



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 7, 2017
CITY HALL, COUNCIL CHAMBERS 1737 MAIN STREET 3RD FLOOR**

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, March 7, 2017 at City Hall, Council Chambers, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin ■ The Honorable Sam Davis, District I
The Honorable Tameika Isaac Devine, At-Large ■ The Honorable Moe Baddourah, District III
The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

CITY COUNCIL DISCUSSION

1. EPA Brownfields Briefing - Mr. Fred Delk, Columbia Development Corporation and Mr. Brian Kvam, Brownfields Program Consultant for Cardno Co.
2. Update from the Capital City / Lake Murray Country Regional Tourism Board - Ms. Miriam Atria, President/CEO of the Capital City/Lake Murray Country Regional Tourism Board
3. Indefinite Delivery Contracting - Ms. Sandra Wright, Procurement and Contracts Director and Mr. Joey Jaco, Engineering Director
4. Comprehensive Annual Financial Report for Year Ended June 30, 2016 - Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP

EXECUTIVE SESSION

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

Audit



COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 7, 2017
CITY HALL, COUNCIL CHAMBERS 1737 MAIN STREET 3RD FLOOR

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

6. February 21, 2017 Meeting Minutes

CONSENT AGENDA ITEMS 7 THROUGH 18

7. Council is asked to approve the Renewal of Target Solutions Online Training annual maintenance fees and membership, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$64,956.60. This firm is located in Charlotte, NC.

Funding Source: Fire Training - Employee Training and Professional Development - 1012304-631200 - The original budgeted amount is \$65,000.

8. Council is asked to approve Water Main Construction Services at Timberlake Court, as requested by the Utility Operations Department. Award to North American Pipeline Management, Inc., a Woman Owned Business Enterprise in the amount of \$59,681.00. This firm is located in Marietta, GA.

Funding Source: 5529999-658650/WM438601-658650. This is a Protégé Only Project. The original budgeted amount is \$88,620.00.

9. Council is asked to approve Design and Construction Administration Services for five (5) Parking Garages, as requested by the General Services Department. Award to Kimley Horn and Associates as a sole source in an amount not to exceed \$157,000.00. This firm is located in Columbia, SC.

Funding Source: Parking Improvement Project Control/Capital Project Cost/Washington Garage FY16 CIP, 5329999-658650-PG001131. The original budgeted amount is \$200,000.00.



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10. Council is asked to approve the Finlay Park Playground Design, Equipment and Installation, as requested by the Parks & Recreation Department. Award to Carolina Parks & Play, LLC in the amount of \$174,560.00. This vendor is located in Cary, NC.

Funding Source: Capital Projects - Finlay Park – Rec/Phys Fitness Equip-Capital; 4039999-638500 / JL:PK005607-638500 (\$150,000) and Parks & Recreation: Parks-Building & Grounds/Special Projects; 1015104-638500 (\$35,972.80). The original budgeted amount is \$150,000.00.

11. Council is asked to authorize Indefinite Delivery Contract negotiations for Engineering Services related to Wastewater Flood Recovery, as requested by the Utility Operations Department and the Engineering Department. Award to Black & Veatch Corporation, Chao & Associates, Inc., AECOM Technical Services, Inc., and Michael Baker International in an amount not to exceed \$500,000.00 per firm. We also request Council's approval for the execution of the final contractual agreements, in a form to be approved by the City's Attorney's office with final approval by the City Manager.

Funding Source: 2531706-638400 (Flood Recovery Account). The City and its Disaster Recovery Program Management Team are seeking federal reimbursement from the Federal Emergency Management Administration (FEMA) for these services.

12. Council is asked to approve Contract Amendment #1 for the Busby Street Resource & Training Complex Design Services, as requested by the Parks and Recreation Department. Award to Architects Design Group, Inc. in the amount of \$175,040.00. This firm is located in Winter Park, FL.

Funding Source: 4039999 – CP106002

The following subconsultants will provide assistance: McCreary/Snow Architects, PA, (WBE) located in Columbia, SC, will provide local Associate Architect services in the amount of \$44,821.00, Dennis Corporation, located in Columbia, SC, will provide surveying, civil engineering and an update of NEPA services in the amount of \$15,000.00; Chao & Associates (MBE) located in Columbia, SC will provide Structural Engineering services in the amount of \$18,573.00; MECA Engineering, located in Columbia, SC, will provide Mechanical Plumbing, Fire Protection Engineering services in the amount of \$29,800.00; GWA, Inc., located in Columbia, SC will provide Electrical Engineering services in the amount of \$19,550.00; Gimball-Cotterill & Associates, located in Columbia, SC will provide Landscape Architecture services in the amount of \$8,000.00; TLC Engineering for Architecture, located in Orlando, FL will provide Technology Engineering services in the amount of \$13,000.00; and P.J. Noble and Associates (W/MBE), located in Columbia, SC will provide Community Liaison services in the amount of \$12,200.00.



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TUESDAY, MARCH 7, 2017

CITY HALL, COUNCIL CHAMBERS 1737 MAIN STREET 3RD FLOOR

13. Resolution No.: R-2017-015 - Authorizing consumption of wine only at the Grape Escape Smooth Jazz Wine Fest on Saturday, October 7, 2017 and Sunday, October 8, 2017
14. Resolution No.: R-2017-022 - Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival in Earlewood Park on Saturday, April 22, 2017
15. Resolution No.: R-2017-024 - Authorizing consumption of beer and wine only at the Indie Grits Film Festival Opening Night Block Party on Thursday, April 20, 2017
16. Resolution No.: R-2017-026 - Authorizing consumption of beer and wine only at the Indie Grits Film Festival Food Event on Saturday, April 22, 2017
17. Resolution No.: R-2017-027 - Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival Kick-Off Party on Friday, April 14, 2017
18. Resolution No.: R-2017-029 - Authorizing consumption of beer and wine beverages only within Finlay Park for the Bark to the Park Walk and Festival on April 8, 2017

END CONSENT AGENDA

PRESENTATIONS

19. Purchasing Professionals Month Proclamation - The Honorable Stephen K. Benjamin
20. Columbia Firefighter Appreciation Month - Mr. Aubrey Jenkins, Columbia Fire Chief and Ms. Tara Heil, Executive Director of the Greater South Carolina Muscular Dystrophy Association
21. American Red Cross Month Proclamation - The Honorable Stephen K. Benjamin
22. Women's History Month Proclamation - The Honorable Mayor Stephen K. Benjamin
23. Recognition of Bluebird Property Management, LLC as the Business Spotlight Program Honoree - Mr. Angelo McBride, Office of Business Opportunities Administrator

ORDINANCES - FIRST READING



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24. Ordinance No.: 2017-021 - Granting an encroachment to Main & Blanding, LLC for installation and maintenance of a ramp and landing, door, landing and awning, stairwells, railing, sidewalks, grease interceptor and pump station, roof drains, and landscaping for a below grade garden/patio area within the right of way area of the 1100 block of Blanding Street adjacent to 1649 Main Street, Richland County TMS #09014-10-04, excluding outdoor dining
25. Ordinance No.: 2017-023 - Authorizing the issuance and sale by the City of Columbia, South Carolina, of its not exceeding \$8,135,000 General Obligation Bonds, in one or more series, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance And Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto

SIDEWALK VENDING PUBLIC HEARING - ORDINANCE FIRST READING

26. Ordinance No.: 2017-016 - Granting a Franchise to Lucky Hot Dog Cart with Hot Fire Kitchen for operation of a stationary sidewalk vending cart in the mid-block pad near 1423 Main Street

RESOLUTIONS

27. Resolution No: R-2017-028 Adopting and incorporating the Local Business Enterprise Preference Policy into the City Procurement Regulations

OTHER MATTERS

28. Council is asked to approve the Installation of one (1) Speed Hump on Wayne Street, as requested by the Traffic Engineering Division.

