage (both alcoholic and non-alcoholic) products and services required or appropriate for, and sold or provided at, any and all Venue Events, whether through fixed or portable stands, machines or vendors, including dining, Suite waitperson service, catering, concessions vending, vending machines, roving vendors, picnics, snack bars and any other food or beverages served at the Venue.

R. “Food and Beverage Concessions Equipment” shall mean all equipment required to store, prepare, display, service, distribute and sell Food and Beverage Concessions at the Venue

S. “Governmental Authority” shall mean any federal, state or local government (including the City), agency, court, commission or other body with jurisdiction of the matter in question.

T. “Hardball Areas” shall mean the areas designated in the Plans and Specifications as administrative offices, Team Store(s), designated storage areas, and the Home Team locker room during the baseball season, and coaching offices during the baseball season, and all kitchens, food and beverage preparation, storage and sales areas.

U. “Hardball Contribution” shall mean the Hardball Initial Contribution and the Hardball Development Contribution.

V. “Hardball Development Contribution” shall have the meaning set forth in Section IV(A)(2).

W. “Hardball Events” shall mean all activities and events at the Venue, including Hardball Special Events and Hardball Home Baseball Games, but excluding City Events.

X. “Hardball Events Attendance” shall mean Baseball Attendance together with the actual attendance for all other Hardball Events for which an admission fee is charged or a room rental or other facility fee is charged. Hardball Events Attendance shall not include attendance from:

- i employees, media and game day performance personnel;
- ii complimentary tickets issued to visiting and home teams, scouts, and other uniformed and non-uniformed personnel in accordance with MLB and NAPBL standard practices and policies for minor league teams;
- iii tickets issued to charitable groups (i.e., those groups who are Section 501(c)(3) organizations under the Code (e.g., Boys and Girls Club)); provided the tickets are provided for free by Hardball; and
- iv tickets provided for free by Hardball through its charitable programs, such as its school and library reading programs.

Y. “Hardball Event Novelties and Souvenirs” shall mean any novelty, clothing or souvenir sold at any Hardball Event.

Z. “Hardball Home Baseball Game” shall mean all home games of the Club, including all exhibition, preseason, regular season and postseason home games.

AA. “Hardball Initial Contribution” shall have the meaning set forth in Section IV(A)(1).

BB. “Hardball Maintenance Obligations” shall have the meaning set forth in Section IV(C).

CC. “Hardball Provided Parking Areas” shall mean those Parking Areas to be provided by Hardball for use in connection with the Venue, and Venue Events pursuant to the Development Agreement, the terms and conditions applicable to which are set forth in the Development Agreement.

DD. “Hardball Special Event” shall mean any event that is not a Hardball Home Baseball Game and is an event conducted at the Venue and scheduled by Hardball pursuant to Article XI herein, including concerts and other sporting events.

EE. “Maintenance Budget” shall have the meaning set forth in Section IV(D)(4) hereof.

FF. “MLB” shall mean Major League Baseball.

GG. “Naming Rights” shall have the meaning set forth in Section IX(A).

HH. “Naming Rights Partner” shall mean the entity after whom the Venue shall be named. A Naming Rights sponsorship will be sold for the economic benefit of both the City and Hardball as further described in Article IX.

II. “NAPBL” means the National Association of Professional Baseball Leagues.

JJ. “Novelties and Souvenirs” shall mean any product, item, device, souvenir, novelty, supply or other similar kind of personal property. Novelties and Souvenirs shall include baseball caps and hats, bats, T-shirts, sweatshirts, jerseys and pullovers, baseballs, baseball and other sports and entertainment trading cards, baseball gloves, scorecards, programs, souvenir books and other products related to the forgoing products or related to or sold in conjunction with Hardball Events.

KK. “Parking Areas” shall mean those areas agreed upon as “Parking Areas” for the Venue pursuant to the Development Agreement, which shall include the Hardball Provided Parking Areas and the City Owned Parking Areas.

LL. “Performance License Fees” shall have the meaning set forth in Section IV(A)(3) herein.

MM. “Permanently Affixed Venue Signage” shall mean all advertising signage at the Venue that is permanently affixed to any portion of the Venue including, the outfield fence(s) and other field surface walls surrounding the field and around the concourse, picnic areas, suite level, foul poles, lighting structures, dugouts, and the service level. It shall also include marquee signage at or near the entrances to the Venue.

NN. “Plans and Specifications” shall mean the plans and specifications developed by mutual agreement of the Parties pursuant to the Development Agreement specifically describing the design of the Venue and all included amenities.

OO. “Project Budget” shall be the budget to develop the Venue, which budget shall not exceed \$35,000,000.

PP. “Scoreboard Advertising” shall mean any and all advertising displayed on the Venue scoreboard and videoboard, including audio, video and message center advertising.

QQ. “Signage” shall mean all signs, banners, flags, pennants, and similar items or displays, whether permanent (including any of the foregoing that is permanently affixed to any item or imbedded in any item), temporary (including any of the foregoing that is electronic, virtual or otherwise projected) or mixed.

RR. “Tax Exempt Bonds” shall mean bonds or other obligations issued by or on behalf of the City for which the interest thereon is excluded from the gross income of the holders thereof.

SS. “Utility” or “Utilities” shall mean the electric, gas, sewage, water, storm water, telecommunication services, and Internet/wireless/broadband/multimedia services utilized at the Venue.

TT. “Venue” shall mean the planned multi-use entertainment facility located in the City of Columbia, South Carolina, as described in the Plans and Specifications, including such immediately adjacent exterior area as designated pursuant to the Development Agreement.

UU. “Venue Maintenance” shall include, but not be limited to, maintenance of the playing field and landscaped areas inside the Venue, which maintenance shall include regular mowing, watering, fertilizing and other chemical treatments required to maintain the field and landscaping at professional stadium quality and the grounds in an attractive and clean condition, specialized turf care as required, such as aeration and other treatments which are required to maintain the quality of the field as defined herein, recycling requirements and the maintenance of all unsodded areas of the field and Venue.

VV. “Venue Equipment” shall have the meaning set forth in Section XVI(B) hereof.

WW. “Venue Events” shall mean all City Events and all Hardball Events.

XX. “Venue Manager” shall mean Hardball or its permitted assignee pursuant to Article XXII.

YY. “Venue Services” shall mean and consist of the following:

1. Operation Services. The operation and staffing of Food and Beverages Concessions, the Venue scoreboard, the public address system, the Box Offices, collections, security within the Venue, all ticket booths and ushering services, first-aid room, the opening and closing of the Venue and the operation of all Venue facilities (excluding Hardball Areas) at all Venue Events.

2. Field Preparation. Field preparation in advance of baseball games or other on-field Venue Events which shall include, but not be limited to, lining the field, preparation of the unsodded areas of the field, installation of bases, restoration of the field surface as required, and such other services needed to fully prepare the field for baseball games and other Venue Events.

3. Janitorial Services. The cleaning and maintenance of the interior portions of the Venue during and after all Venue Events, including the stocking of all restrooms with paper products as required prior to such events, the pickup and disposal of all trash collected immediately after such events and any necessary clean-up of trash and debris from the Venue used by attendees of Venue Events. All janitorial services provided to the Venue shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with Applicable Laws.

4. Pre-Event Venue Services. The preparation of the Venue for any Venue Event as may be required, including conversion of the playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment, installation of any additional sound equipment and/or temporary lighting that may be required for the Venue Event.

5. Venue Security. Venue security in accordance with Section V(B).

ZZ. “Suites” shall mean the suites identified in the Plans and Specifications.

AAA. “Team Store(s)” shall mean the merchandise store(s) located within the Venue, which are more specifically described in the Plans and Specifications.

ARTICLE III **TERM**

A. Effectiveness; Conditions. This Agreement is effective and enforceable immediately upon execution by the Parties, but is subject to the following conditions in favor of both parties, except as expressly provided below:

1. Approval of City Council. Approval of this Agreement by the City Council of the City.

2. Execution of Development Agreement. On or before May 1, 2014, as such date may be extended by mutual agreement, the City, Hardball and Hughes shall have entered into a Development Agreement, and such Development Agreement shall be approved by the City Council of the City. Such Development Agreement will provide the terms for design, financing and construction of the Venue, and may address the City Owned Parking Areas, and related infrastructure, including contribution by Hughes to the City of the land for the Venue and City Owned Parking Areas; and

The Development Agreement may also establish terms and conditions for the operation, repair, maintenance and replacement of the Parking Areas, including, City Owned Parking Areas and Hardball Provided Parking Areas.

3. Satisfaction of Development Agreement Conditions. On or before August 1, 2014, as such date may be extended by mutual agreement, all conditions precedent to groundbreaking as set forth in the Development Agreement (including all conditions to City Financing) shall have been satisfied.

4. Execution of Hughes/City Agreements. On or before April 1, 2014, as such date may be extended by mutual agreement, the City and Hughes shall have entered into any amendment(s) to the Bull Street Agreement as required by the City. This condition is for the sole benefit of the City.

5. Baseball Approvals. On or before September 1, 2014, as such date may be extended by mutual agreement, Hardball shall have obtained all necessary and final approvals, which shall be irrevocable and in writing, from the league of which the Club is a member, NAPBL, and MLB (collectively, the "Baseball Authorities"), as applicable, for (a) the design of the Venue, (b) the relocation of a full season minor league baseball team that is a member of the NAPBL meeting the requirements set forth in Section XVII(A)(3) to Columbia, South Carolina, which will be the Club, (c) the Club to play its home games at the Venue, and (d) such other approvals as are required by the Baseball Authorities with respect to the transactions contemplated by this Agreement. Upon finalization of such approvals, the entity that owns the Club shall join in this Agreement and assume all of the obligations of Hardball under this Agreement. The date on which these approvals are due shall be automatically extended so long as Hardball has filed the requisite application (including all related documentation) with the Baseball Authorities and NAPBL confirms that the fully complete application is in the approval process.

The Parties agree to work in good faith and use commercial best efforts to assure that all of the conditions set out in this section are satisfied. If any of the foregoing conditions are not satisfied by the stated deadline, as it may be extended, either Party may terminate this Agreement upon written notice to the other, whereupon it shall be null and void and neither Party shall have any further obligations to the other under this Agreement. Upon satisfaction of the foregoing conditions either Party may request execution of a supplement to this Agreement establishing the satisfaction of the foregoing conditions.

B. Term of Agreement. The term of Hardball's license rights under this Agreement shall commence on the date hereof and shall expire, unless sooner terminated as provided herein, 60 days after the end of the thirtieth (30th) full regular season of Club (plus post-season if applicable) following the opening of the Venue for the Club's regular season play (the "Term").

ARTICLE IV **FINANCIAL TERMS**

A. Hardball Contributions and Fees.

1. Hardball Initial Contribution. Hardball shall contribute Six Million Dollars (\$6,000,000) (the "Hardball Initial Contribution") to the City in connection with the construction and equipping of the Venue. On or before the date of groundbreaking for construction of the Venue, and as a condition thereto, the Hardball Initial Contribution shall either be paid in full by Hardball to City or Hardball shall provide evidence of adequate financing, which evidence of adequate financing shall be satisfactory to the City in its sole and absolute discretion, pursuant to which Hardball can advance the Hardball Initial Contribution in draws as applicable expenses are incurred. Notwithstanding the foregoing, in the event the Parties mutually agree in writing that Hardball will obtain from third parties equipment for the construction and equipping of the Venue, Hardball's actual, direct, out-of-pocket costs for obtaining such equipment will be credited against the Hardball Initial Contribution; provided, however, in connection with such approval, the Parties shall also agree as to (i) the specific equipment, and related installation and other services to be provided by the third party with respect to such equipment, (ii) the identity of the third party equipment and service provider, (iii) the terms and conditions of such acquisition, including warranty and services terms, conditions and limitations; which terms and conditions shall not, unless approved by the City allow for installment payments of any such costs, (iv) Hardball's cost to be credited to the Hardball Initial Contribution, and (v) such other matters as the Parties mutually agree to at the time of approval. For example, in the event the Parties mutually agree Daktronics is to provide the main Venue scoreboard, and the actual, direct, out-of-pocket cost to Hardball of such equipment is \$2,000,000, provided the other conditions above are satisfied, the cash portion of the Hardball Initial Contribution payable to the City would be decreased by \$2,000,000. If the amount of Hardball's actual, direct, out-of-pocket costs for obtaining equipment by agreement pursuant to this Section IV(A)(1) is not determined as of the date Hardball's cash payment is due under this Section IV(A)(1), the Parties' agreement shall specify an estimated credit for such amount, and upon determination of the actual amount the Parties shall promptly make payment as needed to reconcile the difference, if any, between the estimate and the actual cost.

2. Hardball Development Contribution. As further described in Sections VII(B) and XVII(A)(2), the Parties acknowledge that the successful development and operation of the Venue will promote and stimulate private

development within the Bull Street Site, and one of the primary reasons for the City's financial and other commitments to build the Venue and enter into this Agreement is to help the revitalization of the Bull Street Site, through private investment in properties thereon. Accordingly, Hardball hereby agrees to annually contribute money to the City (the "Hardball Development Contribution"), which annual Hardball Development Contribution shall be based upon the total private investment in development within the Bull Street Site (excluding the Venue or any other City-owned improvements within the Bull Street Site) which are completed as of December 31 of any calendar year, commencing December 31, 2016 or such earlier calendar year in which a full baseball season is played at the Venue and payable on January 15 of the following calendar year, according to the following schedule:

<u>Hardball Development Contribution</u>	<u>Total Private Investment in Development on Bull Street Site</u>
\$516,000	\$0-\$30 million
258,000	\$30-45 million
129,000	\$45-60 million
\$0	Above \$60 million

For purposes of determining private investment of developments within the Bull Street Site for the above-described table, Hardball and the City agree to use the improvement costs for such developments, as reflected on applications for building and other permits filed with the City pursuant to City of Columbia Ordinance No. Sec. 5-201 *et seq.*, which may be amended by the City Council from time to time in its sole and exclusive discretion, plus other reasonable demonstrated and documented hard and soft costs expended on the production of the asset that is the subject of the building permit.

The Hardball Development Contribution shall be prorated based on the number of scheduled Hardball Home Baseball Games which are not played during a season due the destruction of the venue as described in Article XIX, Condemnation, as described in Article XX, Force Majeure, as described in Article XXI or due to termination of this Agreement by the City for reason other than breach by Hardball.