The Fire Department and Police Department have reviewed and approved the proposed location.

29. Council is asked to approve the Installation of two (2) Speed Humps and one (1) raised crosswalk on Randall Avenue, as requested by Traffic Engineering Division.



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The Fire Department and Police Department have reviewed and approved the proposed location.

30. Council is asked to approve the Installation of three (3) additional street lights in the Belvedere Neighborhood, as requested by the Traffic Engineering Division.

The total amount for this project is \$356.76 and the year-to-date total expenditure is \$3,289.08.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURN



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Columbia Development Corporation

FROM: *Fred Delk, Executive Director*

SUBJECT: EPA Brownfields Briefing - Mr. Fred Delk, Columbia Development Corporation and Mr. Brian Kvam, Brownfields Program Consultant for Cardno Co.

PRESENTER: Fred Delk, Columbia Development Corporation and Brian Kvam, Brownfields program consultant, Cardno Co.

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

The City of Columbia, EPA Brownfields Grant Program will provide a brief project update to City Council.

The Brownfields Program has utilized five grants funded by the EPA totaling \$2 million from 1999 to 2017. The presentation will outline the EPA investment and the program's return on investment as determined in a recent economic analysis. The Brownfields Program will soon close out the current grant but a competitive grant application is currently being considered and graded. Funding announcements are expected in mid to late summer.

ATTACHMENTS:

- **#a:** ROI-Presentation_City-Council_02-21-2017 (PPTX)

HISTORY:

02/21/17

Columbia City Council

DEFERRED

A close-up photograph of a heavily rusted metal door. A Master Lock padlock is attached to a metal handle, and a chain is visible on the left. The text is overlaid on the image.

Return on Investment from

***Brownfield Initiatives
in Columbia, SC***

April, 2016

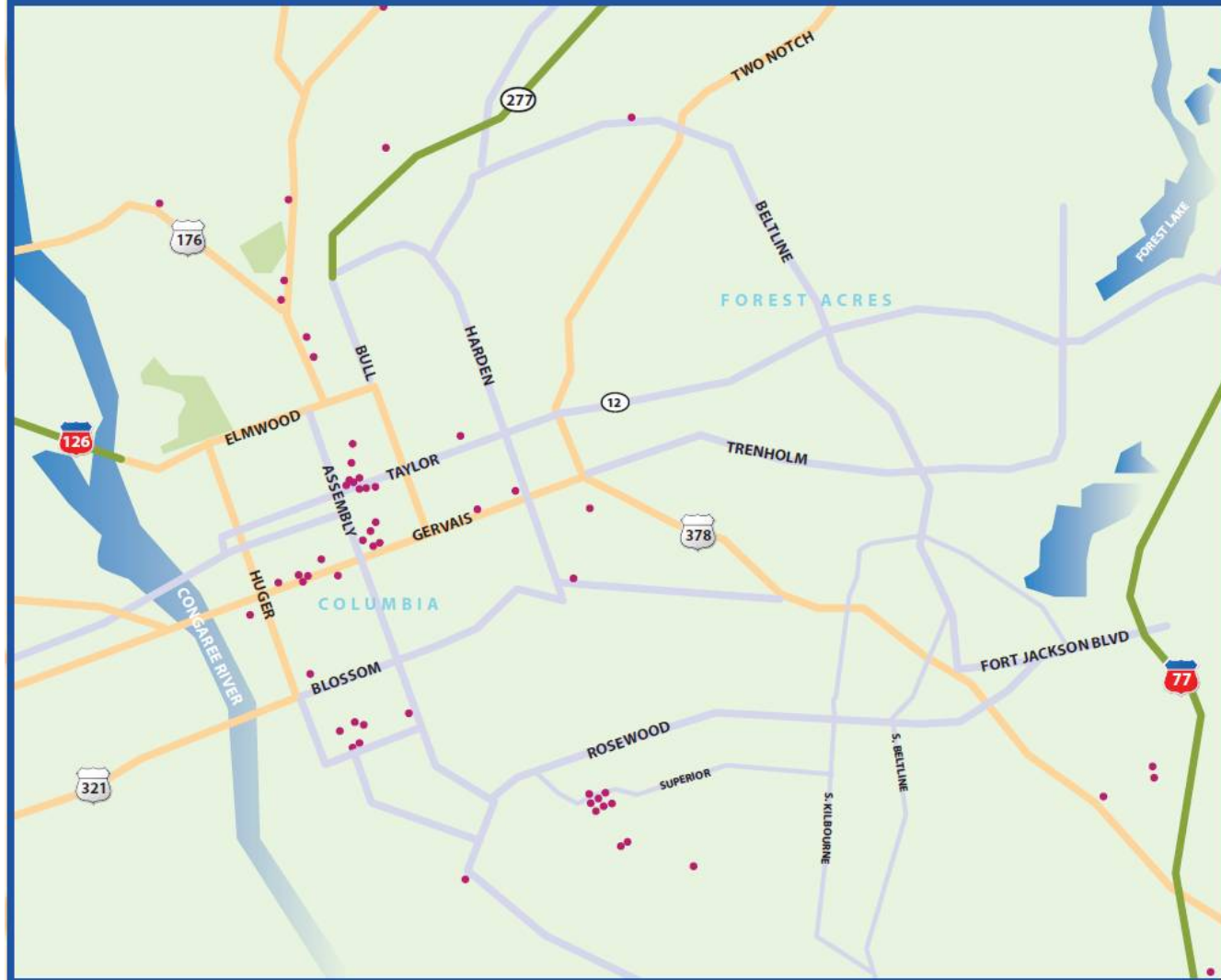
Vision for Columbia's Brownfields Initiatives

- Ø Pursue a market-driven redevelopment strategy to revitalize the downtown and the city's older neighborhoods.
- Ø Leverage brownfields funding to attract private-sector investments.
- Ø Transform economically underutilized areas to places where high-skilled people live, work, and play.
- Ø Provide economic, social, and environmental benefits to the citizens and businesses.



Investments Throughout the City

GEOGRAPHIC DISTRIBUTION OF ADDITIONAL COLUMBIA SITES THAT HAVE RECEIVED BROWNFIELDS INVESTMENTS, 1999-2016



ROI from 15 Selected Columbia Area EPA Brownfield-funded Projects

- Ø Projected total capital investment , 2000-2019: **\$303.4 million**
- Ø Estimated number of new jobs at these sites from 2000-2016: **~900**
- Ø Annual wages and salaries of new workers: **>\$25 million**

CITY of COLUMBIA's BROWNFIELDS FUNDING

EPA Has Funded 5 Brownfields Grants 1999-2017

TOTAL: \$2.0 million



Report prepared for the **Columbia Development Corporation**
911 Lady Street # C
Columbia, SC 29201



By the **Cardno Brownfield Consulting Team**
1812 Lincoln Street, Suite 301
Columbia, SC 29201



With funding from **U.S. Environmental Protection Agency**
Office of Brownfields Cleanup and Redevelopment
Washington, DC 20460
(Grant number: BF-00D26414)



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We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Update from the Capital City / Lake Murray Country
Regional Tourism Board - Ms. Miriam Atria, President/CEO
of the Capital City/Lake Murray Country Regional Tourism
Board

PRESENTER: Ms. Miriam Atria, President/CEO of Capital City/Lake
Murray Country RTB

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Columbia Speech (PDF)

- Region and community will be highlighted 36 TOTAL Hours of TV programming on Outdoor Channel. This will be done by a new event series – generating lots of hotel rooms and national publicity.
- Forrest Wood Cup returns to region in August 2017 – as part of that promotion we will provide street banner flags to promote Solar Eclipse events on one side and FWC on the other in Columbia, in Irmo Solar 17 and FWC, in Chapin, FWC and Labor Day Parade also talking to Town of Lexington for Blowfish (Centerline Event) and FWC – all paid by FLW
- Solar 17 at Lake Murray Dam – the largest viewing area for the eclipse – party of the Total Eclipse Weekend - WLTX will report live from a large boat at the lake the noon show and a national news media outlet will also join on board. As part of our service on the committee, we have shared media and press releases with Brand US the U.S. Destination Marketing Organization for the international markets – we are booking buses of people to come to this event – one from South America. Also reached to Skyworks for a possible documentary which could later
- Overview of a great year – 49% increase in Walk in Traffic to Four County Visitors Center
- 59% increase in website traffic – interesting to note that 57% of our total website traffic comes from mobile.

- Facebook Campaigns have brought a 66% increase in fans. CCLMC is placing ads for attractions, etc. Throughout the year.
- Search Marketing and Proof of Performance on advertising continues to show our ads our CTR Click through Rate reached 16.18% during April industry standard .08%
- Lake Murray Map/Columbia Visitors Information Map (will hand out copies of maps that night.) A new map created by our organization with an overrun provided annually to the Midlands Authority on Sports, Conventions and Tourism for their Visitors Center as well. Has Columbia brand included.
- Bus and Group Tour Update – just came back from American Bus Association Marketplace in Ohio, conducted appointments with 75 group planners. Our Director of Sales was recognized for our new creative USB pen which provided the attendees with all the region’s group itineraries, rates, hotels and more. We will be attending 3 more group tour bus shows in the next few weeks.
- M2M Golf – a four region Golf marketing partnership delivered over \$388,388 economic impact (1400+ room nights) – Upstate \$199,576 (last FY)
- FishinSC - a statewide “Take your Family Fishing Campaigns in partnership with SC Dept of Parks, Recreation & Tourism and SC DNR. The 11 regional tourism offices are promoting this campaign offering 11 unique fishing trips across the state to encourage families to take their kids fishing. Campaign will

generate e-mails for future direct mail purposes, progress measurement and tracking.



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Indefinite Delivery Contracting - Ms. Sandra Wright,
Procurement and Contracts Director and Mr. Joey Jaco,
Engineering Director

FINANCIAL IMPACT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Comprehensive Annual Financial Report for Year Ended June 30, 2016 - Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** CAFR weblink



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FINANCIAL IMPACT: Audit



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: February 21, 2017 Meeting Minutes

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** MN_02_21_2017_D (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL WORK SESSION

TUESDAY, FEBRUARY 21, 2017

CITY HALL ▪ 1737 MAIN STREET ▪ COUNCIL CHAMBERS ▪ 3RD FLOOR

The Columbia City Council conducted a Work Session on Tuesday, February 21, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the Work Session to order at 2:19 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah arrived at 3:14 p.m. The Honorable Tameika Isaac Devine was absent. Also present were Mr. S. Allison Baker, Senior Assistant City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

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

FINANCIAL REPORT

1. December 2016 Financial Report

Mr. S. Allison Baker, Senior Assistant City Manager stated that the financial report is available online and Ms. Jan Alonso, Finance Director is present to answer any questions.

Councilor Duvall said he sent questions to staff regarding our assessed values and properties we've been looking at. He noted that the numbers are looking good.

CITY COUNCIL DISCUSSION

2. Federal Legislative Update and Outlook - Mr. Ralph Garboushian, CapitalEdge

Mr. Ralph Garboushian, CapitalEdge said they've worked as a federal legislative consultant for the City of Columbia for over twenty years. He outlined the successes for 2015/2016 to include maintaining operating assistance for The COMET and securing \$20 million in direct disaster assistance for the City.

Councilor Rickenmann asked Ralph to push the agencies to work with property owners to move their applications forward, because we can't give them an answer and we can't help them.



We Are Columbia

Mr. Ralph Garboushian, CapitalEdge continued to report that funding was also preserved for core local government grant programs such as CDBG and homeland security grants. He noted that there were setbacks with the Permanent Internet Tax Freedom Act. He explained that the FCC issued a final rule requiring municipalities to approve colocation on existing towers. He reported that we saw little movement on sales tax fairness. He reviewed the 2016 elections, noting that the Republicans maintained control in both the House and the Senate. He reported that 33 Senate seats will be up for election in 2018. He outlined key dates and key issues for the first session of the 115th Congress. He reviewed the priorities for the new administration and congressional leadership and how those priorities could impact cities.

Councilor McDowell inquired about any priorities that the City needed to focus on now.

Mr. Ralph Garboushian, CapitalEdge said tax reform and core local government grant programs.

Mayor Benjamin asked that joint letters be sent to our federal representatives expressing our need for their support on the issue of municipal bond tax exemptions.

Councilor Davis asked for assistance with scheduling trips to Washington at the appropriate times.

3. Business Licensing Legislation - Mr. Kyle Michel, Esq., Michel Law Firm

Mr. Kyle Michel, Esq., Michel Law Firm explained that the business licensing bill started as an attempt to bring standardization and centralization to the way businesses pay their business license taxes. He said the bill now includes a number of exemptions for certain businesses. He said in order for the City to remain revenue neutral, business license taxes would need to be raised on everyone by 53%. There would be an \$8.3 million shortfall. He reported that the House adjourned debate on H3650 today until March 1, 2017. He said we are asking for the bill to be restored to its original intent, which was to standardize the process among all cities; that business license renewals be done online for all cities; and that there be a consistent due date.

Councilor Rickenmann said there is a concern from business owners that are required to pay property taxes on equipment they do not own. He asked that this concern be addressed.

Mr. Kyle Michel, Esq., Michel Law Firm said this was done five years ago in cooperation with Richland County.

Councilor Duvall said all City Councils in South Carolina need to understand that this will take away their business licensing authority and give it to the Secretary of State.



We Are Columbia

Mr. Kyle Michel, Esq., Michel Law Firm agreed to provide the Council with bullet points on H3650. As a follow-up to questions from a previous report, he clarified that the Municipal Tax Relief Act will apply to properties designated by the local government; the City will not be impacted by the appropriation to the Criminal Justice Academy, because the City doesn't pay for its law enforcement officers to be trained; and he has been working with Councilman Davis to secure State funding for the Harlem Heights storm drainage project in North Columbia.

4. EPA Brownfields Briefing - Mr. Fred Delk, Columbia Development Corporation and Mr. Brian Kvam, Brownfields Program Consultant for Cardno Co. – *This item was deferred.*

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 3:08 p.m. for the discussion of **Items 5 and 6** as outlined.

5. Discussion of negotiations incident to proposed contractual arrangements pursuant to § 30-4-70(a)(2)
 - Zapp
 - TD Bank Garage
 - Parking
6. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - Penny Tax Projects
 - Billboards

COLUMBIA CITY COUNCIL MEETING TUESDAY, FEBRUARY 21, 2017

The Columbia City Council met on Tuesday, February 21, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:07 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

PLEDGE OF ALLEGIANCE

The 2017 Class of Young Ambassadors for Justice led the audience in the Pledge of Allegiance.



We Are Columbia

INVOCATION

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

Councilor Duvall recognized the birth of Councilwoman Tameika Isaac Devine and Commissioner Jamie Devine's healthy baby boy, Jameson on Thursday, February 16, 2017.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to adopt the agenda, subject to removing **Item 9** (*Citywide Multifunctional Copier Devices*) from the Consent Agenda.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

7. Council is asked to approve the February 7, 2017 Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the February 7, 2017 Meeting Minutes.