When received annually, the City shall deposit the Hardball Development Contribution into a segregated account, and restrict the use thereof to provide for infrastructure and parking facilities with respect to the Bull Street Site, as contemplated by the Development Agreement or deposit to the City Maintenance and Improvement Fund as otherwise described herein; provided in all events, the City shall not utilize the Hardball Development Contribution directly or indirectly for the payment of debt service on Tax Exempt Bonds issued to finance the construction of the Venue, or in a manner which would jeopardize the continued

tax exemption of such Tax Exempt Bonds with the advice of its bond counsel.

3. Performance License Fees. In addition to the Hardball Contribution, Hardball shall also pay to the City on or before January 31 of each year for the prior calendar year throughout the Term hereof additional performance license fees in accordance with the following schedule (the “Performance License Fees”):

Annual Hardball Events Attendance at all Hardball Events	Additional License Fees Payable (per person in excess of 275,000)
0 – 275,000	\$ 0
275,001+	\$1.00

By way of example, should the Hardball Events Attendance for the calendar year ending December 31, 2015 be 400,000, Hardball would pay the City the sum of One Hundred and Twenty Five Thousand Dollars (\$125,000). Should Hardball Events Attendance for such year be 450,000, Hardball would pay the City the sum of One Hundred and Seventy Five Thousand Dollars (\$175,000). Should Hardball Events Attendance be 200,000 for such year, Hardball would not owe the City any Performance License Fees for such year.

All Performance License Fees will be paid by Hardball to City and deposited by City into the City Maintenance and Improvement Fund described in Section IV(D).

B. City Event Revenue and Expenses.

1. City Event Concessions. Hardball will, on or before seven (7) days after the applicable City Event, pay to the City fifty percent (50%) of all net revenue (i.e., gross revenue net of applicable taxes, and actual, direct, out of pocket costs of goods sold and labor) generated from the sale of Food and Beverage Concessions from each City Event. The City’s share of concessions revenue from City Events (“City Event Food and Beverage Concession Revenue”) will be deposited by City into the City Maintenance and Improvement Fund described in Section IV(D).

2. Venue Services Payments. The City shall reimburse Hardball for the actual, direct, out-of-pocket costs and expenses incurred by Hardball for all Venue Services provided by Hardball in connection with all City Events, including the actual, direct, out-of-pocket costs of event personnel, security, supplies, set-up and clean-up; provided, however, the City shall not be charged for (a) Food and Beverages Concessions costs or expenses (other than to the extent of netting certain costs and expenses against gross revenue as described in Section IV(B)(1)), (b) surcharges or upcharges on Venue Services, or (c) overhead and other indirect expenses of Hardball. All such payments due to

Hardball from the City for the Venue Services shall be paid within thirty (30) days after City's receipt of a reasonably detailed invoice for such Venue Services for such City Events. The City and Hardball may agree upon a methodology for simultaneously netting the City's payments to Hardball pursuant to this Section IV(B)(2) and Hardball's payments to the City pursuant to Section IV(B)(1) and (3); provided that the City receives sufficient time to review and approve all pertinent backup information.

3. City Event Revenue. Excluding Food and Beverage Concessions revenue sharing as described in Section IV(B)(1) above, the City will retain all revenues from all City Events ("City Event Revenue"), including: ticket sales, merchandise sales (other than the sales of baseball novelties, which shall be sold only by Hardball), program and advertising sales, Signage (subject to the restrictions described in Section XIII(B)), parking (including and subject to Section IV(G)(3)), Suite ticket sales, Broadcast Rights, City Event Food and Beverage Concessions Revenue and Venue Services Revenue (as defined below). Any merchandise sales conducted by the City will be from portable displays. The City will not sell merchandise out of the Team Store(s) at City Events. Gross revenues (net of applicable taxes) with respect to City Events collected by Hardball in connection with the Venue Services ("Venue Services Revenue") shall be paid by Hardball to City within seven (7) days after the applicable City Event. All City Event Revenue (net of costs, expenses, taxes and other amounts for which the City is responsible) will be deposited upon receipt by City into the City Maintenance and Improvement Fund described in Section IV(D).

C. Maintenance Costs. Hardball shall pay the costs of all maintenance, repairs and replacements for which it is responsible as set forth on Exhibit IV(C) (the "Hardball Maintenance Obligations"). The City will, within thirty (30) days after being invoiced for the same, reimburse Hardball for the actual, direct, out-of-pocket costs of all maintenance, repairs and replacements for which it is responsible as set forth as set forth on Exhibit IV(C) ("City Maintenance Obligations"), provided that upon reasonable notice to Hardball the City may instead elect to self-perform at its expense any of the City Maintenance Obligations.

D. City Maintenance and Improvement Fund.

1. City Maintenance and Improvement Fund. The City shall establish a maintenance and improvement fund (the "City Maintenance and Improvement Fund") for the long term maintenance and capital improvement needs of the Venue. The primary purpose of the City Maintenance and Improvement Fund shall be that the Venue remains a first-class multi-use entertainment facility and an asset to downtown Columbia the surrounding community for at least the life of this Agreement.

2. City Deposits. The City shall deposit into the City Maintenance and Improvement Fund, upon receipt by the City as described herein, Performance License Fees, net City Event Revenue, and City's share of Net Naming Rights Revenue (as defined in Section IX(A) below) (collectively, "City

Deposits"). City shall have the right, but no other obligation, to fund the City Maintenance and Improvement Fund.

3. Shortfall Funding. Should the average annual deposit by the City (measured from the opening date of the Venue) of City Deposits, plus any prior payments into the City Maintenance and Improvement Fund by Hardball under this Section IV(D)(3), at the conclusion of any calendar year of the Term be less than Two Hundred and Fifty Thousand Dollars (\$250,000), Hardball will, no later than January 31 of the following year, contribute to the City Maintenance and Improvement Fund an amount sufficient to raise the average annual deposit to Two Hundred and Fifty Thousand Dollars (\$250,000) per year; provided, however, (i) with respect to calendar years of this Agreement where Gross Naming Rights Revenue (as defined in Section IX(A)) paid by the Naming Rights Partner is at least Four Hundred Thousand Dollars (\$400,000), Hardball's payment obligations under this Section (IV)(D)(3) shall be increased so as to ensure average annual deposits into the City Maintenance and Improvement Fund are at least Three Hundred Thousand Dollars (\$300,000) in such years, and (ii) with respect to calendar years of this Agreement where Gross Naming Rights Revenue paid by the Naming Rights Partner is at least Five Hundred Thousand Dollars (\$500,000), Hardball's payment obligations under this Section (IV)(D)(3) shall be increased so as to ensure average annual deposits into the City Maintenance and Improvement Fund are at least Three Hundred Fifty Thousand Dollars (\$350,000) in such years. The increased deposit requirements set out in clauses (i) and (ii) herein shall only apply to average of the annual deposits in the years in which the particular Gross Naming Rights Revenue thresholds above are met; they shall not relate back or forward and require the increased deposits for all years (i.e., the average calculation will not include years in which the applicable threshold was not met).

4. Use; Capital Maintenance Schedule; Maintenance Budgets. The City Maintenance and Improvement Fund shall be used for the City Maintenance Obligations as set forth on Exhibit IV(C)(ii) or other capital improvements approved by the City, but at no time shall these funds be used for payment of debt service on bonds or other obligations issued by or on behalf of the City. At the conclusion of construction of the Venue, the Parties shall agree to a long-term Capital Maintenance Schedule. The Capital Maintenance Schedule will be attached hereto and shall be updated by Hardball from time to time, as expressly approved in writing by the City and in consultation with the Board of Advisors. All expenditures from the City Maintenance and Improvement Fund shall be decided by the City in its discretion in consultation with Hardball and the Board of Advisors. The City shall establish in its discretion an annual maintenance budget covering City Maintenance Obligations (the "City Maintenance Budget") and Hardball shall establish in its discretion an annual maintenance budget covering Hardball Maintenance Obligations (the "Hardball Maintenance Budget") in consultation among the City, Hardball and the Board of Advisors each year in accordance with the timing and procedures to be mutually agreed in good faith between Hardball and the City, and in each case sufficient to meet the

maintenance standards set forth in Section VI(B). The City Maintenance Budget shall be developed using (but not controlled by) the Capital Maintenance Schedule attached to the Development Agreement (the "Capital Maintenance Schedule"), but may be altered by the City in its discretion.

E. Hardball Revenue Retention. Hardball shall be entitled to collect and retain all revenues received from the operations of the Venue during Hardball Events, including all Permanently Affixed Venue Signage, Scoreboard Advertising, ticket sales and licenses, suite rentals or sublicenses, souvenirs, concessions, programs, parking (subject to Section IV(G)(3)), pouring or beverage advertising revenue, other vending or licensing revenues, Broadcast Rights and advertising, and all other revenues from all Hardball Events (collectively, "Hardball Revenue"). Hardball will not be entitled to a share in any parking revenues generated by the City at City controlled facilities, subject to Section IV(G)(3). For clarity, Hardball Revenue does not include City Event Revenue, or City's share of Net Naming Rights Revenue.

F. Hardball Payments. Notwithstanding anything to the contrary contained herein, (1) the payments to be made by Hardball under this Agreement are separate and independent from each other, and from any other payments to be made by Hardball with respect to this Agreement or any related agreement, (2) each payment to be made by Hardball under this Agreement shall be paid in full by Hardball as and when due without set-off, reduction, deduction, abatement or withholding of any kind, and (3) each payment to be made by Hardball under this Agreement shall be paid by Hardball in cash, by wire transfer or in other immediately available funds, to an account or accounts directed by the City.

G. Parking.

1. Generally. Identification of Parking Areas, the terms and conditions applicable to Parking Areas, and the parties rights and obligations with respect to Parking Areas, including obligations to provide Parking Areas (including adequate parking for Venue Events and acceptable pricing for parking for Venue Events), allocation of parking within Parking Areas, and operation, staffing, repair, maintenance and replacement of Parking Areas, shall be as set forth in the Development Agreement.

2. Initial Parking. Prior to the City building the Venue Parking Garage (as defined in Section IV(G)(3)), Hardball and Hughes shall be responsible for providing adequate parking for Venue Events at their cost.

3. Venue Parking Garage Operation. In the event the City builds a parking garage that is part of the City Owned Parking Areas (the "Venue Parking Garage"), the following shall apply to revenues generated by the Venue Parking Garage with respect to Hardball Events. If more than one (1) parking garage is financed and built by the City under the Development Agreement as part of the City Owned Parking Areas, the Venue Parking Garage shall be the parking garage closest to the Venue.

- (a) For purposes of this Agreement, (i) the “Hardball Recoupment Amount” shall mean, at the applicable time of measurement, Unrecouped Principal (as defined below) plus interest accrued thereon as provided below, (ii) “Unrecouped Principal” means the initial \$500,000 amount less amounts applied to the Unrecouped Principal as provided in clauses (b), (c) and (d) below, (iii) interest shall accrue on Unrecouped Principal at a rate per annum of four percent (4%) after the first year the Club occupies the Venue, which interest shall not be compounded, (iv) amounts applied to the Hardball Recoupment Amount under clauses (b), (c) and (d) below shall be applied first to the Unrecouped Principal and then to accrued interest until such time as Hardball fully recoups the Hardball Recoupment Amount, and (v) the “Hardball VIP Parking Amount” is an annual amount equal to \$31,500 which shall be increased by four percent (4%) at the end of every five (5) year period after the date of this Agreement for the subsequent five (5) year period.
- (b) The City shall provide Hardball access to three hundred (300) total spaces at the Venue Parking Garage for VIP and Suite holder parking for Hardball Events (collectively, “Hardball VIP Parking”) as forth in the Development Agreement. Each year during the Term until the Hardball Recoupment Amount has been fully recouped by Hardball as provided in this Section IV(G)(3), the Hardball VIP Parking Amount shall be applied to reduce the Hardball Recoupment Amount as described in Section IV(G)(3)(a) and not paid to the City.
- (c) Each year during the Term until the Hardball Recoupment Amount has been fully recouped by Hardball as provided in this Section IV(G)(3) or earlier termination pursuant to Section IV(G)(3)(d) below, (1) Hardball shall staff and operate parking at the Venue Parking Garage for Hardball Events, for a period starting one (1) hour before the opening time of a Hardball Event through one (1) hour after the end of a Hardball Event, and (2) gross revenues (net of actual, direct, out of pocket staffing costs for such personnel at the Venue Parking Garage) shall be retained by Hardball and applied to reduce the Hardball Recoupment Amount as described in Section IV(G)(3)(a) and not paid to the City.
- (d) In the event that all or a portion of the costs of construction of the Venue Parking Garage are financed with proceeds of Tax Exempt Bonds issued on behalf of the City pursuant to Internal Revenue Service Revenue Procedure 82-26, 1982-1 C.B. 476 (“Rev. Proc. 82-26”) and such Tax Exempt Bonds are discharged within the meaning of Rev. Proc. 82-26, the provisions of this Section IV(G)(3)(c) shall be terminated in connection with such discharge.

Following such termination, the City shall assume the responsibility for staffing and operating the Venue Parking Garage for Hardball Events, but shall remain obligated to repay the Unrecouped Principal to Hardball, but solely from available net revenues of its parking system (junior and subordinate in priority to any pledge of such net revenues as security for parking system revenue bonds) which net revenues, when paid to Hardball, shall be applied to reduce the Hardball Recoupment Amount as described in Section IV(G)(3)(a). Notwithstanding the foregoing, upon any such termination, the City and Hardball shall have the right to re-enter any management arrangement with respect to the Venue Parking Garage, which may provide for (among other things) the application of revenues derived from such arrangement to reduce the Hardball Recoupment Amount as described in Section IV(G)(3)(a).

- (e) At such time as the Hardball Recoupment Amount has been fully recouped by Hardball as provided in clauses (b), (c) and (d) above, (i) the City shall elect whether the City or Hardball (on mutually agreeable terms and as may be permitted with respect to Tax Exempt Bonds, if any, issued to finance the Venue Parking Garage) shall operate the Venue Parking Garage for Hardball Events, in each case subject to the terms and conditions of the Development Agreement regarding Parking Areas, and (ii) the City shall be paid the Hardball VIP Parking Amount in cash each year for Hardball VIP Parking at the Venue Parking Garage, which shall be paid by Hardball to City on or before January 31 of each year.

H. Records; Inspection; Underpayment; Late Payments.

1. Records. For a period of three (3) years after the end of the calendar year of the Term to which they pertain, Hardball shall keep and maintain at Hardball's office in Columbia, South Carolina, complete and accurate books and records, including attendance and parking records for all events and activities at the Venue, and all of Hardball's activities at the Venue, including (i) Hardball Events and (ii) City Events for which Hardball provides Venue Services. Without limiting the generality of the foregoing, such books and records shall include those records required by Section VII(K) below.