CONSENT AGENDA ITEMS

Upon a single motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the **Consent Agenda Items 8 and 10 through 16**.

8. Council is asked approve the Purchase of Radios and Accessories, as requested by the Police Department. Award to Motorola Inc., using the SC State Contract in the amount of \$61,624.67. This vendor is located in Blythewood, SC. *Funding Source: FEMA/ Police Department: Radio Equipment 2532402-627800. The original budgeted amount is \$65,000.00. - Approved*
9. Council is asked to approve a Contract for Citywide Multifunctional Copier Device Services, as requested by the General Services Department. Award to Ricoh USA, Inc., in the amount of \$450,781.20. This company is located in Columbia, SC. *Funding Source: Central Stores/Copying – Xerox Copy and Supplies, 6208951– 627200. The original budgeted amount is \$1,050,000.00. – Approved as amended.*



We Are Columbia

Ms. Lawana Robinson, Deputy Director of the Procurement and Contracts Department explained that the attached agreement is the City's standard professional services agreement. A different form may be required in accordance with the State of South Carolina Participating Addendum for copier agreements for public sector entities utilizing the State contract. There are no major changes to any other pertinent information submitted to Council; it is simply a matter of form.

Upon a motion by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve a Contract for Citywide Multifunctional Copier Device Services in the amount of \$450,781.20, subject to the execution of the final contractual agreement between the City of Columbia and Ricoh, USA (a state contract vendor), in a form to be approved by the City Attorney's Office with final approval by the City Manager.

10. Council is asked to ratify the approval of Project SD8446; Emergency Storm Water Improvements on Calhoun Street, as requested by the Procurement and Contracts Department. Award to LAD Corporation in the amount of \$135,399.00. This firm is a certified Local Business Enterprise located in West Columbia, SC. *Funding Source: Engineering Storm Water Improvement - Special Contracts W/S, SW 5511706 - 638305 - Approved*
11. Council is asked to ratify the approval of Project SS737902; Olympia Emergency Sanitary Sewer Repairs at 528 Georgia Street, as requested by the Procurement and Contracts Department. Award to Shady Grove Construction, LLC in the amount of \$378,308. This firm is a certified Local Business Enterprise located in Irmo, SC. *Funding Source: Water Sewer Capital Project-Capital Project Cost/Olympia Sewer at 528 Georgia St. 5529999 - 658650 - SS737902 - Approved*
12. Council is asked to approve Sanitary Sewer Improvements at Johnson Avenue and Garden Springs Road, as requested by the Engineering Department. Award to LAD Corporation of West Columbia, a Local Business Enterprise in the amount of \$497,673.00. This firm is located in West Columbia, SC. *Funding Source: Utilities Metro Wastewater Plant - Special Contracts, 5529999-658650/SS740001-658650. The original budgeted amount is \$500,000.00. Ferguson Waterworks of Elgin, SC will receive 6% (\$25,000) of the contract value and Tindall Corporation of Spartanburg, SC will receive 2% (10,000) of the contract value. - Approved*



We Are Columbia

13. Council is asked to approve Change Order #1 for Project SS7279; Smith Branch Basin, as requested by the Engineering Department. Award to Layne Inliner in the amount of \$899,925.50. This firm is located in Tucker, Georgia. *Funding Source: Funding for this change order will be provided from the original budget for Project SS7279 Smith Branch Basin. With this change order, the revised contract amount is \$3,712,487.50. This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. North American Pipeline Management of Marietta, GA, a Woman Owned Business Enterprise, is the Protégé and will receive 72% (\$648,228.40) of the change order value. The original budget for this project is \$6,000,000.00 and the original contract amount is \$2,812,562.00. - Approved*
14. Resolution No.: R-2017-002 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 30, 2017 - *Approved*
15. Resolution No.: R-2017-004 - Authorizing consumption of beer and wine only at Soda City Crit on Saturday, December 16, 2017 - *Approved*
16. Resolution No.: R-2017-021 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 26, 2017 with a rain date contingency of September 2, 2017 - *Approved*

PRESENTATIONS

17. Young Ambassadors for Justice Program - Deputy Chief Melron Kelly, Columbia Police Department and Miss McKenzie Amaker

Deputy Police Chief Melron Kelly, Columbia Police Department introduced the members of the 2017 Class of the Columbia Police Department's Young Ambassadors for Justice Program. He explained that he and Chief Holbrook convened this class to discuss issues that were important to them. Those issues ranged from violence, relationships and current events. He introduced Mr. Jamie Patterson as a Richland One Graduate of Columbia High School, the Director of School Counseling for Richland District Two and the program's mentor. The students represent A.C. Flora, C.A. Johnson, Dreher, and Westwood High Schools.

Miss McKenzie Amaker, Senior at Dreher High School thanked the officers and volunteers for sparing their time to educate the Young Ambassadors. She said the program includes a diversity of students that meet to share their experiences with relationship violence, safety issues, and preparing for the future. She said it has been a great program and she would love to see it expanded.



We Are Columbia

Ms. Teresa Wilson, City Manager reported that this initiative meets City Council's strategic Objective 4.1 to coordinate, partner and support Richland school districts.

18. Columbia World Affairs Council Update - Mr. Dickson Monk, Executive Director of the Columbia World Affairs Council

Mr. Dickson Monk, Executive Director of the Columbia World Affairs Council said the CWAC serves as the bridge between our local community and its global counterparts. He reported that two major projects involving the University of South Carolina College of Engineering and Computing and the Fraunhofer Institute for Experimental Software Engineering in our sister city of Kaiserslautern are under way. He provided an overview of many recent events that included collaborations with the Counsel General of India, Nagesh Singh, the former president of Haiti, President Martelly, Claflin University, the Counsel General of India, the S.C. State Museum, the USC Geography Department, a group of women leaders from the Ukraine and Columbia College. The CWAC is starting an initiative with our sister city of Cluj-Napoca, Romania to connect with IT students and professionals and ramp up our communications through a key contact here, Gabriel Terejanu, who is a senior department head in computer science at USC. The CWAC is also working with the Harry Hume Foundation and the Nexsen Pruet Law Firm on a potential trip to Estonia to connect with IT professionals and others. We are looking at other venues including Copenhagen, Denmark where Councilwoman Devine got a first-hand look at how Denmark is increasing livability by reducing its use of vehicles. Ms. Devine spoke to the annual meeting of the World Affairs Council in January. The Council's programming is having a positive impact on Columbia's hospitality economy and awareness of Columbia's position as a world-class city. In closing, he said they look forward to working with interns from the Mayor's Fellows Program.

The Honorable Judge Mildred McDuffie, Columbia World Affairs Council Board of Directors asked Council for their continued support. She said we enjoy what we do to make the world better. She also asked Council to attend this year's gala.

STAFF REPORT

19. Busby Street Community Center & Police Training Complex Phase I Project Update - Ms. Dana Higgins, PE, City Engineer and Mr. Bob Probst, AIA, Project Manager

Ms. Teresa Wilson, City Manager said she asked staff to prepare an update on Phase I of the Busby Street Community Center & Police Training Complex Project in anticipation of a contractual amendment that will come before Council on March 7, 2017. She thanked Council for their dedication of funding.



We Are Columbia

Ms. Dana Higgins, P.E., City Engineer explained that the purpose of this project is to design and construct a community center using design elements from the Earlewood Community Center and to create a police substation presence with a training facility on the 7-acre property located off of Busby Street. She noted that multiple city departments are working together on programming, spatial needs and to save costs. She explained that low impact development standards will be used for the creation of walking trails, a playground, plazas, landscaping, a stormwater pond, parking and streetscaping.

Mr. Bob Probst, AIA, Project Manager said this is concept; we reviewed the programming that was done by the architects, met with the partners and now we are developing information for the architects to continue with the schematic design phase of the project. He said we need your approval tonight in order to get the architects moving forward on the balance of the contract. He noted that there will be an amendment for Council's review and approval at the next meeting. He said we used Earlewood as a baseline for this project and we are looking to establish a design vernacular for all community buildings. He reported that the building will be approximately 7,500 square feet with 3,000 sq. ft. of meeting space that can be subdivided; an office for the Parks and Recreation Departments; two offices for the community; a 500 sq. ft. conference room; restrooms, circulation and other required spaces. The police substation is approximately 1,300 sq. ft. and will include a conference room and restrooms. The plan is to have a shared reception area for the police substation and the community center. The entire facility will have security systems, state of the art communications and audio visual equipment and Wi-Fi. He said anything we build should set the standard for other developments and go beyond what is expected. He noted that there is a \$2.5 million budget for hard construction, site development and soft costs. He reiterated that City forces will be used whenever possible. He said the architects and engineers will be used to design the entire 7-acre site so that the infrastructure will be in place for future development of the full site. The anticipated completion date is April 2018.

Councilor McDowell asked if there will be community input. He said we are on target conceptually.

Mr. Bob Probst, AIA, Project Manager said absolutely; once we complete the schematic design we will setup a meeting to share it with the community.

Ms. Teresa Wilson, City Manager asked Councilors Davis and McDowell and Mayor Benjamin to work with her on shaping the community input sessions.

Councilor Davis requested a presentation at the next neighborhood meeting.

Councilor Baddourah requested feedback on the need for police substations in other parts of the City of Columbia.



We Are Columbia

Mayor Benjamin said this concept is a reflection of previous community engagement and input. We do want you to share this with the neighbors in the surrounding area and we want you to move forward post-haste.

OTHER MATTERS

20. Fund Balance Allocations

Upon a motion made by Mr. Baddourah and seconded by Mr. McDowell, Council voted unanimously to approve the following allocations from the unassigned fund balance in the total amount of \$105,000.

\$22,500	International Festival
\$22,500	Columbia Classical Ballet
\$5,000	Devine Street Merchants Association for marketing Devine Street Night Out
\$5,000	Rosewood Merchants Association for marketing Rosewood Arts Festival
\$5,000	Shandon Neighborhood Council for park improvements
\$5,000	Rosewood Community Council for park improvements
\$5,000	Rose Hill Neighborhood for park improvements
\$5,000	Melrose Heights for park improvements
\$5,000	Wheeler Hill Neighborhood for park improvements
\$5,000	Woodlands Park for improvements
\$5,000	Columbia Federation for the Blind
\$10,000	Owens Field Miracle Field for windmill public art
\$5,000	National Association for Minority Contractors

Councilor Baddourah said we have talked about including public art in our parks and we want to bring a windmill to Owens Field to represent Child Abuse Prevention Month. He noted that the windmill design will come before Council in the near future.

As a point of personal privilege, Mayor Benjamin recognized The Honorable Milton G. Kimpson as the newly elected Administrative Law Court Judge for South Carolina.

21. Little Lake Katherine Dredging Project Funding Request

Ms. Dana Higgins, P.E., City Engineer explained that Lake Katherine is currently having their pond dredged. She said they met with both Lake Katherine and Little Lake Katherine to discuss the process of Army Corp permitting and the requirements for having the sediment removed. She explained that Little Lake Katherine is requesting a commitment from the City for 52% of the sediment removal costs. A study from 2004, estimated 7,100 cubic yards and that would equate to \$92,950.



We Are Columbia

Councilor Rickenmann added that we've been having these discussions since 2004 and there has to be participation from the homeowners and Richland County. He said we made this commitment in 2004 so we are still using that pricing.

Mayor Benjamin clarified that we are asking all of our regional partners to contribute in making this a reality. He said if 52% is a different amount, then we need to live up to that commitment.

Upon a motion by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve the Little Lake Katherine Dredging Project Funding Request in the amount of \$92,950 from the Stormwater Fund, subject to permitting.

22. Gills Creek Watershed Association Match Funding Request for a Section 319 Grant

Councilor Rickenmann said the Gills Creek Watershed Association is submitting this grant for the Crowson Road section of Gills Creek that was affected by the flood from Fort Jackson Boulevard to Rosewood Drive. He said a good example of this is Sugar Creek in Charlotte, North Carolina and the economic impact that it has. He said the project will go along with the Penny Tax Project and the commitment has to be a local match of 40%. He suggested that funding come from the Stormwater Fund.

Councilor Baddourah said the grant will also provide a better quality of life for the residents.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve the Gills Creek Watershed Association Match Funding Request for a Section 319 Grant in the amount of \$250,000 from the Stormwater Fund, contingent upon a successful grant award.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Mr. Jack Logan appeared on behalf of Put Down the Guns to express concerns about the unsolved Najeer Buggs case. He asked Council to assist Police Chief Holbrook with increasing the Crime Stoppers award and to utilize billboards in hopes of finding the suspect that murdered this 14 year old child.



We Are Columbia

Mayor Benjamin said the Police Department has the Council's support as they aggressively pursue a resolution to this case. He said Crime Stoppers will stand by a positive resolution in this case, as well.

Ms. Raquel Thornton appeared on behalf of Homeless Helping Homeless to read a written statement and to inquire about the \$13.5 million that was provided for homeless people. She asked what is going to be done about the number of homeless people in Columbia.

Mayor Benjamin sought clarity on Ms. Thornton's needs and the \$13.5 million she is referring to. He referred her to City staff for further assistance with flood relief and her immediate needs.

Mr. James Williams appeared on behalf of the Greenview Community to request assistance from City Council with obtaining the old Sanders Middle School for community activities, a daycare center, afterschool programs, and space for the City's police and fire departments. He said the community had discussions with the School District.

Mayor Benjamin said the property has been vacant for some time and it has water damage. He said it is a beautiful piece of property. He agreed to follow-up with Mr. Williams about how to get clarity from the School District on how to move forward.

Upon a motion by Mr. Baddourah and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 7:16 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Target Solutions Online Training annual maintenance fees and membership, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$64,956.60. This firm is located in Charlotte, NC.

FINANCIAL IMPACT: Funding Source: Fire Training - Employee Training and Professional Development - 1012304-631200 - The original budgeted amount is \$65,000.

ORIGINAL BUDGET: \$65,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Fire Department requests City Council's approval for the purchase of Target Solutions annual maintenance fees and membership.

We respectfully request approval for this Sole Source purchase from Municipal Emergency Services, at the following cost.

Qty.	Description	Unit Price	Extended Total	Total
1	Annual maintenance fee	\$195.00	\$ 195.00	
550	Premier Membership	\$109.00	\$ 59,950.00	
	SC sales tax		\$ 4,811.60	
				\$64,956.60

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

ATTACHMENTS:

- **#a:** Municipal Emergency Services (Target Solutions) Quote (PDF)
- **#b:** Fully signed Sole Source (PDF)



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 11/16/2016
Quote # QT1056067
Expires 12/16/2016
Sales Rep Humphries, Ronald
PO #
Shipping Method FedEx Ground

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

Ship To
CITY OF COLUMBIA
FIRE STATION-HARDEN STREET
1901 HARDEN ST
COLUMBIA SC 29204-1015

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
16000			Annual Maintenance Fee	1	195.00	195.00
15000			Premier Membership:	550	109.00	59,950.00

Shipping Cost (FedEx Ground) Subtotal 60,145.00
Tax Total 4,811.60
Total \$64,956.60

Target solutions training program for November 2016 to November 2017

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

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1056067



Sole Source Justification for TargetSolutions' Services

TargetSolutions (formerly TargetSafety) provides a comprehensive suite of web based solutions for Fire and EMS departments. Most of these solutions are not available from other providers. In addition, when you consider that all are part of one, integrated online platform no other vendor can compete.