2. Inspection. The City (including its accountants, attorneys and other representatives designated by the City) shall be entitled to inspect and copy such books and records during the Term and for three (3) years thereafter at Hardball's office, at all reasonable times upon not less than forty-eight (48) hours' written notice. The books and records subject to inspection by the City include only the books, records and data related to the Venue itself and activities thereat (such as attendance records, facilities maintenance records, City Events records

and accounting, parking records, etc.) not of Hardball itself (such as, without limitation, Hardball's tax returns) or the Club. Neither Hardball nor the Club shall be required to provide its private financial information of any kind whatsoever not otherwise required to be provided under this Agreement.

3. Accuracy of Payments; Underpayment. Receipt and acceptance of any statement furnished by Hardball or payments paid by Hardball to the City hereunder shall not preclude the City from questioning the correctness thereof at any time. In the event any errors are disclosed, either through questioning or as the result of an audit, all erroneous statements shall be rectified and any differences in payments shall be remitted to the City by Hardball within ten (10) days. In the event that an audit reveals an underpayment by Hardball, Hardball shall, in addition to the payment and interest provided for in this Agreement, reimburse the City for reasonable costs and expenses of such audit if the underpayment is five percent (5%) or more than the amount required to be paid for the applicable period that was audited.

4. Late Payments; Interest. Hardball acknowledges that time is of the essence in making all payments required by this Agreement, and if any such payments are not remitted on the date due, Hardball shall pay interest at the rate of one and one half percent (1.5%) per month from such due date until full payment thereof is made.

ARTICLE V

CITY'S OBLIGATIONS

A. Completion. The City agrees to cause the Venue to be completed in accordance with the Development Agreement.

B. Security. The City, at its expense, shall determine and be responsible for all reasonable security outside the Venue. Hardball shall determine and be responsible, at its expense (subject to reimbursement for City Events as set out in Section IV(B)(2) above), for all reasonable security inside the Venue at all times, including for all Venue Events. Notwithstanding the foregoing, Hardball will, as necessary and at its expense, employ a reasonable number of law enforcement personnel for traffic control at the Venue. The necessity, number and timing of the use of law enforcement personnel for traffic control shall be determined in consultation between the City of Columbia Police Department and Hardball.

ARTICLE VI

HARDBALL'S OBLIGATIONS

A. Hardball Home Baseball Games. Hardball will cause the Club to play all of the Hardball Home Baseball Games at the Venue, provided, however, Club may from time-to-time hold a game (not more than two per season) at the home ballpark of its major league affiliate, which game(s) shall be identified to the City by Hardball in connection with such year's scheduling process under Article XI below.

B. Venue Maintenance. Hardball shall perform all maintenance, restoration, replacement and repairs for the Venue and all components thereof and improvements thereon, of whatever kind and nature, foreseen or unforeseen, as may be necessary to keep the entire Venue in first class condition and repair, including major maintenance, restoration, repair and replacement of all structural (including the roofing and roof components) and concrete components, all heating, air conditioning, ventilating, plumbing, and electrical systems, playing surface replacement, field drainage systems, field lighting system (including field lighting installation and reinstallation), Venue scoreboard, Venue lighting, Parking Area improvements and lighting, grandstands, sound system, seating, bleachers, elevators, entry way area, glass, walls, roof, sidewalks and exterior landscaping maintenance, and all maintenance, repairs and restoration of Venue Equipment. The obligation to pay for such maintenance is set forth in Section IV(C) and (D) above, and the amounts payable by the City for its responsibilities shall not, without the express permission of the City, exceed the then-applicable amounts pursuant to the Capital Maintenance Schedule and the City Maintenance Budget, and shall be limited to the amount available in the City Maintenance and Improvement Fund. All decisions regarding capital expenditures to be paid from the City Maintenance and Improvement Fund shall be subject to the prior written approval of the City, which shall not be unreasonably withheld.

C. Alcoholic Beverage Permit. Hardball shall (either on its own behalf or through a related entity acceptable to the City) obtain and maintain in good standing at its expense throughout the Term hereof, an Alcoholic Beverage Permit for on-premises consumption of beer, wine and liquor for use at all Venue Events. The City will assist, as appropriate, Hardball's acquisition of a full liquor license applicable to appropriate areas within the Venue.

D. Applicable Laws; Permits. Hardball shall (and shall ensure that its designees and subcontractors) (i) conduct all of their respective activities and provide all of their respective services hereunder in accordance with all Applicable Laws, and (ii) obtain and maintain at all times all permits, licenses, approvals, consents and other entitlements required for their respective activities and services hereunder.

ARTICLE VII **MANAGEMENT**

A. Generally. Hardball shall be the exclusive manager and operator of the Venue. Except for the City's services, payment, repair and maintenance obligations as expressly set forth in this Agreement, the City shall have no obligation with respect to the management, operation, repair or maintenance of the Venue, or costs and expenses thereof, and Hardball, at its sole cost and expense, shall be solely responsible for the management, operation, maintenance and repair of the Venue, and the costs and expenses thereof. Without limiting the generality of the foregoing, Hardball shall, at its sole cost and expense, provide Venue Services throughout the Venue for all Venue Events (subject to the reimbursement for City Events provided for in Section IV(B)(2) above). Hardball shall develop policies designed to (i) assure quality control, (ii) assure that the Venue is managed, operated and promoted in a manner that reflects positively on the City and encourages families and tourists to attend Venue Events, and serves the goals described in the Recitals to this Agreement, and (iii) whenever practicable, provide City-based entities, both public and private, with an opportunity to bid on services performed at and/or for

the Venue. Such policies shall be subject to the prior review and approval of the City, which approval shall not be unreasonably withheld.

B. Venue Booking. Hardball acknowledges and agrees that one of the primary reasons for City's financial and other commitments to build the Venue and enter into this Agreement is to establish and maintain during the Term the revitalization of the Bull Street Site and to promote tourism, for which the Venue and the public's attendance at Venue Events are integral components, all of which are in the mutual best interests of the City and Hardball. In order to further those interests, and in addition to Hardball's obligations regarding the Club under Section VI(A) regarding Hardball Home Baseball Games, Hardball further agrees to use its commercially reasonable best efforts to attract events and activities to the Venue which will generate paid admission.

C. Management and Operation for Benefit of Community. Hardball acknowledges and agrees that one of the primary reasons for City's financial and other commitments to build the Venue and enter into this Agreement is to provide for the betterment of the community generally. Hardball will use its reasonable best efforts to provide opportunities for local and regional charities and non-profits to utilize and gain exposure through the Venue. Hardball will also use reasonable best efforts to partner with little leagues and other youth sports leagues on fundraising and other opportunities for the benefit of youth sports in Columbia and the Midlands.

D. Performance Standard. Hardball shall manage, operate, repair and maintain the Venue in a manner consistent with modern Class A and Class AA NAPBL stadiums, and in accordance with standards and practices of prudent, qualified and professional managers that manage, operate, repair and maintain properties similar to the Venue (the "Professional Baseball Management Standards"). Hardball shall perform its duties hereunder: (1) in accordance with the terms of this Agreement and (b) in accordance with Applicable Laws.

E. Appropriate Use. Hardball acknowledges that use of the Venue reflects upon the image and goodwill of the City, and Hardball agrees that no Hardball Event, Signage at the Venue, promotion of Hardball Events, or any other use of the Venue by Hardball or its agents, contractors or sublicensees shall be inconsistent with prevailing community standards. Without limiting the generality of the foregoing, no Signage, advertising or other promotions at the Venue shall be authorized or permitted by Hardball for any of the following: cigarettes, tobacco, firearms, contraceptives, adult entertainment, sports books, or any illegal activities of any kind or nature, nor shall Hardball authorize or permit any advertising or promotions which violate Applicable Laws.

F. Personnel. Hardball shall retain, employ, compensate, train and manage sufficient numbers of personnel to provide the services to be provided by Hardball hereunder in a quality and professional manner, and no less than in accordance with the Professional Baseball Management Standards.

G. Damage. Hardball shall be responsible for all damage to the Venue or any portion thereof that occurs during any Hardball Event. The City shall be responsible for the actual, direct, out of pocket cost of repairing any damage caused by or during any City Event,

except for any damage caused by Hardball, its affiliates, or any of their respective employees, agents, contractors or representatives.

H. Service Contracts; Subcontracting. Hardball may, as necessary and/or appropriate to fulfill its routine maintenance obligations hereunder, negotiate and enter into bona fide contracts with third parties for janitorial services, landscape maintenance and such other routine maintenance services for the Venue (collectively, the "Service Contracts") as Hardball shall reasonably determine to be advisable. Any Service Contract which is a City Maintenance Obligation, or otherwise the responsibility of the City, must be approved in writing by the City. All Service Contracts shall be (i) in the name of Hardball and (ii) provide that it is terminable upon no more than thirty (30) days' notice without penalty or premium. To the extent required in Article XVIII, each Service Contract shall provide that the service provider thereunder must obtain the insurance described in Article XVIII and must provide satisfactory evidence of such insurance to Hardball. Delegation by Hardball to a service provider shall not limit the obligations or responsibilities of Hardball hereunder. Hardball shall ensure service providers comply with the applicable terms of this Agreement, and any service providers will be subject to the same obligations hereunder as would Hardball if it provided these services directly. Notwithstanding anything to the contrary contained in this Agreement, but subject to the foregoing and Section VIII(A) below, Hardball may not delegate or subcontract any of its duties or obligations under this Agreement to any subcontractor or other third party without the prior written approval of the City in each instance; such approval right to include the right to approve any related agreements with such third party(ies).

I. Competitive Bidding. When required by Applicable Laws, all contracts for repairs, capital improvements, goods and services with respect to the Venue will be awarded on the basis of competitive bidding conducted in accordance with applicable legal requirements.

J. Notices to City. Hardball shall promptly notify City in writing if Hardball becomes aware of any of the following:

- i Any breach or alleged breach by Hardball under this Agreement;
- ii any litigation or potential litigation affecting the Venue or the City, or any litigation or potential litigation affecting Hardball that could reasonably be expected to have a material and adverse effect on Hardball and/or its services or obligations under this Agreement
- iii any bankruptcy filings, whether voluntary or involuntary, with respect to Hardball or any of its subcontractors;
- iv any casualty, loss, injury, claim or other event relating to the Venue that might result in a claim against the City or under any applicable insurance policies;
- v any violation or alleged violation of Applicable Laws or insurance requirements;

vi any involuntary lien filed against the Venue; and

vii any material increases or decreases in costs, expenses or income not reflected in the City Maintenance Budget or Hardball Maintenance Budget.

K. Financial Reporting and Record Keeping.

1. Financial Controls. Hardball will ensure such control over accounting and financial transactions as is reasonably required to protect the City's assets from theft, gross negligence or fraudulent activity on the part of Hardball's employees or other agents. Uninsured losses arising from theft, gross negligence or fraud of Hardball, its employees or agents are to be borne by Hardball and not as an operating expense of the Venue.

2. Quarterly Statements. On or before the 15th day of the first month following the end of each calendar quarter during the Term, Hardball shall provide City with a statement showing the following for the prior quarter and year to date:

- (a) A current user summary and detailed use activity report;
- (b) Invoices for reimbursement from the City or the City Maintenance and Improvement Fund;
- (c) Expenses and receipts for all City Events;
- (d) All expenditures by Hardball with respect to Hardball Maintenance Obligations;
- (e) A detailed accounting of Hardball Events Attendance and all Performance License Fees to be paid by Hardball to the City;
- (f) Such other related information as the City may reasonably request.

L. Books and Records. Hardball shall maintain the following books, records and documents at Hardball's office at the Venue. Upon expiration or termination of this Agreement, such books and records shall be the property of the City, and full and complete originals of such books and records shall be left at the Venue for immediate access and use by the City:

- (a) Executed use agreements for Venue Events, or other Venue use or sublicense agreements, original insurance certificates, and related correspondence, all of which may be maintained by Hardball in electronic form;
- (b) Maintenance and repair files;

- (c) Accounting books and records and supporting documentation for Performance License Fees and reimbursement and expenses for City Events;
- (d) Operation files, including HVAC, concessions, and equipment maintenance schedules, warranties, and operation manuals;
- (e) Service contracts, including cleaning, maintenance, landscaping, snow removal, trash removal, etc.;
- (f) Permits and licenses;
- (g) Copies of insurance policies or certificates; and
- (h) Such other books, records and documents as the City may reasonably require Hardball to maintain.

ARTICLE VIII

CONCESSIONS, NOVELTIES & SOUVENIRS

A. Concessions Manager. Subject to the terms and conditions of this Agreement, Hardball shall act as the exclusive provider of Food and Beverage Concessions at the Venue. Hardball shall, at its sole discretion, have the right to subcontract for the provision of Food and Beverage Concessions at the Venue to a qualified third party reasonably acceptable to the City. Hardball shall ensure such third party complies with the applicable terms of this Agreement, and any such third party will be subject to the same obligations hereunder as would Hardball if it provided these services directly. Delegation by Hardball to such third party shall not limit the obligations or responsibilities of Hardball hereunder. Any such sublicense or subcontract, and any amendments, modifications, replacements or substitutions thereof, are subject to City's prior review and approval, and must (i) provide that it is terminable by the City at no penalty or expense to the City upon the expiration or termination of this Agreement, (ii) provide for insurance and indemnification in favor of the City in such manner and amounts as required by the City, and (ii) provide that the City is an intended third party beneficiary of such agreement entitled to enforce such agreement and its rights thereunder.

B. Novelties. Nothing contained in this Agreement shall be construed to limit the City from selling or authorizing a third party to sell Novelties or Souvenirs at City Events, provided that the City will not at any time sell or authorize the sale of Food and Beverage Concessions by parties other than Hardball nor can it sell baseball themed novelties. The City shall solely retain all revenue from the sale of its own Novelties and Souvenirs at the Venue during City Events. Any such sales by the City shall be from temporary displays. The City will not be entitled to sell merchandise out of the Team Store(s), and the Team Store(s) will only be open at City Events upon the mutual agreement of the Parties. Notwithstanding the forgoing, or anything else herein to the contrary, Hardball shall retain all revenue from the sale of all baseball-themed, Club-related or league-related Novelties and Souvenirs at all Venue Events and from all sales of any type from the Team Stores. To the extent permitted by law, the City shall not provide vendor licenses allowing the sale of food and beverage or of baseball themed novelties on the sidewalks in a distance of 1,000 feet from the Venue structure.