Among TargetSolutions platform's key differentiators are:

Solid Industry Backing:

TargetSolutions is backed by leading fire industry organizations, including:

National Fire Protection Association (NFPA) – In 2002, NFPA invested in TargetSafety to enable the company to deliver online training courses to serve NFPA's Fire Service members. NFPA was instrumental in financing the development of content and advanced applications for the Fire Service and is the Company's largest outside shareholder. The NFPA has representation in the TSC Board.

IAFC – TargetSolutions is an International Association of Fire Chiefs partner. TSC has underwritten a \$1.5 million grant to the fire service with the IAFC to give back to the fire community. In the past we offered free training for events such as the National Firefighter Safety Stand Down, of which 14,000 courses were completed. Together with IAFC Board, we initiated and sponsored the 2011 VCOS Training Officer of the year award.

International Society of Fire Service Instructors (ISFSI) – Headed up by Eddie Buchanan of Hanover FD, VA, ISFSI is partnered with TSC to review and develop relevant and cutting-edge training content to the fire industry. ISFSI and TSC host "Distance Learning in the Fire Industry," symposiums intended for instructors and anyone else in the fire service interested in e-learning.

Regional / Industry Segment Partnerships include SFFMA, SEAFC, NYSAFC and VCOS.

Innovative Compliance Management Applications and Reports:

These applications and reports help departments lower costs and increase productivity while keeping firefighters and EMTs safe. They include:

- **Credentials Manager** – Automating the tracking of EMT certifications, firefighter job qualifications, drivers' licenses, auto insurance, and virtually any type of data with an expiration date and identification number
- **Custom Tests** – Enabling departments to evaluate employee proficiency by creating, assigning and managing the delivery of secure, web-based exams
- **Community Resources** – Making it easy for departments to share resources—such as training presentations, educational videos, SOPs, inspection forms, and more—with other TargetSolutions clients and community members; documents can be downloaded, modified, and assigned to employees in just a few clicks of the mouse.
- **Organization Resources** – Providing a central location for departments to upload and access organizational files
- **Custom Activities** – Allowing department personnel to track employee review of protocols, SOPs, and more as well as monitor virtually every action (or inaction) within the department



- **Web Events** (integrated Adobe web conferencing) – Letting departments conduct live, online meetings (such as interactive training events) with remote participants from within the TargetSolutions platform
- **Event Manager** – Making it possible to create, schedule, track, and access reports on events such as instructor-led classroom training, online meetings and webinars, new hire orientations, and recurring department meetings; this application provides easy access to user registration and attendance records, delivers confirmation and reminder emails to employees, and simplifies enrollment and access to event details.
- **ISO Reporting** – Standardizing the department's collection of data and automating the reporting of all ISO training

Integrated Fire and EMS Training Courses and Custom Content:

TargetSolutions is the only provider that offers online EMS continuing education training on the same platform as NFPA-based firefighter, human resources, OSHA, HAZMAT, terrorism and emergency vehicle operator training. Featuring more than 200 hours of refresher curriculum, PreventionLink training topics include:

- **Fire Industry**
 - NFPA 1500 Series
 - NFPA 1001 Series/Firefighter I & II
 - NFPA 1021/Company Officer
 - Brunacini Functional Boss Behaviors
 - Emergency Responder Training
 - S-190 Introduction to Wildland Fire
 - General
- **EMS Continuing Education**
 - Preparatory
 - Trauma
 - Patient Assessment
 - Special Considerations
 - Operations
 - Airway
 - Medical
- **Emergency Vehicle Operator**
 - Fire Department Driver Training Curriculum
 - Supervisor Curriculum
- **OSHA and Compliance**
 - General Safety
 - Environmental Awareness
 - General
 - Occupational Health
- **Human Resources**
- **Employment Practices for Supervisors**
- **CA AB 1234 Board of Directors and Trustees**



AHA ACLS and BLS Training – Through our platform, fire and EMS personnel can take the American Heart Association's *BLS for Healthcare Providers Online Part 1* and *HeartCode™ ACLS Part 1*. These courses are integrated into the platform, making it possible to easily assign, track, and report course completion.

Content Authoring Start-up Kit – Using TargetSolutions' Content Authoring Start-up Kit, training officers can create engaging courses, presentations, interactions, and quizzes—incorporating multimedia elements like video and voiceover narration. These courses can then be uploaded to the platform, assigned and tracked.

Comprehensive Health and Wellness Program:

TargetSolutions, in partnership with American Specialty Health's Healthyroads®, features a complete web-based health and wellness program that meets all five parts of the IAFF's Wellness Fitness Initiative through personal health assessments, self-guided online courses, exercise and nutrition planners, and online tools.

Extensive Employment Screening:

Through a partnership with ACheck America, departments using TargetSolutions' platform have access to fast and accurate employment screening services, such as criminal and public records searches, compliance link searches, credit reports, social security number checks, general verifications, and drug and alcohol testing.

Summary

By taking advantage of these TargetSolutions applications and services, your department can:

- Dramatically reduce the expenses associated with overtime, administrative tasks and fuel
- Deliver online NFPA and EMS continuing education courses
- Document and maintain records on all required training and compliance tasks
- Facilitate better internal communication

Should you have any questions about the information presented above, please feel free to contact me at 858.592.6880.

We look forward to working with you and hope to serve your department for many years to come. Thank you for your consideration and evaluation of TargetSolutions and our platform.

Jon Handy
President and CEO TargetSolutions

Requisition # R179470JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Fire Division,
Target Solutions Annual maintenance fees and
(1)
(2)

membership for Fire Dept. personnel

as a sole source procurement from MES
(3)

based upon the following justifications: This has been our department's
(4)

current Training Software since 2012. The increased
cost have been created due to an added EMS training
module becoming available to us. We are extremely happy
with this product and vendor and don't wish to change.

This sole source is valid through June 30, 2017

Amount \$ 64,956.60

Fire
Department

Anthony D. Gordon
Signature of Department Head

2/15/17
Date

James W. Wight
Signature of Purchasing Agent

2/17/17
Date

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

J. Alonso
Signature of Finance Director

2/22/17
Date

Signature of Asst. City Manager

Date

Teresa Wilson
Signature of City Manager

2/23/17
Date

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

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

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



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Jon Handy
President and CEO TargetSolutions



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Water Main Construction Services at Timberlake Court, as requested by the Utility Operations Department. Award to North American Pipeline Management, Inc., a Woman Owned Business Enterprise in the amount of \$59,681.00. This firm is located in Marietta, GA.

FINANCIAL IMPACT: Funding Source: 5529999-658650/WM438601-658650. This is a Protégé Only Project. The original budgeted amount is \$88,620.00.

ORIGINAL BUDGET: \$88,620.00

BUSINESS PROGRAM: Protege Only Project

STRATEGIC GOALS: Provide high quality municipal services

Two (2) bids were received for the construction services for Water Main Construction at Timberlake Court from Lost Creek Drive (BID 040-16-17-CCP) as requested by Utilities and Engineering. This project was under the provisions of the Mentor Protégé Program, Protégé Only.

The total construction time allocated for this project is thirty (30) days after the notice to proceed is issued. I respectfully request City Council's approval of these services from North American Pipeline Management, Inc., Woman Business Enterprise, at an amount not to exceed \$59,681.00.