ARTICLE IX

VENUE NAMING RIGHTS

A. Naming Rights Partner; Naming Rights Agreement. The City and Hardball will work together and in good faith to market the naming rights for the Venue (the “Naming Rights”) to a Naming Rights Partner. The Naming Rights Partner, and the terms and conditions of the Naming Rights agreement, shall be as mutually agreed upon by the City and Hardball, such approval not to be unreasonably withheld. For purposes of this Agreement, (i) “Gross Naming Rights Revenue” means an amount equal to the aggregate consideration payable by the Naming Rights Partner (including cash payments and the cash equivalent fair market value of any in kind consideration) under the Naming Rights agreement or otherwise with respect to the Naming Rights, and (ii) “Net Naming Rights Revenue” means Gross Naming Rights Revenue less the sum of (a) the cost of any Suite sublicense/sublease and/or any tickets to be provided as benefits under the Naming Rights agreement, valued at the amount at which such Suite sublicense/sublease or tickets are sold by Hardball to the general public, (b) any direct, actual, out of pocket fabrication and installation costs of Hardball for Signage to be provided as benefits under the Naming Rights agreement, the costs of which are not payable by Naming Rights Partner, and (c) if and as may be mutually agreed by the Parties, the fair market value of any other elements desired by the Naming Rights Partner, not customarily included as part of a naming rights agreement.

B. Sharing of Net Naming Rights Revenue. For the initial term of the Naming Rights agreement, which is anticipated to be ten (10) to twenty (20) years, the City and Hardball shall each receive fifty percent (50%) of Net Naming Rights Revenue up to Three Hundred and Fifty Thousand Dollars (\$350,000) per year. If Net Naming Rights Revenue exceeds Three Hundred and Fifty Thousand Dollars (\$350,000) per year, the City shall receive one hundred percent (100%) of all Net Naming Rights Revenue in excess of Three Hundred and Fifty Thousand Dollars (\$350,000) per year. Following the initial term of the Naming Rights Agreement, the \$350,000 figure will be adjusted for increases in the CPI from the commencement date of the Term and the same formula will be utilized (i.e., the City receives fifty percent (50%) of all Net Naming Rights Revenue up to the CPI-adjusted figure and one hundred percent (100%) above that amount). For clarity, the City’s share of Net Naming Rights Revenue shall be paid to City by the Naming Rights Partner solely in cash, and if any portion of the Gross Naming Rights Revenue is payable by the Naming Rights Partner through any in kind consideration, Hardball shall be the recipient of such in kind consideration and the City shall receive its share of the cash equivalent of such consideration in cash as part of its share of the Net Naming Rights Revenue. The Naming Rights agreement shall provide that the City’s portion of Net Naming Rights Revenue shall be paid directly by the Naming Rights Partner to the City without set-off, reduction, deduction, abatement or withholding of any kind, whereupon the City shall deposit such funds upon receipt directly into the City Maintenance and Improvement Fund described in Section IV(D).

C. City Reserved Rights. Notwithstanding anything to the contrary contained in this Agreement, the City reserves and shall retain all naming, advertising and promotional rights in connection with all adjacent areas which do not include the Venue, including City owned or controlled parking facilities (including the City Owned Parking Areas) (collectively, the “Reserved Rights”); provided that in no event shall any naming, advertising or promotional

rights arrangement relating to Reserved Rights conflict with any exclusive sponsorship promotional category granted to the Naming Rights Partner under the Naming Rights agreement. Hardball shall have no claims to any revenues derived by City from the Reserved Rights, and no such revenues shall be subject to this Agreement.

ARTICLE X **VENUE USE**

A. Hardball's Rights and Obligations.

1. Use of Venue Prior to Completion. Hardball shall be permitted to use appropriate portions of the Venue, consistent with the terms and conditions of this Agreement, including the Hardball Areas, as soon as such areas are completed and approved for occupancy. The City shall cause to have issued appropriate occupancy permits for the same as soon as possible, upon fulfillment of all requirements for such certificate of occupancy. Hardball will use commercially reasonable efforts to work with the League to extend its 2015 or 2016 home opening game (whichever is to be the first home opening game of Club played at the Venue) as late as possible so as to maximize the time available for completion of construction of the Venue.

2. Hardball Events.

- (a) Scope. Hardball shall have exclusive use of the Venue for conducting Hardball Events. Such use shall include that portion of each such day reasonably necessary for the event, preparation therefore and clean-up and repairs thereafter. Hardball shall use commercially reasonable efforts to promote and present Hardball Events to achieve the civic and economic and tourism development goals of this Agreement.
- (b) Ticketing. Hardball shall be exclusively responsible for all ticket services (including printing, sales and distribution) related to all Venue Events. In satisfaction of this obligation, Hardball shall have the right to designate the identification of seating at the Venue and to conduct such ticket sales at the Box Offices at all times it deems proper. Hardball may, in its discretion, issue complimentary admissions to each Hardball Event and Home Baseball Game to Hardball and visiting team personnel, guests and officials and representatives of the media. Hardball shall have the right to charge any amount it deems appropriate for tickets for admission to Hardball Events.
- (c) Hardball Home Baseball Game Promotion Tickets. Hardball shall provide at no cost to the City, for the City's use, as may be reasonably requested by the City from time to time, (i) complimentary tickets not to exceed forty-five (45) per event for

admission for Hardball Home Baseball Games and reasonable complimentary access to other Hardball Events, and (ii) use of one (1) Suite for Hardball Events. The type of ticket and Suite, as requested by the City, to each event shall be determined by Hardball based on availability; however, Hardball shall reasonably accommodate the City's request for type and location of seating, and shall upon any request make "best available" tickets or Suite, as applicable, available to the City. These tickets and Suite, as applicable, shall be used only by City personnel and their guests for official City business, such as attracting business to the City or entertaining visiting officials, and shall not be resold or otherwise distributed.

3. Suites.

(a) Suites.

i For the Term of this Agreement, Hardball shall have the right to sublease or sublicense each of the Suites for all Venue Events. Any such sublease or sublicense shall provide that it is terminable by the City at no penalty or expense to the City upon the expiration or termination of this Agreement.

ii Any such Suite sublessee or licensee of Hardball shall, subject to reasonable limitations or conditions which may be established by the City, have the right to purchase from the City twenty (20) tickets to each City Event (which shall entitle the sublicense to occupy its Suite for that event); provided, however, in the event a sublessee or licensee does not purchase its full twenty (20) ticket allotment for a City Event, such Suite shall not be occupied for such City Event unless otherwise agreed by Hardball and the City.

iii In the event any Suite is not sublicensed or subleased at least thirty (30) days prior to the time of a City Event, City shall have the right to sublicense or sublease such Suite(s) for such City Event and the revenue therefrom shall be City Revenue for purposes of this Agreement.

(b) Suite Furnishings. As described in the Plans and Specifications, sixteen (16) Suites shall be designed and constructed as part of the Project Budget and include the following amenities, among any others set forth in the Plans and Specifications:

i wall mounted television with cable hook-up;

ii fixed and wireless internet;

iii carpet, trim, ceiling and lighting, and otherwise finished and ready for occupancy;

- iv wet bar, refrigerator;
- v telephone, intercom and fully wired for Venue sound and closed-circuit television;
- vi cabinetry and closet; and
- vii basic furnishing package.

Any additional Suites will be at Hardball's cost and not included in the Project Budget.

4. Administrative Offices. In order to facilitate the satisfaction of its obligations undertaken pursuant to this Agreement and to perform its business as anticipated under the Agreement, Hardball shall at all times during the Term of this Agreement have the right of access to and exclusive use of all Hardball Areas. All equipment, computers, desks, phones and other FF&E required for the Administrative Offices shall be Hardball's cost and responsibility. None of the foregoing shall be paid for by the City or be part of the Hardball Contribution.

5. Team Stores and Box Offices. During the Term of this Agreement and any early occupancy of the Venue as such occupancy is permitted pursuant to Section X(A)(1) above, Hardball shall have the exclusive right to occupy and operate the Team Stores and Box Offices. These areas shall be "built out" to the extent of the amount provided in the Project Budget, but all equipment (including ticketing computers, software, technology and printers), furnishings, computers, phones and other FF&E required for the Team Stores and Box Offices, and any build out costs in excess of the budgeted amount, shall be Hardball's cost and responsibility. None of the foregoing shall be paid for by the City or be part of the Hardball Contribution.

6. City Control. Subject to Hardball's license rights during the Term of this Agreement, the City does not relinquish and does retain full ownership of the Venue. Therefore, all duly authorized representatives of the City shall have reasonable access to all areas of the Venue at any time and on any occasion. In addition, the City retains all of its governmental and regulatory power and authority, and except as provided in Section XXV(V) the City does not by this Agreement waive or limit any of its governmental or regulatory power and authority.

7. Venue Plaza. In the event the Venue includes a plaza or other area on the exterior of the Venue which is capable of event or promotional activation, such area will be subject to the terms and conditions of a Use Plan as mutually agreed upon by the Parties and attached to the Development Agreement.

ARTICLE XI

SCHEDULING

It is understood that Hardball shall, during the Term, be granted priority use of the Venue for Hardball Home Baseball Games at the Venue. Nonetheless, the City and Hardball agree to work together and in good faith to efficiently and effectively accomplish a scheduling of events at the Venue. As such, the Parties have adopted the following scheduling procedure:

A. Proposed Schedule/City Events. The scheduling year shall run from April 1 of each year through March 30 of the following year. On or before January 15 of each year, Hardball shall provide the City a schedule of Hardball Home Baseball Games, including potential post-season tournament game dates as accurately as possible. Prior to March 1 of that year, Hardball shall deliver to the City those dates upon which Hardball desires to conduct up to five (5) Hardball Events at the Venue during such year. Within thirty (30) days thereafter, the City shall provide Hardball with those dates upon which the City desires to conduct up to twenty (20) City Events at the Venue during such year.

B. Remaining Dates. Thereafter, all remaining dates may be utilized on a first-come, first-served basis, with the express understanding that use of the field will be reasonably limited from time to time both by Club practices and to preserve the quality and safety of the field surface in accordance with Article X.

C. Third Party Uses; Cooperation. Notwithstanding Hardball's exclusive management rights set forth in Article VII, City may, subject to the scheduling provisions of this Article XI and the other provisions of this Agreement (including payment to Hardball of costs and expenses for Venue Services as set forth in Section IV(B)(2)) schedule uses of the Venue by City or an agency affiliated therewith, or any third party (provided that any third party event is sponsored by, is for the benefit of, or involves participation of, the City or an agency affiliated therewith). The City shall not rent, or other than as noted herein, sublicense the Venue or any part thereof for use by others. The Parties agree to work together in good faith to schedule any events earlier than the process outlined above may contemplate. The Parties also agree to work together to maximize usage of the Venue. This will include allowing either Party to schedule an event on a date reserved by the other Party if the reserving party does not have an actual event scheduled on the date in question, and the Parties agreeing to, wherever possible, reschedule smaller or movable events to accommodate larger and/or less movable events.

ARTICLE XII

MARKETING

Except as otherwise set forth herein, each Party shall be responsible for its own marketing. Hardball shall be responsible for and have the exclusive right of marketing Hardball Events. The City shall be exclusively responsible for marketing City Events.

ARTICLE XIII

ADVERTISING

A. Signage Plans and Sales. In connection with the development of the Plans and Specifications, Hardball and the City shall agree on a Signage placement plan and Signage

guidelines for the Venue, which plan shall be attached the Development Agreement, and shall thereafter be subject to modification and replacement upon the written approval of the Parties. Subject to Article IX, Hardball shall have the exclusive right to sell, and collect the revenues from, all Permanently Affixed Venue Signage, and Scoreboard Advertising for Hardball Events. The City may use and sell Scoreboard Advertising and temporary Signage as it deems appropriate for City Events. Permanently Affixed Venue Signage is subject to review and, to the extent provided above, approval by the City in its reasonable discretion, including to ensure compliance with Applicable Laws and this Agreement. The Parties acknowledge and agree that certain Permanently Affixed Venue Signage may also be subject to review and approval by the Bull Street Development Review Committee in accordance with the Bull Street Agreement.

B. Advertising at City Events. The City shall have the right to sell and retain revenue generated from the sale of advertising associated with City Events, including temporary Signage, advertising on the field-side scoreboard message center and video display, print media and broadcast media. Such advertising shall be provided at the City's cost and shall not replace or cover existing Signage except where appropriate to secure a particular event, nor shall advertising displayed by the City at the Venue for a City Event conflict with promotional category exclusivities granted by Hardball with respect to the Venue for which Hardball has provided the City notice of such exclusivities.

ARTICLE XIV **BROADCAST RIGHTS**

A. Hardball's Broadcast Rights. Hardball shall have exclusive ownership and control over Broadcast Rights associated with Hardball Events. All revenue generated by Hardball relating to such Broadcast Rights shall be retained exclusively by Hardball. All costs incurred in connection with the broadcast of Hardball Events shall be the responsibility of Hardball.

B. City's Broadcast Rights. The City shall have exclusive ownership and control over Broadcast Rights associated with City Events. All revenue generated by the City relating to such Broadcast Rights shall be retained exclusively by the City. All costs incurred in connection with the broadcast of City Events shall be the responsibility of the City.

ARTICLE XV **UTILITIES**

The Parties agree that, in consideration of the rights and obligations of the Parties set forth herein, Hardball shall be obligated to pay all Utility charges incurred by either Party in connection with the operation of the Venue during the Term hereof. Electricity and gas shall be obtained for the Venue in the name of the City; however, Hardball shall be the Party responsible for payment of all bills and charges for such Utilities. The City shall reimburse Hardball for Utility charges for water and electricity incurred in connection with City Events at the Venue, based on meter readings made and documented immediately before and after each City Event, but in no event will the City provide free Utility service to Hardball in violation of Applicable Law or applicable bond ordinances authorizing the City's bonds.

ARTICLE XVI **EQUIPMENT**

A. Hardball's Obligations. Hardball shall, at its expense (and not as part of the Hardball Contribution), (i) supply, maintain, repair and replace FF&E for its administrative offices as preliminarily described on the FF&E list, and (ii) maintain, repair and replace all baseball-related FF&E, and other equipment, personal property and supplies (including all FF&E and other equipment and personal property for the clubhouse, locker rooms, weight/training rooms, therapy rooms, medical/rehabilitation rooms, video/multimedia rooms and meeting rooms, and all baseball playing, practice and training equipment, personal property and supplies). Supply of the initial items described in clause (ii) above shall be included in the initial development cost of the Venue up to \$175,000, as provided in the budget presented by Hardball, and any cost for such items in excess of \$175,000 shall be paid by Hardball (and not as part of the Hardball Contribution).

B. City's Obligations. The City, as part of the Project Budget, will provide the use of all equipment as set forth in an exhibit attached to the Development Agreement (the "Venue Equipment").