Base Bid	\$54,681.00
Contingency	5,000.00
Total (Not to Exceed)	\$59,681.00

ATTACHMENTS:

- **#a:** Bid Tabulation 040-16-17-CCP (PDF)
- **#b:** Letter of Engineer Approval and Site Map (PDF)
- **#c:** revised compliance & business info record (PDF)

Bid Tabulation Report
BID040-16-17-CCP: TIMBERLAKE COURT FROM LOST CREEK DRIVE WAT
Thursday, February 02, 2017

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B002211 - Stutts & Williams, LLC					
PO Box 2046 Lexington, SC 29071-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: Yes ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	WM4386 - Water Main Construction along Timberlake Court from	1.00	61,340.00	61,340.00
Total Stutts & Williams, LLC					61,340.00
Bidder ID: B002297 - North American Pipeline Management, Inc.					
12 Montclair Ave Greenville, SC 29206-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: No ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	WM4386 - Water Main Construction along Timberlake Court from	1.00	54,681.00	54,681.00
Total North American Pipeline Management					54,681.00

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.

User: Anita S. Higgins
 Report: 05- BM Bid Tabulation

Page: 1

Time: 10:02:26
 Date: 02/02/2017

Clark-Pitchford, Carla M

From: Culclasure, Susan
Sent: Monday, February 06, 2017 4:50 PM
To: Clark-Pitchford, Carla M
Cc: Bolling, Andrea R; Shaw, Jason; Porth, Gary B; Robinson, Lawana C
Subject: Bid Analysis 040-16-17-CCP Timberlake Recommendation
Attachments: Rhett Culclasure.vcf

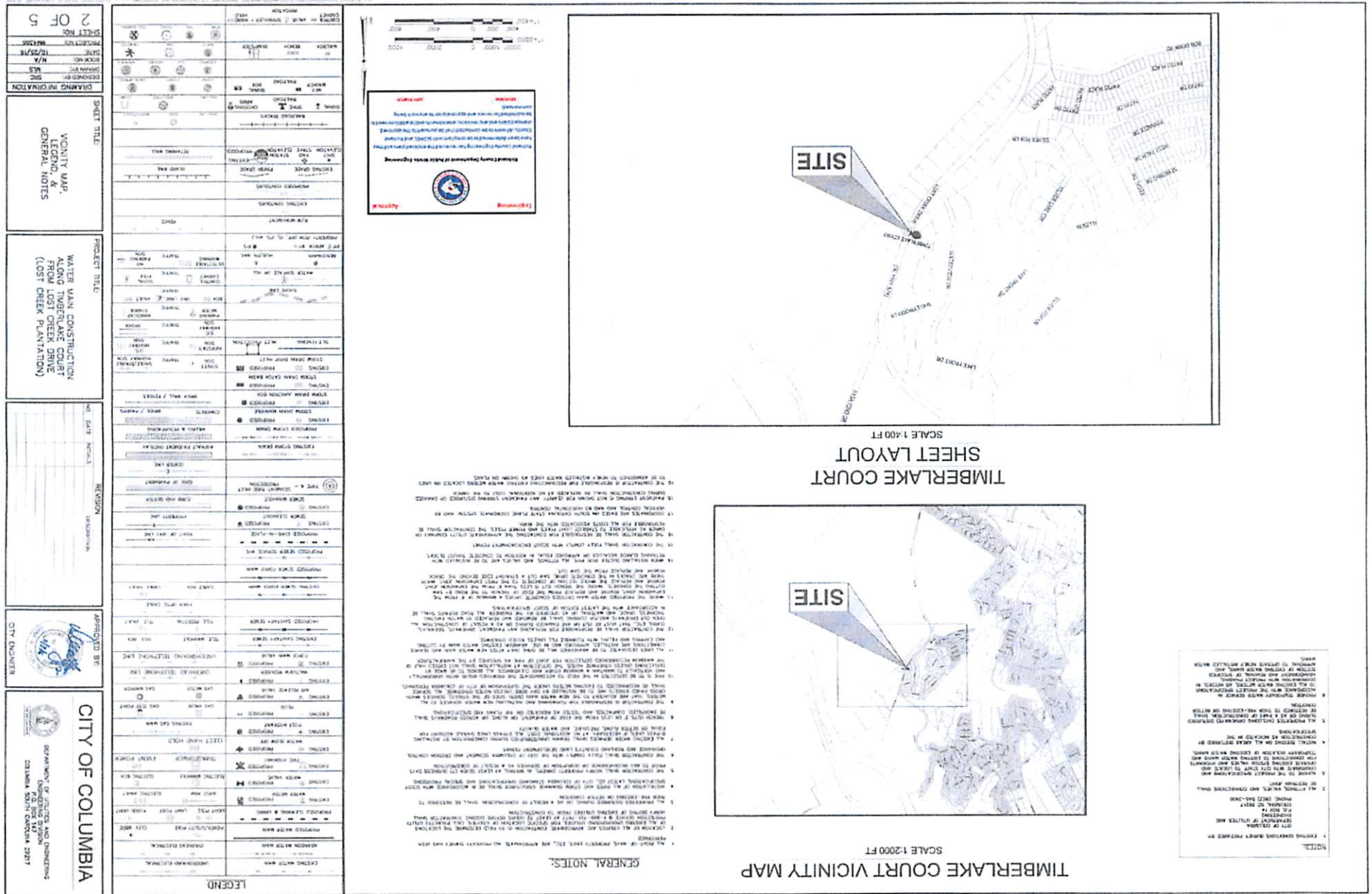
After reviewing the bid analysis for Timberlake Ct, the apparent low bidder is North American Pipeline Management, Inc. at \$54,681.00.

It is recommended that City Council accept the proposed bid and a 10% contingency for a total cost of \$59,681.00.

Rhett Culclasure

COC
Civil Engineer
Engineering

803-545-3281 Work
srculclasure@columbiasc.net
6th Floor, Office 611
1136 Washington Street
Columbia, SC 29201





CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Carla M. Clark-Pitchford, Bid Coordinator
Department of Procurement and Contracts

DATE: February 6, 2017

SUBJECT: PROJECT: BID#040-16-17-CCP Timberlake Court from Lost Creek Drive Water Main Construction (WM4386)

Bids for this project were opened publicly at 10:00 a.m., February 2, 2017 in the seventh floor Conference Room, 1136 Washington Street.

Bids submitted for the referenced project, were in participation with the Mentor Protege Program, Protégé Only. The apparent *responsive* low bidder is North American Pipeline Management, Inc of Marietta, GA at \$54,681.00.

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

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

Thank You.

Review Approved: Ayesha Driggers
Ayesha Driggers Compliance Administrator

DATE: 2-6-17

Bid No: 040-16-17-CCP

Page No: 32

BID 040-16-17-CCP Timberlake Court from Lost Creek Drive Water Main Construction**Business Information Records**

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

Business Name Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Services/Mat (\$ Value)	SOP DBE, DVBE	MPP MBE, WBE, SBE
NAPM, Inc. 82 Hamby Rd SE Marietta, GA 30067	Brandon Lalpprandt 678-820-3981 ext. 140	All work scope	100%	DBE	WBE/SBE

TOTAL: \$ 54,681.00

North American Pipeline Management, Inc.

Contractor

By

I certify this information is true and correct.

Form 710

2/1/2017

Date



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Design and Construction Administration Services for five (5) Parking Garages, as requested by the General Services Department. Award to Kimley Horn and Associates as a sole source in an amount not to exceed \$157,000.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Parking Improvement Project Control/Capital Project Cost/Washington Garage FY16 CIP, 5329999-658650-PG001131. The original budgeted amount is \$200,000.00.

ORIGINAL BUDGET: \$200,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

General Services request approval of a sole source for five (5) parking garages design and construction administration services. The garages include: Arsenal Hill, Sumter Street, Lady Street, Taylor Street and Washington Street. Kimley Horn and Associates provided the initial assessment of the garages.