C. Food and Beverage Concessions Equipment. Unless purchased by Hardball as part of the Hardball Contribution, the City, as part of the Project Budget, shall purchase and install all Food and Beverage Concessions Equipment necessary to make the Venue fully operational, consistent with the Plans and Specifications and the Development Agreement. Unless purchased by Hardball as part of the Hardball Contribution, the Food and Beverage Concessions Equipment shall remain the property of the City, with Hardball being granted, subject to its obligations under this Agreement, the exclusive license to use all Food and Beverage Concessions at the Venue. If purchased by Hardball as part of the Hardball Contribution, the Food and Beverage Equipment may be retained by Hardball until such time as it is fully amortized or Hardball is in breach of this Agreement, whichever occurs first, at which time it shall become and remain the property of the City.

ARTICLE XVII **COVENANTS**

A. Hardball's Covenants.

1. Taxes and Encumbrances. Hardball shall pay promptly when due any and all personal property taxes imposed on its personal property located in the Venue. To the extent any work is done at the request of and for the sole benefit of Hardball and for which a supplier or contractor has lien rights arising from nonpayment, Hardball further covenants that it will not permit any mechanics liens or similar encumbrance to exist against the Venue or any property therein and shall, within thirty (30) days of any such lien or encumbrance being asserted against the Venue or any property therein as a result of action or inaction by Hardball, either cause the same to be released of record, or obtain title or other insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

2. Real Estate Taxes. This Agreement is conditioned upon the City obtaining a determination by the applicable Governmental Authority that the Venue is exempt from ad valorem taxes on the basis of the following:

- (a) The Bull Street Site is presently characterized by abandoned, run-down and dilapidated structures, under-developed land and other blighted conditions.
- (b) As more particularly described in Article I, and as described in or contemplated by the Chamber Study and the Brailsford and Dunleavy feasibility study referenced therein, the successful development and operation of the Venue will promote and stimulate private development within the Bull Street Site, which would in turn eliminate, remove and address the current blighted conditions of the Bull Street Site and be essential to its successful redevelopment, all of which would enhance the overall quality of the Bull Street Site and its surrounding areas.
- (c) The successful development and operation of the Venue will promote tourism and, as a result thereof and the general redevelopment of the Bull Street Site, foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area and the Riverfront area, like the South Carolina State Museum, the EdVenture Children's Museum, the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Columbia Metropolitan Convention Center and the Colonial Life Arena, or in close proximity to the Bull Street Campus, like the Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures), which enhances the economic viability of the City through the redevelopment of nearby properties, the creation of additional jobs, the infusion of capital investment and increased commercial activity, thereby resulting in additional *ad valorem* property taxes, hospitality fees and other taxes and fees.
- (d) Hardball has agreed to manage and operate the Venue in a manner which will benefit the City and its citizens, and the community, as more particularly described in Article VII.

The City represents that, notwithstanding the fact that Hardball will be primarily responsible for the operation and management of the Venue under this Agreement, the Venue will serve an essential function and will be used exclusively for a public purpose. As a supplement to its undertakings elsewhere in this Agreement (including particularly Article VII), and notwithstanding anything to the contrary contained in this Agreement, Hardball agrees to operate,

manage and use the Venue in a manner which is consistent with the foregoing sentence, and further to not take any action with respect to the Venue which is inconsistent therewith or contrary thereto.

If and to the extent that, notwithstanding the foregoing, during the Term it is determined that the Venue is determined to be subject to real estate or other ad valorem taxes or payments in lieu thereof on account of the rights of Hardball under this Agreement, the City shall be responsible for and pay such taxes, provided that Hardball shall fully cooperate in restructuring this Agreement so as to eliminate or mitigate such taxes, and if Hardball does not agree to or cannot restructure this Agreement so as to mitigate such taxes to a de minimis level, the City may terminate this Agreement effective as of the end of the first full baseball season following such notice of termination. Upon any such termination by the City the City shall refund to Hardball an amount equal to the Hardball Development Contributions actually paid by Hardball pursuant to Section IV(A)(2) plus (x) the Hardball Initial Contribution actually paid by Hardball (less amounts recouped under Section IV(G)(3)), (y) divided by 30, (z) times the number of years that would have remained in the Term as of the termination date.

3. Membership in Minor League Baseball. Hardball shall at all times throughout the Term own a Club that (a) is a full-season Class A (or higher) minor league baseball team in a league that is a member of the NAPBL, (b) has a Player Development Contract associated with a MLB Franchise, and (c) is authorized by NAPBL, the league in which Club is a member, and any other sanctioning authority to play its home games in the Venue. Such Club shall be the Club for purposes of this Agreement, including, Section VI(A) above.

4. Equal Employment Opportunity And Employment of City Residents. Hardball agrees and covenants to the City that it is presently and will continue to be an equal opportunity employer and at all times shall comply with Applicable Laws that prohibit discrimination. Further, Hardball agrees and covenants to the City that it will use its best efforts to retain the services of Columbia area residents for Venue Services performed pursuant to this Agreement.

5. Prohibition Against Dangerous Materials and Substances. Without the consent of the City, Hardball agrees not to bring into the Venue any material, substance, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Venue, or which is likely to constitute a hazard to property therein without the approval of the City. The Parties acknowledge that common field maintenance chemicals and supplies, cleaning solvents and fireworks displays are all to be reasonably used at the Venue.

B. City's Covenants/Compliance. Pursuant to the Development Agreement, the City shall construct the Venue in compliance with the Plans and Specifications, all applicable building, health, safety, bidding, procurement, traffic and zoning ordinances which apply to the

Venue, including the Americans With Disabilities Act, as well as all applicable Environmental Laws.

ARTICLE XVIII

INDEMNIFICATION AND INSURANCE

A. Indemnification of the City by Hardball. Hardball agrees to indemnify, defend and hold harmless the City and its respective Council members, advisors, duly authorized agents and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys' fees, incurred in connection with, or by reason of any act, omission or negligence of Hardball, its affiliates, or their respective employees, agents, contractors or representatives, or any breach of this Agreement, in connection with Hardball's activities pursuant to this Agreement.

B. Hardball Insurance Policies. Hardball shall, effective as of the date that Hardball is permitted to occupy the Venue pursuant hereto, obtain and maintain throughout the Term of this Agreement public liability coverage including personal injury liability, liquor liability, and contractual liability; if on a commercial general liability form, the limit per occurrence shall be One Million Dollars (\$1,000,000) and an aggregate of Two Million Dollars (\$2,000,000) combined single limit (CSL) per occurrence and include bodily injury and property damage liability; automobile coverage with liability limits of One Million Dollar (\$1,000,000) combined single limits (CSL) bodily injury and property damage per accident; a general umbrella liability policy in "follow form" form with limits of at least Five Million Dollars (\$5,000,000); and workers compensation coverage to protect Hardball's permanent and temporary employees. Such coverage shall be evaluated by the Parties, upon consultation with the Board of Advisors, every fifth (5th) year during the term hereof and if the amount of coverage falls below industry standards, coverage will be increased to conform to industry standards. Hardball will name the City as additional insured on the commercial general liability and umbrella policies and will provide certificates of all insurance or original policies. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of South Carolina. Hardball shall maintain property insurance on all assets within the Venue that are owned by Hardball, in so-called "all risk" form (with standard named peril exceptions) on a full replacement cost basis. The City will be named as additional insured on such policies and Hardball will provide to the City certificates of all insurance or original policies.

C. City Insurance Policies. The City shall maintain property insurance on the Venue (other than for assets therein owned by Hardball) in so-called "all risk" form (with standard named peril exceptions) on a full replacement cost basis. Hardball will be named as additional insured on such policies and the City will provide to Hardball certificates of all insurance or original policies as they shall be on file prior to the beginning of the Term of this Agreement. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of South Carolina.

D. Waiver of Claims and Subrogation. Notwithstanding anything to the contrary herein the Parties hereto waive claims against each other for all loss or damage covered by property insurance, regardless of the cause of such loss or damage.

E. Cooperation. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting the City which arise out of any of the matters relating to this Agreement or otherwise, Hardball shall notify the City promptly upon becoming aware of same and Hardball shall give City all pertinent information possessed by Hardball and reasonable assistance in the defense or other disposition thereof. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting Hardball which arise out of any of the matters relating to this Agreement or otherwise, the City shall notify the Hardball promptly upon becoming aware of same and the City shall give Hardball all pertinent information possessed by the City and reasonable assistance in the defense or other disposition thereof.

ARTICLE XIX

DESTRUCTION OF VENUE

A. Destruction. If the Venue is wholly or partially destroyed by fire or other insurable casualty, the City shall, at its expense, promptly commence and diligently complete the restoration of the Venue to substantially the same condition as of the date of the Venue's original completion, with all subsequent improvements, reasonable wear and tear, and property owned by Hardball, excepted. Notwithstanding the foregoing, so long as the City has maintained full replacement cost insurance as required by Section XVIII(C), the City's obligation to repair and restore the Venue shall not exceed the amount of insurance proceeds made available to the City due to such casualty. Further, if the Venue is damaged in a material manner within the last five (5) years of the Term, the City shall have the option, in the City's sole and absolute discretion, to repair and restore the Venue as provided in this Section XIX(A) or to terminate this Agreement effective as of the date of such casualty by giving written notice to Hardball within sixty (60) days after the date the City received notice of such casualty. All repair activities shall be timed and organized in such a manner to facilitate Hardball's ability to play the Hardball Home Baseball Season games at the Venue and to conduct Hardball Events to the degree feasible and the City agrees to cooperate with Hardball on all such decisions. Should the Venue or any part thereof be made untenable as a result of such destruction, (1) Hardball may, at its option, toll the remaining time on its license under this Agreement from the date at which use became untenable until such time as the Venue is repaired and (2) Hardball's obligation to maintain the Venue shall abate until the Venue is restored as detailed above.

B. Assistance of the City in Locating a Temporary or Permanent Alternate Facility. If the Venue or a material portion of the Venue becomes unavailable on a temporary basis by reason of either partial destruction or repair or restoration; or for any other reason, the City shall utilize commercially reasonable efforts to assist Hardball in locating a temporary facility in which the Club may play baseball games and Hardball may otherwise conduct Hardball Events.

ARTICLE XX

CONDEMNATION

In the event that any portion of the Venue or material portion of the Venue is taken from Hardball pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the Venue unfit for its

intended purpose, Hardball shall have the right to terminate this Agreement within One Hundred Eighty (180) days of such taking. Upon any such termination each party shall have the right to pursue its own compensation from the condemning authority.

ARTICLE XXI

FORCE MAJEURE

Hardball and the City agree that with respect to any services to be provided, or action to be taken by either Party during the Term of this Agreement, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental authority or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, players or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other Party hereto, or its servants, agents, employees, any assignee, or successor in interest to such other Party; provided that the foregoing shall not limit the obligation to make payments to the extent that payments are due pursuant to Articles IV or IX, nor Hardball's obligations under Section XVII(A)(3), nor the City's obligations under Article V (but without limitation of force majeure to the extent applicable under the Development Agreement). The time within which such services or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay of such cause.

ARTICLE XXII

ASSIGNABILITY AND TRANSFERABILITY

The City may assign this Agreement for administrative and operational purposes to an authority or authorities, provided, that if such an assignment should be made, such assignee shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of the City. Hardball shall have the right to sublicense the Suite portion of the Venue; provided, such sublicense abides by all of the applicable terms and conditions hereof (including Section X(A)(3)(a)) and which term shall not extend beyond Hardball's Term. With the consent of the City, which consent shall not be unreasonably withheld, provided Hardball is not in default hereunder, Hardball may assign its rights and responsibilities as described herein to an entity (i) with operational and financial capabilities reasonably satisfactory to the City, and (ii) which provides a minor league professional affiliated baseball Club in the same manner and quality as contemplated hereunder, and (iii) which assumes all obligations of Hardball under this Agreement. Any change of management or control of Hardball that results in Hardball no longer being under the control of Jason Freier, or in the event of a sale or transfer of control of more than 51% of equity ownership of Hardball Capital LLC or the Club, shall also constitute an assignment requiring the City's consent hereunder. No assignment by Hardball that is permitted by this Agreement, including this Article XXII, that requires the approval of any Baseball Authority shall be effective until such approval is obtained by Hardball and provided in writing to the City.

ARTICLE XXIII

DEFAULT AND TERMINATION

In the event that either Party hereto shall otherwise materially breach, violate or fail to fully perform any provision contained in this Agreement, the non-breaching Party may upon thirty (30) days written notice thereof, terminate this Agreement; provided, however, that the defaulting Party shall have the right and opportunity to cure the default within said thirty (30) day period or if such breach, violation or non-performance cannot be cured within a thirty (30) day period, to continue diligently and in good faith to effect such cure within such period, provided that, unless otherwise provided herein, in no event shall such opportunity to cure exceed ninety (90) days after receipt of such notice. In the event that such breach, violation or non-performance is not cured within said thirty (30) day period or any authorized extension thereof, then this Agreement may be terminated by the non-breaching Party upon the expiration of such period. In addition, each Party shall have all other remedies expressly set forth in this Agreement, and remedies available at law or in equity on account of breach.

Hardball acknowledges that certain bonds will be issued to finance construction of the Venue in consideration of the civic, governmental and economic and tourism development benefits resulting from the Club playing its home games at the Venue per Section VI(A) above, that such benefits are unique, and extraordinary and not reasonably quantifiable, that loss of the benefits resulting from the Club playing its home games at the Venue per Section VI(A) above would cause unique, immediate and irreparable harm to the City or which there may be no adequate remedy at law. Accordingly, the City shall be entitled to obtain immediate specific performance and injunctive relief (temporary, preliminary and permanent) upon any breach by Hardball of its obligations under Section VI(A) or Section XVII(A)(3).

ARTICLE XXIV **BOARD OF ADVISORS**

A. Generally. During the Term, a Board of Advisors (the “Board of Advisors”) shall consult with Hardball and the City regarding the operation and management of the Venue. The Board of Advisors is purely advisory and is intended to provide areas of expertise for the Parties, input from various constituents with an interest in the Venue, and a forum for presenting and considering matters concerning the Venue, its operation and management. The Board of Advisors has no power to make any decisions of any kind that bind Hardball or the City.

B. Composition. The Board of Advisors shall have four (4) members comprised as follows:

- i One (1) member appointed by Hughes;
 - ii One (1) member appointed by Hardball;
 - iii Controller or Chief Financial Officer of the City;
 - iv One (1) member appointed by the City Council of the City;
- and
- v One (1) member appointed by a majority of the other members of the Board of Advisors.

Members may be appointed and/or replaced only by the applicable constituent upon written notice to the other constituents.

C. Meetings. During the first twelve (12) months of after occupancy of the Venue by Hardball, the Board of Advisors shall meet at least once every month. For each year of this Agreement thereafter, the Board of Advisors shall meet at least on a calendar quarterly basis. The location of the meetings shall be at the Venue, unless the members of the Board of Advisors agree otherwise. Members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE XXV MISCELLANEOUS

A. Governing Law; Venue. This Agreement shall be in governed accordance with the laws of the State of South Carolina. Exclusive jurisdiction and venue for any dispute concerning this Agreement will be in the federal or state courts located in the City of Columbia, Richland County, South Carolina.

B. Entire Agreement. This Agreement constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. The foregoing shall not be construed as limiting subsequent agreements, including the Development Agreement.

C. Authority. Hardball and the City, respectively, each represent that it has the authority to be bound by the terms of this Agreement. Once executed by both Parties, this Agreement will constitute a valid and binding agreement, enforceable in accordance with its terms.

D. Mutual Dependency and Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of Hardball to perform and have access to the Venue for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. All notices required to be given under this Agreement shall be given by (1) certified mail, (2) registered mail or (3) sent via facsimile followed on the same day by recognized overnight courier, in all cases addressed to the proper Party to the following addresses, or at such other address as may be subsequently given in writing pursuant to this Section and shall be deemed given three (3) days after being deposited in the U.S. mails, postage prepaid, in the case of certified or registered mail and on the day following notice by facsimile-and-overnight mail:

IF TO HARDBALL: Hardball Capital, LLC

984 Foxcroft Road
 Atlanta, GA 30327
 Attention: Jason Freier, CEO
 Telephone: 404-579-5786
 Facsimile: 260-471-4678

IF TO THE CITY: City of Columbia, South Carolina
 City Hall
 1737 Main Street
 Columbia, South Carolina 29201
 Attention: City Manager
 Telephone: _____
 Facsimile: _____

With a copy to: City of Columbia
 P.O. Box 667
 Columbia, SC 29202
 Attention: City Attorney
 Telephone: 803-737-4242
 Facsimile: 803-737-4250

F. Amendment, Modification, or Alteration. No amendment, modification or alteration of the Terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

G. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance, in equity, or otherwise.

H. Time is of the Essence. Time is of the essence for this Agreement.

I. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and or exchanged via facsimile, each of which shall be deemed an original, but all such counterparts and/or facsimile or originals together shall constitute but one and the same document.

J. Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

K. Valid Limited Liability Company. Hardball represents that as of the date of the execution of this Agreement Hardball Capital LLC is organized and in good standing under the laws of the State of Georgia, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement.

L. Prohibition Against Food and Beverage Being Brought Into the Venue. Hardball may request the City to post signs in appropriate locations in the Venue which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Venue.

M. Status of Parties. The Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to be creating a partnership or joint venture between Hardball and the City with respect to Hardball's activities conducted in the Venue pursuant to the terms of this Agreement.

N. Waiver. The waiver by either Hardball or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

O. Bull Street Study. Per the Bull Street Agreement, the Parties will conduct noise and light studies at Hardball's expense and will design the Venue in a modern and urbanistic-sensitive fashion to minimize the amount of noise and light experienced by the surrounding community.

P. Binding Effect/Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and, subject to Article XXII, their respective affiliates, successors and assigns.

Q. Exhibits; Attachments. All exhibits or attachments attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

R. Hardball's Property Loss and Damage. Nothing herein shall be construed to create a bailment relationship between the City and Hardball or the Club concerning any property brought on the premises of the Venue by Hardball or the Club.

S. Employee Status. It is understood and agreed that no agent, servant or employee of Hardball or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances deemed an agent, servant or employee of Hardball.

T. Cooperation. The City and Hardball agree to work together in good faith to assure a consistent and effective operation of the Venue.

U. Permits. The City will work cooperatively with Hardball in connection with such building permits, noise and light ordinance permits and/or clearances as necessary to alter street and traffic flow as per the master plan for the Bull Street project and in connection with such other permits and clearances as may be required in order to complete the project and operate the Venue as contemplated hereunder

V. No Tax. The City will not, without the consent of Hardball, impose a ticket/admission/amusement tax applicable to Hardball Home Baseball Games or other Hardball

Events during the term hereunder, unless such tax is applicable to all professional sports and entertainment facilities in the City, or otherwise generally applicable to businesses throughout the City.

W. Fireworks. So long as permitted by law, the City will assist Hardball so that Hardball can hold an acceptable number of firework nights per each season consistent with industry norms.

X. Non-Venue Signage. The City will work with the City Department of Public Works and other appropriate state and county Governmental Authorities to endeavor to alter or construct new directional signage on freeways and other major thoroughfares, directing vehicles to the Venue. The City will assist Hardball in obtaining permission and approval to hang banners within City limits (subject to reasonable restrictions and applicable guidelines) to generate interest in the development of the Project, and major events being held at the Venue.

Y. Interpretation; Construction. In this Agreement: (i) the table of contents and headings are for convenience of reference only and will not affect the meaning or interpretation of this Agreement, (ii) the words “herein,” “hereunder,” “hereby” and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph or Section where they appear), (iii) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise, (iv) unless expressly stated herein to the contrary, reference to any document means such document as amended or modified and as in effect from time to time in accordance with the terms thereof, (v) unless expressly stated herein to the contrary, reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, (vi) the words “including,” “include,” “includes” and variations thereof are deemed to be followed by the words “without limitation,” (vii) “any” is used in the sense of “any or all,” (viii) unless expressly stated herein to the contrary, reference to a document, including this Agreement, will be deemed to also refer to each annex, addendum, Exhibit, schedule or other attachment thereto, (ix) unless expressly stated herein to the contrary, reference to an Article, Section or Exhibit is to an article, section or exhibit, respectively, of this Agreement, (x) all dollar amounts are expressed in United States dollars and will be paid in United States currency in immediately available funds, (xi) when calculating a period of time, the day that is the initial reference day in calculating such period will be excluded and, if the last day of such period is not a Business Day, such period will end on the next day that is a Business Day, (xii) the Parties participated jointly in the negotiation and drafting of this Agreement; therefore, if an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof, (xiii) the Exhibits hereto are an integral part of this Agreement and terms and conditions therein have the same effect as if contained in the body of this Agreement; and (xiv) the words “shall” and “will” have equal force and effect.

Z. Additional Documents and Approvals. The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

EXHIBIT IV(C)

ITEM	CAPITAL FUND	HARDBALL
Structure		
Structural steel and concrete components	M, R	
Roofs	M, R	
Water sealing	M, R	
Windows and doors	R	M, 1
Flooring, walls, ceilings	R	M
Railings and fencing	R	M
Fixed seating	R	M
Safety netting	R	M
Interior Finishes (flooring, carpeting, tiles, walls)	R	M
Exterior Painting	R	M
Stadium Systems		M, 2
Plumbing	R	M
Electrical	R	M
HVAC	R	M
Security and fire monitoring and suppression and sprinkler systems	R	M
Generator	R	M
Lighting (excluding field lighting)	R	M
Emergency lighting	R	M
Escalators and elevators	R	M
Scoreboard	R	M
Sound system	R	M
Other electronic signage		M, R
Trash compactor	R	M
Playing Field		
Preparation for games		M, R
Grass cutting		M, R
Sod fertilizing maintenance and repair.		M
Full playing surface replacement		
Field drainage system	R	
Field irrigation system	R	M
Foul ball screen, backstop	R	M
Dugouts	R	M
Bullpens	R	M
Outfield fence/wall padding	R	M
Field lighting and lamps	R	M
Baseball equipment		M, R
Hitting screens		M, R
Tarps		M, R
Batting cages		M, R
Portable backstops		M, R

Attachment: ordinance_2014_021_hardball_capital_bull_street_agreement (1209 : ORDINANCE NO.: 2014-021)

Signage and communications		
Scoreboards	R	M
Fixed marketing signage		M, R
Videoboards and other electronic marketing signage		M, R
Wayfinding signage	R	M
Public address system	R	M
Electronic message center	R	M
Telephone	R	M
Internet	R	M
WiFi	R	M
Suites, banquet and other public areas equipment and furnishings	R	M
Press Box equipment and furnishings	R	M,
Offices equipment and furnishings		M, R
Clubhouses and Umpire room equipment and furnishings		M, R
Clubhouses and Umpire room floors, walls, fixtures	R	M
Concessions stands, equipment, refrigeration and freezers and portable units	R	M
Venue Area	R	M
Marketing inventory		M, R
Other		
Seats, bleachers and chairs	R	M
Cupholders	R	M
Bathrooms	R	M
Exterior Landscaping		R, M

Key

M=Ordinary and routine maintenance and repair responsibility, including cleaning and trash removal

R= Capital replacement responsibility; excluding in the case of the City, all items that constitute marketing inventory, e.g., naming on cupholders.

1 includes window cleaning

2 includes pest control and annual inspections

The parties have attempted to foresee all of the requirements for the maintenance and improvement of the Venue but agree that items may arise that are not on this list. When such items arise, Hardball shall be required to pay for any items that constitute routine or ordinary maintenance. All capital expenditures and needs, except those for which Hardball is responsible per this Exhibit, shall be funded out of the Capital Maintenance and Improvement Fund.

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: **ORDINANCE NO.: 2014-023 Authorizing the City Manager to execute a Fourth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02**

N/A

FINANCIAL IMPACT:

SUMMARY:

Ordinance No. (ID # 1182)

**ORDINANCE NO.: 2014-023 AUTHORIZING THE CITY MANAGER TO
EXECUTE A FOURTH AMENDMENT TO PURCHASE AGREEMENT
BETWEEN THE CITY OF COLUMBIA AND BRIGHT-MEYERS 2001 LLC
FOR THE SALE OF 5.97 +/- ACRES (CAPITAL CITY STADIUM),
RICHLAND COUNTY TMS #11204-02-02**

APPROVED AS TO FORM

ATTEST

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: Legal

FROM: Shari Ardis

SUBJECT: ORDINANCE NO.: 2014-024

FINANCIAL IMPACT: FY 2013-2014

SUMMARY:

ATTACHMENTS:

- ordinance_2014_024_bull_street_development_agreement (PDF)

ORDINANCE NO.: 2014-024

Authorizing the Mayor to execute a First Amendment to Development Agreement between the City of Columbia, South Carolina and Hughes Development Corporation, as equitable owner and developer, of approximately 165 acres of land within the City of Columbia, commonly known as the Department of Mental Health's "Bull Street Campus"

WHEREAS, by Ordinance No.: 2013-072 enacted on July 9, 2013, City Council authorized the Mayor to execute a Development Agreement with Hughes Development Corporation for the Bull Street Development Project; and,

WHEREAS, the Development Agreement provides for the amendment thereof; NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2014, that the Mayor is hereby authorized to execute the attached First Amendment to Development Agreement, or on a form approved by the City Attorney; and,

This ordinance is contingent upon the first reading approval of Ordinance No.: 2014-021 authorizing the execution of a Venue License Agreement between the City of Columbia and Hardball Capital LLC for the planned multi-use entertainment facility in the Bull Street Development.

Requested by:

Assistant City Manager

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA**CITY OF COLUMBIA****FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BULL STREET NEIGHBORHOOD**

This First Amendment to Development Agreement ("First Amendment") is made and entered into this _____ day of _____, 2014, by and between **Hughes Development Corporation**, a South Carolina corporation ("Developer"), and the **City of Columbia, South Carolina** ("City").

Recitals

Developer and the City entered into a Development Agreement dated July 31, 2013 (the "Development Agreement") with respect to Property known as the Bull Street Neighborhood. Significant events have occurred since that date, including the commitment by a minor league baseball team to relocate to Columbia if a suitable baseball stadium is provided. Recognizing the importance of this opportunity to the success of the Bull Street Neighborhood Project, and therefore to the City, the parties have agreed to modify the Development Agreement as set forth in this First Amendment.

Agreements

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to the City and Developer by entering this First Amendment, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer agree that the Development Agreement is amended as follows:

1. The above Recitals and the Definitions in the Development Agreement are hereby incorporated into this First Amendment.
2. Upon the completion of the design of the multi-use stadium for the minor league baseball team and prior to the commencement of construction, Developer shall convey to the City, at no cost, good marketable fee simple title to so much of the Property as will contain the baseball stadium (the "Stadium Parcel"). The parties acknowledge that the Stadium Parcel will consist of one or more ground parcels and air space parcels that will be defined by a survey provided by Developer, and that Developer will retain adjoining ground and air space parcels (likely including some air space parcels above structural parts of the stadium) for private development. The parties acknowledge that the survey and resulting legal description of the Stadium Parcel may need to be amended upon the completion of construction to reflect actual construction boundaries. Therefore, the parties agree to execute such corrective deeds or other instruments as may be necessary to reflect the final and correct legal description.
3. As a result of the integrated nature of the baseball stadium and the adjoining private development, together with the need for architectural harmony with adjoining neighborhoods within the Project, the parties agree that the City and Developer will both be involved in the design of the stadium.
4. The initial parking for the baseball stadium will be located as shown on Attachment A to this First Amendment. However, Developer necessarily reserves the right in its sole discretion to relocate the parking from time to time as development of adjoining areas occurs, so long as parking remains reasonably convenient to the stadium. The Developer agrees to work with Hardball Capital regarding the details associated with this parking arrangement to ensure compliance with MiLB parking requirements. The City will not be responsible for costs associated with compliance that are offsite of the property being conveyed to the City.

5. Developer agrees that, as a result of the baseball design, the Ensor building will be incorporated into the baseball project, and the bakery will be retained and rehabilitated.

6. Developer agrees to remove Section 14(a)3 from Article XIX, C of the Development Agreement. The impact of this is the elimination of baseball being one of the triggers which results in the City's obligation to build an 800 space garage. The other triggers for the first parking garage remain unchanged.

- a. At such time the City's commitment to build garages are present, the Developer agrees to convey to the City, at no cost, good marketable fee simple title to so much of the Property as will contain the garages. The parties acknowledge that the garage parcels will consist of one or more ground parcels and air space parcels that will be defined by a survey provided by Developer, and that Developer will retain adjoining ground and air space parcels (likely including some air space parcels above the parking structure) for private development. The parties acknowledge that the survey and resulting legal description of the garage parcels may need to be amended upon the completion of construction to reflect actual construction boundaries. Therefore, the parties agree to execute such corrective deeds or other instruments as may be necessary to reflect the final and correct legal description.

General Provisions:

A. Entire Agreement. This First Amendment, together with the Development Agreement, sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and Developer relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

B. Construction. The parties agree that each party and its counsel have reviewed and revised this First Amendment and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this First Amendment or any amendments or exhibits hereto.

C. Severability. The invalidity or unenforceability of any provision of this First Amendment shall not affect the other provisions hereof, and this First Amendment shall be construed in all respects as if such invalid and unenforceable provision were omitted.

D. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

E. Effective Date. The Effective Date of this First Amendment shall be the date set forth above which shall be the date the First Amendment is signed by all parties, and if the parties do not sign on the same date, the date on which it is signed by the last party.

F. Effect on the Agreement. Except as modified by the terms hereof, the provisions of the Agreement shall be unchanged and shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective as of the date first above written, and by doing so, agree to be bound by the terms of this First Amendment.

WITNESSES:

CITY OF COLUMBIA

Attest: _____
ERIKA D. MOORE, Clerk to Council

By: _____
STEPHEN K. BENJAMIN, Mayor

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF RICHLAND)

I HEREBY CERTIFY, that on this ____ day of _____, 2014, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Stephen K. Benjamin, as Mayor of the City of Columbia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, in his stated capacity as the appropriate official of the City of Columbia, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: _____

SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON THE FOLLOWING PAGE

Attachment: ordinance_2014_024_bull_street_development_agreement (1210 : ORDINANCE NO.: 2014-024)

WITNESSES:

HUGHES DEVELOPMENT CORPORATION

By: _____
ROBERT HUGHES, Its President

By: _____
JENNIFER GREGORY, Its Secretary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

)

I HEREBY CERTIFY, that on this ____ day of July, 2013, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Robert Hughes, as President of Hughes Development Corporation, and Jennifer Gregory, as Secretary of Hughes Development Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, in their stated capacity as the appropriate officials of the Hughes Development Corporation, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: _____

Attachment: ordinance 2014 024 bull street development agreement (1210 : ORDINANCE NO.: 2014-024)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Central Midlands Council of Governments

FINANCIAL IMPACT: No impact

SUMMARY:**ATTACHMENTS:**

- CMCOG_memo_3314 (PDF)



We Are Columbia

TO: Mayor and Members of City Council

FROM: Connie Lucius, City Council Office

DATE: March 3, 2014

SUBJECT: Central Midlands Council of Governments Appointment

Purpose: The Central Midlands Council of Governments' purpose is to prepare studies and makes recommendations on matter affecting the public health, control, utilities, planning, development and such other matters as the common interest of the participating governments may dictate.

Composition: The board is comprised of representatives from surrounding counties and municipalities in those surrounding counties. The number of delegates from each entity is based off of its population. The city currently has 3 citizen appointees and 4 councilmembers or their designees.

Action: Council is asked to re-appoint John Hardee to one final three year term to expire June 30, 2015 to and re-appointment Councilman Newman for a three (3) year term. Mayor Benjamin would like to appoint an individual to serve in his place.

- Current District Representation is:

- District 1 – 1
- District 2 – 0
- District 3 – 0
- District 4 – 1
- Not in City Limits – 1

- Applicant District Representation is:

- District 1 – 0
- District 2 – 0
- District 3 – 2
- District 4 – 1
- Not in City Limits – 0

Attachment: CMCOG_memo_3314 (1211 : Central Midlands Council of Governments)

APPLICANTS

Carol Dubose
2723 Stratford Road
Columbia, SC 29204
District 3

Brandon Jones
3123 Harrison Road
Columbia, SC 29204
District 3

Administrative Assistant
SC Senate

Attorney
McKay, Cauthen, Settana & Stublely P.A.

William Leidinger
19 Oakman Lane
Columbia, SC 29209
District 4

Retired

CURRENT MEMBERS

	<u>DATE APPOINTED</u>	<u>TERM STARTS</u>	<u>TERM ENDS</u>
Ms. Cathy Novinger 602 Meeting St. Ste. B West Columbia, SC 29169 Outside City Limits	01/21/2004 02/06/2008 06/07/2011	01/24/2004 02/06/2008 06/07/2011	06/15/2007 02/06/2011 06/07/2014
Mr. John N. Hardee 296 Tombee Ln. Columbia, SC 29209 District 4 *Also serves on the Midlands Authority for Conventions, Sports and Tourism* *Chair of the Board*	07/14/2004 10/03/2007 03/01/2011	07/14/2004 10/03/2007 03/01/2011	06/15/2007 06/15/2010 03/01/2014
Ms. Ellen Cooper 2809 Grace St. Columbia, SC 29201 District 1	02/06/2008 06/07/2011	02/06/2008 06/07/2011	02/15/2011 06/07/2014
Councilman Brian D. Newman PO Box 147 Columbia, SC 29217-0147 <i>*elected official*</i>	03/01/2011	03/01/2011	03/01/2014
Councilman Sam Davis PO Box 147 Columbia, SC 29217-0147 <i>*elected official*</i>	02/19/2003 06/28/2006 06/07/2011	02/19/2003 06/15/2006 06/07/2011	06/15/2006 06/15/2010 06/07/2014

Ms. Teresa Wilson
PO Box 147
Columbia, SC 29217-0147

02/06/2008
06/07/2011

02/06/2008
06/07/2011

06/15/2011
06/07/2014

Mayor Stephen K. Benjamin
PO Box 147
Columbia, SC 29217-0147
elected official

06/07/2011

06/07/2014

Attachment: CMCOG_memo_3314 (1211 : Central Midlands Council of Governments)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Citizens Advisory Committee for Community Development

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- citizens_advisory_committee (PDF)



We Are Columbia

TO: Mayor and Members of City Council

FROM: Connie Lucius, City Council Office

DATE: February 24, 2014

SUBJECT: Citizens Advisory Committee for Community Development Appointment

Purpose: The purpose of the Citizens Advisory Committee is to make important recommendations for the use of Community Development Block Grant (CDBG), Housing Opportunities for Persons with Aids (HOPWA). They advise the Mayor and Council on the needs of neighborhoods; reviews amendments; and make appropriate comments on policies.

Composition: This committee has seven (7) members with each Councilmember appointing one (1) representative. Appointees serve a four (4) year term with eligibility for one (1) reappointment.

Action: Council is asked to appoint one representative from District One to the Citizens Advisory Committee.

District Representation:

- District 1 – 1
- District 2 – 3
- District 3 – 2
- District 4 – 1

Attachment: citizens_advisory_committee (1213 : Citizens Advisory Committee for Community Development)

CURRENT MEMBERS	APPOINTED	TERM STARTS	EXPIRES
David Gregory Jackson 2519 Gordon Street Columbia, SC 29204 - District 2 Mayor	03/29/2011	03/29/2011	03/29/2015
Christie Savage - RESIGNED 823 Stebondale Road Columbia, SC 29203 - District 1	03/29/2011	03/29/2011	03/29/2015
Paige Jeter Moore 2411 Pinehurst Road Columbia, SC 29204 - District 2	4/16/2013	04/16/2013	04/30/2017
Marvin A. Heller 1210 McDuffie Avenue Columbia, SC 29204 - District 3	10/18/2011 * Mid term replacement	06/21/2011	06/21/2015
Tige A Watts 1314 Cedar Terrace Columbia, SC 29209 - District 4	03/29/2011	03/29/2011	03/29/2015
Dr. Anthony Morgan 231 Whaley Street Columbia, SC 29201- District 2 At-Large Representative (Devine)	12/13/2011	12/13/2011	01/15/2015
Ursula Pallares 407 South Ravenel Street Columbia, SC 29205 – District 3 At-Large Representative (Runyan)	06/26/2012	07/01/2012	07/31/2016

Applications Received

Patricia Brown
17 N. Haven Court
Columbia, SC 29203
District 1

Retired

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Columbia Tree and Appearance Commission

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- columbia_tree_appearance_commission (PDF)



We Are Columbia

TO: Mayor and Members of City Council

FROM: Connie Lucius, City Council Office

DATE: February 24, 2014

SUBJECT: Columbia Tree and Appearance Commission

Purpose: This committee protects, enhances and promotes the City of Columbia's natural resources and visual beauty. They oversee the development of a master plan for the beautification of the City of Columbia and its implementation.

Composition: This committee is comprised of 11 eleven members consisting of seven (7) At-Large members; one (1) arborist, horticulturist or landscape architect; one (1) developer or realtor; one (1) architect or engineer; and one (1) member from Columbia Green. Appointees serve a two (2) year term with eligibility for one (1) re-appointment.

Action: Council is asked to approve one (1) appointment for an At-Large seat and one (1) architect/engineer.

- The Commission recommends the appointment of Mr. Michael Beets, for the At-Large seat; and Mr. Andrew Whitfield for re-appointment to the architect/engineer seat.
- Current District Representation is:
 - District 1 – 4
 - District 2 – 0
 - District 3 – 4
 - District 4 – 2
 - Not in City Limits – 2
- The vacancies were advertised and we received five (5) applications for At-Large and one (1) application for an architect/engineer.
- District Representation of the At-Large Applicants is:
 - District 1 – 0
 - District 2 – 0
 - District 3 – 4
 - District 4 – 1
 - Not in City Limits – 0

Attachment: columbia_tree_appearance_commission (1212 : Columbia Tree and Appearance Commission)

Applications Received – At-Large

Patricia Eccles
619 King Street # 202
Columbia, SC 29205
District 3

Michael Beets
402 S. Prospect Street
Columbia, SC 29205
District 3

Retired

Associate Professor
University of South Carolina

Justin Young
2600 Kershaw Street
Columbia, SC 29205
District 3

Presley Hogue
1316 Cambridge Lane
Columbia, SC 29204
District 3

Investment Analyst
SC Retirement System Investment
Commission

Homemaker

Karen Settana
51 Foot Point Road
Columbia, SC 29209
District 4

Auditor
SC Department of Social Services

Architect/Engineer Applicant

Andrew Whitfield
3616 Moss Avenue
Columbia, SC 29205
District 3

Geotechnical Engineer

Current Appointees

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Susan Creed 1426 Geiger Avenue Columbia, SC 29201 District 1 At-Large	06/26/2012	07/2012	06/2015
Tom Clements 1112 Florence Street Columbia, SC 29201 District 1 At-Large	03/05/2013	12/2012	12/2015

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Elizabeth Marks 1908 Henderson Street Columbia, SC 29201 District 2 At-Large	08/07/2012	08/2012	08/2015
Will Brennan 4204 Timberlane Dr. Columbia, SC 29204 District 3 At-Large		03/2011	02/2014
John McKenzie 2424 Wheat Street Columbia, SC 29205 District 3 At-Large	03/05/2013	12/2012	12/2015
Mary Greene 120 Woodrow Street Columbia, SC 29205 District 3 At-Large	06/26/2012	07/2012	06/2015
Charles Moore 1301 Adger Road Columbia, SC 29205 (803) 779-4245 District 4 At-Large	03/05/2013	12/2012	12/2015
Charles Weber Howell 11 Rosemount Court Blythewood, SC 29016 Not in City Limits District 1 (Business) LA/Horticulturist/Arborist	06/26/2012	07/2012	06/2015
Andy Whitfield 3616 Moss Ave. Columbia, SC 29205 District 3 Architect/Engineer		03/2011	03/2014
Caroline Lord Columbia Green Representative	02/2013	12/2012	12/2015

Attachment: columbia_tree_appearance_commission (1212 : Columbia Tree and Appearance Commission)

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Jason Holliday 5003 Furman Avenue Columbia, SC 29206 Outside City Limits Developer-Realtor	03/05/2013	12/2012	12/2015
Jim Byrum Design Development Review Commission Representative			
Pat Parker Columbia Garden Advisory Council			
Eddie McWhirter 325 Stanford Brdige Rd. West Columbia, SC 29172			
SCE&G Advisory			
Nancy Lee Trihey Staff Sara Hollar Forestry/Beautification Superintendent Designated			

Attachment: columbia_tree_appearance_commission (1212 : Columbia Tree and Appearance Commission)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Riverbanks Park Commission

FINANCIAL IMPACT: No impact

SUMMARY:**ATTACHMENTS:**

- riverbanks_park_comm (PDF)



We Are Columbia

TO: Mayor and Members of City Council

FROM: Connie Lucius, City Council Office

DATE: February 24, 2014

SUBJECT: Riverbanks Park Commission Appointment

Purpose: The purpose of the Riverbanks Park Commission is responsible for the overall operation and maintenance of Riverbanks Zoo.

Composition: This committee consists of seven commissioners. Columbia City Council, Richland County Council, and Lexington County Council each appoint two (2) members independently and the seventh member is appointed by one of these bodies on a rotating basis. Appointees serve a term of six (6) years.

Action: Council is asked to re-appoint Mr. Bud Tibshrary to a second final term.

- Current District Representation is:
 - District 1 – 1
 - District 2 – 0
 - District 3 – 1
 - District 4 – 0
 - Not in City Limits – 0
- District Representation of Applicants
 - District 1 – 0
 - District 2 – 0
 - District 3 – 1
 - District 4 – 0
 - Not in City Limits – 0

Applications Received

Bud Tibshrary
 606 Poinsettia Street
 Columbia, SC 29205
District 3

Retired

Attachment: riverbanks_park_comm (1214 : Riverbanks Park Commission)

Current Members

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
James Smith 312 St. James St. Columbia, SC 29205 City of Columbia		03/03/2004 9/15/2010	07/21/2010 09/15/2016
Earl Brown 2068 Pavilion Towers Columbia, SC 29201 City of Columbia	09/17/2013	10/03/2007 10/03/2013	10/03/2013 10/31/2019

Other Jurisdictional Appointments

Lloyd Liles 101 Cricket Hill Rd. Lexington, SC 29072 Richland County		11/2004 11/2010	11/2010 11/2016
Phil Bartlett 111 Southlake Rd. Columbia, SC 29223 Richland County		11/2009	11/2015
Mary Howard 1016 Countsberry Rd. Lexington, SC 29072 Lexington County		12/11/2007 05/12/2009	05/12/2009 07/31/2015
Jan Stamps 74 Holly Ridge Ln. West Columbia, SC 29169 Lexington County		08/01/2006	07/31/2012
Bud Tibshrany 606 Poinsettia St. Columbia, SC 29205 At-Large (City has next appt.)		05/01/2007	05/01/2014

Attachment: riverbanks_park_comm (1214 : Riverbanks Park Commission)

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Committee Referral

FINANCIAL IMPACT: No impact

SUMMARY:

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Administrative Policy Committee Report

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- AP_Report_2_25_2014_R (PDF)

**CITY OF COLUMBIA
ADMINISTRATIVE POLICY COMMITTEE
MEETING REPORT
FEBRUARY 25, 2014 –11:00 A.M.
CITY HALL 2ND FLOOR CONFERENCE ROOM
1737 MAIN STREET**



The Columbia City Council conducted an Administrative Policy Committee Meeting on Tuesday, February 25, 2013 in the 2nd Floor Conference Room located at 1737 Main Street, Columbia, South Carolina. The Honorable Leona K. Plough (Chair) called the meeting to order at 11:09 a.m. The Honorable Moe Baddourah was present. The Honorable Tameika Isaac Devine joined the meeting at 11:18 a.m.

COMMITTEE DISCUSSIONS

1. Update on the [Affordable Housing Taskforce Recommendations](#) – Ms. Deborah Livingston, Director of Community Development

Ms. Deborah Livingston, Director of Community Development gave a short overview of the Affordable Housing Taskforce Recommendations that were previously discussed.

Mr. Bob Amundson, Executive Director of Affordable Housing Resources added that the trend is shifting to multi-family units and away from affordable homes. The Rosewood Community Council has seen the properties in Rosewood become a mix of 50% owner-occupied and 50% rentals. The University of South Carolina is building enough housing for students and that will provide more opportunities for affordable housing for individuals.

Councilor Plough stated that there comes a point when you do not want to help in homeownership, because they really cannot sustain the house.

Ms. Deborah Livingston, Director of Community Development recalled that we talked about voluntary inclusionary zoning.

Councilor Plough asked if there was a component for affordable housing at Canal Side.

Councilor Devine said there were initial discussions, but it never made it into the Canal Side agreement.

Councilor Plough suggested that if there is a revision to the Bull Street Agreement it would be helpful to include that. When we provide a subsidy, we should encourage the affordable housing component.

Mr. Bob Amundson, Executive Director of Affordable Housing Resources said thanks to Community Development we have some homes that have a 15 year term; no subsidy programs should support non-profits to help people subsidize homeownership.

Ms. Deborah Livingston, Director of Community Development said the City could develop on surplus property. We should take a look to see if it can be developed. We should have a land trust because land is affordable.

Ms. Krista Hampton, Director of Planning and Development Services added that they are currently looking at the policy re-establishing accessory dwellings. There is a need and a desire for it; it is very controversial; it's about what controls are in place, but it's a great way to get diversity into housing areas.

Mr. Brian Huskey, Executive Director of Midlands Housing Trust Fund presented recommendations to the committee. [Report](#)

There was a consensus of the committee to have staff create a short list of the recommendations for Council to take up for discussion and possible action.

2. City Attorney Evaluation Process – Ms. Pamela Benjamin, Director of Human Resources

Ms. Pamela Benjamin, Director of Human Resources presented to the committee the current evaluation procedures for city staff. They should be done annually. She noted that the state has a different system for evaluations. She presented several different evaluations for judges and the city attorney. She discussed the feasibility of doing 360° evaluations.

There was a consensus of the committee to review the different evaluations for these positions and provide feedback to Ms. Benjamin within a week so that she may draft an evaluation for the committee to review.

There was a consensus of the committee to schedule the next meeting for March 18, 2014 at 10:30 a.m.

▪ **The meeting adjourned at 12:51 p.m.**

Respectfully submitted by:

Connie Lucius, Ombudsman
Office of the City Council

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Arts and Historic Perservation Committee Report

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- AHP_2_24_2014 Report (PDF)

**CITY OF COLUMBIA
ARTS AND HISTORIC PRESERVATION COMMITTEE
MEETING REPORT
FEBRUARY 24, 2014 – 4:00 P.M.
CITY HALL – 3rd FLOOR CONFERENCE ROOM
1737 MAIN STREET**



The Columbia City Council conducted an Arts and Historic Preservation Committee Meeting on Tuesday, February 24, 2014 in the City Hall 3rd Floor Conference Room located at 1737 Main Street, Columbia, South Carolina. The Honorable Moe Baddourah (Chair) called the meeting to order at 4:04 p.m. The Honorable Brian DeQuincey Newman was present. The Honorable Leona K. Plough arrived at 4:15 p.m.

COMMITTEE DISCUSSIONS

1. Mill Village Museum Presentation – Ms. Sherry Jaco

Ms. Sherry Jaco presented a plan to have a permanent Olympia Granby Mill Village Museum located at 1170 Olympia Avenue. This is the site of the original Olympia School. They are currently in discussions with the property owner to purchase the property for \$100,000. They have received pledges totaling almost \$25,000. The owner has asked to receive the funds within 90 days. They have contacted Richland County to see if they would be willing to contribute and support this effort. They have also researched if there are any grants that would be available for this type of project.

Councilor Baddourah asked if this type of project would be eligible for Hospitality Tax dollars.

Ms. Libby Gober, Assistant to Council advised that it would not since it is not located within the city limits.

Councilor Plough inquired how it will be operated and if they have made contact with Historic Columbia.

Ms. Sherry Jaco responded it would be operated by volunteers. She commented that they have not contacted Historic Columbia. She thought they were affiliated with the City.

Ms. Missy Gentry, P.E., Assistant City Manager asked staff to help facilitate a meeting between the Historic Columbia Foundation and Ms. Jaco.

Councilor Baddourah asked for public comments at this time.

Mr. John Whitehead, Executive Director of Columbia Music Festival Association and Chair of the Hospitality Tax Advisory Committee wanted to thank the Council for their continued financial support. Halfway through this fiscal year we have had 13,000 visitors. The total number of visitors last year was 22,500. People come from all over the country and internationally as well. He commended the Mayor for his comments made at a meeting last week regarding the City's continued support of the arts; it was very important to hear that. It should not only be carried on for one year but for 20-30 years should the stadium be built. He suggested that the art community should have direct input on how it will be used. We have a need for a venue that will hold 100-1500 people. He reminded the committee that one of the findings from the Arts Task Force was the need for an arts village. A location was proposed in North Columbia, but so many other parts of the city desired it and it never came to fruition. He added that he spoke with a woman in Ft. Wayne that is involved with the Arts and has a unique perspective on the use of that facility. He shared her contact information.

Bobby Williams, former Hospitality Tax Advisory Committee member added that he is concerned and a lot of people have expressed concerns, too. I'm concerned with the budget cuts. A lot of them are scared to say anything.

John Whitehead, Executive Director of Columbia Music Festival Association and Chair of the Hospitality Tax Advisory Committee added this is our sustainability; it's part of the quality of life. It gives you a base to build their budgets on. To even talk about weaning the arts off of Hospitality Tax is detrimental to the entire health of the arts community and its growth.

John Durst, President of the South Carolina Restaurant and Lodging Association gave a brief history on why the Hospitality Tax was created and what its purpose was. Some groups that are not considered with this arts group are concerned that they might be losing funding. He said that the Mayor was going to get with the CFO to estimate how much hospitality tax would be used for debt service whether it's a 20 or 30 year term. It's either \$1.2 million or \$1.8 million.

Councilor Newman stated that he wasn't sure if this information was communicated to you or not, but we always want to hear from people whether it's a committee meeting or council meeting. To answer your question, I haven't seen anything, but the Mayor probably has that information. However, I wanted to point out one of the issues that I have with the whole Bull Street/Baseball is that a lot of misinformation has been put out there from both sides. We discussed this as a council about whether we would discuss the hospitality tax and baseball in this committee or as a Council. There was a decision made at that time for this not to be on this agenda so that the full Council could be present and make comments or ask questions. I wanted to put that out there. I have spoken with several people about this issue. The reason why it was decided to go to full Council was so that if a councilmember made a comment they could be there to answer questions put forth about comments they have made.

John Whitehead, Executive Director of Columbia Music Festival Association and Chair of the Hospitality Tax Advisory Committee stated that the Mayor did specify that all groups would not be cut.

John Durst, President of the South Carolina Restaurant and Lodging Association added that lots of information has been circulated. What is accurate?

Councilor Plaugh stated that she doesn't think that all the information out here is incorrect. The Mayor said he would hold funding at current levels. Accommodations Taxes could be used. She mentioned that a letter last year alluded to a six (6) year agreement with the Convention Center and Lake Murray.

Ms. Libby Gober, Assistant to Council advised that it was not a written agreement; it was an agreement with them and two council members; last year's surplus was substantial.

Councilor Baddourah recalled a conversation he had with a restaurant patron regarding the funding of the arts.

Councilor Plaugh added that the Mayor discussed possibly moving some groups as line items; is that a good idea.

Bobby Williams, former Hospitality Tax Advisory Committee member added that there will always be competition.

John Whitehead, Executive Director of Columbia Music Festival Association and Chair of the Hospitality Tax Advisory Committee thought it was a good idea. This would give them a sense of stability, but not for things that come up.

Ms. Libby Gober, Assistant to Council added that some groups want to be line items, but they don't realize that line items do not get extra funds; line items haven't been increased in eight (8) years.

- **The meeting adjourned at 4:54 p.m.**

Respectfully submitted by:

Connie Lucius, Ombudsman
Office of the City Council

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Economic and Community Development Committee Report

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- ECD_REPORT_02_25_2014 (PDF)

**CITY OF COLUMBIA
ECONOMIC AND COMMUNITY DEVELOPMENT
COMMITTEE MEETING REPORT
FEBRUARY 25, 2014 – 2:00 P.M.
CITY HALL – 2ND FLOOR CONFERENCE ROOM
1737 MAIN STREET**



Members of the Columbia City Council conducted an Economic and Community Development Committee Meeting on Tuesday, February 25, 2014 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Sam Davis (Chair) called the meeting to order at 2:10 p.m. and The Honorable Tameika Isaac Devine and The Honorable Moe Baddourah were present.

COMMITTEE DISCUSSION

1. The Benefit Bank of South Carolina

Ms. Kendra Mallet, Regional Coordinator for The Benefit Bank of South Carolina advised the committee that the agency is not a financial institution; it has resources that help people move from crisis to sustainability. She explained that millions of dollars go unclaimed for Medicare Part D, SNAP, Earned Income Tax Credit and other benefits. She said that barriers to citizens obtaining these resources include: education, transportation, language and stigmas. She asked that we help put The Benefit Bank in front of the people that need help the most. The agency uses a quick check eligibility calculator; applications are submitted electronically; and it's a safe and confidential process. The Benefit Bank will be participating in the Access Columbia event scheduled for April 5, 2014.

2. Overview of the City of Columbia Housing Programs

Ms. Gloria Saeed, Executive Director of the Columbia Housing Development Corporation and the Two Notch Development Corporation explained that the TN Development Corporation was established in 1993 to create affordable rental housing primarily in the Two Notch Road area. She reported that the corporation owns parcels around the Two Notch Road area along with 17 acres off of Beltline Boulevard and on Harper Street. She noted that the board will determine the next area of focus to include the target areas identified in the city's consolidated plan. She also noted that viable financing is needed for any proposed project.

Councilor Davis stated that there should be scattered site housing.

Councilor Baddourah asked that staff identify properties that can be turned into permanent housing for the homeless. He requested a list of properties owned by the TNDC that are slated for development.

ADJOURNMENT

**CITY OF COLUMBIA****AGENDA MEMORANDUM**

MEETING DATE: March 4, 2014

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Environment and Infrastructure Committee Report

FINANCIAL IMPACT: No impact

SUMMARY:

ATTACHMENTS:

- EI_REPORT_2_25_2014 (PDF)

**CITY OF COLUMBIA
ENVIRONMENT AND INFRASTRUCTURE COMMITTEE
MEETING REPORT
FEBRUARY 25, 2014 – 9:00 A.M.
CITY HALL 2ND FLOOR CONFERENCE ROOM
1737 MAIN STREET**



Members of the Columbia City Council conducted an Environment and Infrastructure Committee Meeting on Tuesday, February 25, 2014 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Tameika Isaac Devine (Chair) called the meeting to order at 9:06 a.m. The Honorable Leona K. Plaugh, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah (Non-committee member) were present.

COMMITTEE DISCUSSION

1. Underground Utilities

Ms. Melissa Gentry, P.E., Assistant City Manager of Operations presented the proposal for undergrounding utilities and cost estimates for residential areas. She said the advantages of undergrounding utilities include: power reliability during storms and severe weather events; it improves safety and allows room for shaded trees; and it removes poles from the streets. The challenges include: SCE&G and Mid Carolina Electric's transmission and distribution with the primary and service lines, telecommunications, cable television, fiber optic and infrastructure undergrounding with water, wastewater/sewer, storm drainage, undergrounding communication, gas, trees and construction inconveniences. The roads identified for consideration include: North Main Street (Penny Project), Harden Street between Gervais and Read Streets, Assembly Street, Elmwood Avenue, Gervais Street between Main and Harden Streets, South Main Street, Rosewood Drive, Devine Street, Millwood Avenue, Huger Street and Taylor Street. The Columbia Tree and Appearance Commission recommended an annual funding commitment by a way of a resolution to include an increase in franchise fees.

Councilor Runyan asked if there is a timeline.

Ms. Melissa Gentry, P.E., Assistant City Manager of Operations said if money becomes available, the application will be complete in April.

Councilor Plaugh asked is there funding in the penny sales tax.

Ms. Melissa Gentry, P.E., Assistant City Manager of Operations said not at this time.

The committee received this report as information. No action was taken.

2. Owens Field Park (Rosewood Park)

Mr. Buddy Atkins, Richland County Conservation Department introduced Mr. Bud Amundson, Rosewood Community and Ms. Betsy Kaemmerlen, Fuss & O'Neil.

Ms. Betsy Kaemmerlen, Fuss & O'Neil briefed the committee on the potential improvements and proposed funding for Owens Field Park. The objectives includes: maximizing the park's value by improving and expanding the trail system, controlling stormwater with green infrastructure and providing educational opportunities to include engaging the stakeholders.

Mr. Bud Amundson, Rosewood Community gave an update on the storm water issues affecting the trails at the park.

Councilor Plaugh said the field has a lot of dust. She asked if it has an irrigation system.

Mr. Allison Baker, Senior Assistant City Manager said no; the field is dry and needs to be redone.

Councilor Runyan asked can maintenance come out of the stormwater fund.

Ms. Dana Higgins, City Engineer said no; it has to be budgeted.

The committee received this report as information. No action was taken.

3. [Water and Sewer Line Warranty Program](#)

Ms. Shannon Lizewski, Contracts Administrator for the Utilities and Engineering Department reported that three (3) vendors submitted and three (3) proposals were accepted and opened on February 21, 2014. A selection committee has been identified and is currently reviewing all submittals according to the criteria outlined in the RFP document.

The committee received this report as information. No action was taken.

- **The meeting was adjourned at 10:44 a.m.**

Respectfully submitted by:

Niki Daniels
City Clerk's Assistant