We respectfully request City Council's approval for these services from Kimley Horn at an amount not to exceed \$157,000.00.

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

ATTACHMENTS:

- **#a:** Kimley-Horn.2017.ParkingGarages.agr (PDF)
- **#b:** Sole Source with Signatures (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Kimley-Horn and Associates, Inc., (hereinafter referred to as the "Engineer"), for Engineer to render services for Construction Document preparation, Bid Phase Services, and Construction Phase Services for five (5) existing parking garages: Arsenal Hill, Taylor Street, Sumter Street, Washington Street and Lady Street.

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, March 31, 2019, or at such time the total compensation provided for herein is reached. The term of the project will be for an initial term of two (2) year(s) from award and contract execution.

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

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 A, attached hereto.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Task 1 – Condition Assessment Update shall not exceed a lump sum fee of Fourteen Thousand Dollars and No/100 (\$14,000.00).

B. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Task 2 – Construction Documents shall not exceed a lump sum fee of Eighty-Eight Thousand Dollars and No/100 (\$88,000.00).

C. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Task 3 – Bid Phase shall not exceed a lump sum fee of Nine Thousand Dollars and No/100 (\$9,000.00).

D. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Task 4 – Construction Phase shall not exceed a lump sum fee of Forty-Six Thousand Dollars and No/100 (\$46,000.00).

E. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Hundred Fifty-Seven Thousand Dollars and No/100 (\$157,000.00).

F. 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 B hereto.** 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.

G. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

H. SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals	___0___%
MBE	___0___%
WBE	___0___%
LSA	___0___%

The Engineer will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

VI. Indemnification, Hold Harmless And Insurance

A. The Engineer shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

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

Liability: The successful applicant shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate 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 and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

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

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

VII. Permits and Licenses

A. The Engineer 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 Engineer 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; In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Engineer shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Engineer prior to the date of termination of the agreement. The Engineer shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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: Kimley-Horn and Associates Inc., 802 Gervais Street, Columbia SC, 29201.

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, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

K. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for program work.

L. The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness By: _____ Date: _____
Teresa Wilson, City Manager

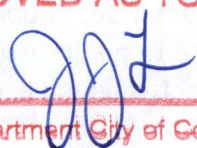
Witness Kimley-Horn and Associates, Inc.,
By: _____ Date: _____
Title: _____

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

RECOMMENDED BY: _____ Date: _____
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

Kimley-Horn.2017.ParkingGarages.agr.doc

APPROVED AS TO FORM



Legal Department City of Columbia, SC



December 6, 2016

Kelvin Keisler
Support Services Administrator
City of Columbia
1924 Calhoun Street
Columbia, SC 29201

Re: City of Columbia Paring Garage Repairs Professional Services Agreement

Dear Mr. Keisler:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Columbia ("Client") for providing design services for repair items for five (5) City owned garages.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The Consultant has developed Condition Assessment Reports as part of a prior contractor for the parking garages in question and listed below. Based on the findings and recommendations presented in these reports, the Client has asked the Consultant to develop Construction Documents for repair items as identified below. This letter agreement outlines the scope of services for the Construction Document preparation, Bid Phase Services, and Construction Phase Services for these identified repair items.

Based on the information provided in the Condition Assessment Reports, the Client has requested the Consultant prepare construction documents for the following items. Repair items listed below are as noted in the Condition Assessment Reports for each of the garages. One bid package will be developed that includes items for all garages and will include these items specifically listed below. A separate bid package for each garage will not be prepared. Additional items not specifically listed below can be included in the bid package as an additional service.

Arsenal Hill Garage

- Repair floor and column shallow spalls, delaminations, and exposed reinforcement (up to 2")
- Repair floor and column deep spalls and delamination (2" to 4")
- Install supplementary floor drains at garage median adjacent to the northeast ramp
- Repair damaged trench drain grate at garage entry/exit
- Replace joint sealant
- Replace architectural sealant
- Replace waterproof traffic coating
- Install pipe protection
- Add fall hazard protection

- Replace traffic barrier cables
- Investigate solution to make handrails compliant or replace
- Install additional restraints
- Install supplementary floor drains
- Install a central emergency lighting system with a central emergency lighting inverter and accessories.

Sumter Street Garage

- Repair floor and column shallow spalls, delaminations, and exposed reinforcement (up to 2")
- Repair floor and column deep spalls and delamination (2" to 4")
- Repair concrete cracks (route and seal)
- Replace expansion joints
- Install supplementary drainage in the northeast corner of the garage at most levels
- Replace damaged drain pipe on Level 3A
- Investigate solution to make handrails compliant or replace
- Install a central emergency lighting system with a central emergency lighting inverter and accessories.

Lady Street Garage

- Repair floor and column shallow spalls, delaminations, and exposed reinforcement (up to 2")
- Repair floor and column deep spalls and delamination (2" to 4")
- Replace damaged parapet panel
- Replace damaged grout pockets
- Replace expansion joint on first floor
- Remedy tripping hazards
- Install a central emergency lighting system with a central emergency lighting inverter and accessories.

Taylor Street Garage

- Additional beam testing and analysis
- Repair floor and column shallow spalls, delaminations, and exposed reinforcement (up to 2")
- Repair floor and column deep spalls and delamination (2" to 4")
- Repair concrete cracks (route and seal)
- Replace expansion joints
- Replace joint sealant
- Remedy tripping hazard
- Add fall hazard protection
- Investigate solution to make handrails compliant or replace
- Install a central emergency lighting system with a central emergency lighting inverter and accessories.
- Provide a manual dry standpipe system in accordance with IBC and NFPA 14
- Replace two electrical panels per level or twelve (12) total. Panels for charging stations will not be replaced.
- Install two "P" signs at the garage entry/exit locations

Washington Street Garage

- Repair floor and column shallow spalls, delaminations, and exposed reinforcement (up to 2")
- Repair floor and column deep spalls and delamination (2" to 4")
- Repair concrete cracks (route and seal)
- Replace expansion joints
- Replace joint sealant
- Replace grout closures between corner panels
- Add fall hazard protection
- Investigate solution to make handrails compliant or replace
- Install a central emergency lighting system with a central emergency lighting inverter and accessories.
- Insulate (elastomeric insulation) domestic water risers
- Provide manual dry standpipes
- Install one "P" sign at the garage entry/exit location

In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or otherwise, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

The consultant will provide the services specifically set forth below.

Task 1 – Condition Assessment Update

The Consultant will provide walk-through, cursory level review of each of the garages mentioned. This review is not intended to be a detailed review as was previously completed during the original condition assessment exercise, rather, this will be a high-level review intended to verify the recommendations documented in the previously mentioned Condition Assessment Reports.

Following the walk-throughs, the Consultant will develop a technical memorandum documenting findings and offering any additional recommendations that are not captured in the repair items listed below. In addition, the Consultant will attend one (1) face to face meeting with the Client to review results of the condition assessment update effort.

Task 2 – Construction Documents

To allow preparation of the repair documents, the following sub-tasks will be completed.

- 2.1 Create CAD base files based on as-built structural information provided to the Consultant by the Client. The Consultant assumes there are no available CAD files for the garages. The CAD base files will utilize scanned images of the record drawings from the original construction. The base files will not include redrawing the garages in CAD. The base files are not to be considered as-builts, since they are based on the limited available

information. Rather, these base files will be used to generally describe the repair locations and extent.

- 2.2 Review the architectural and structural drawings provided by the Client for the parking garages as it relates to the recommended repairs listed herein. This does not include verifying as-built conditions of the entire garage including, but not limited to, column grids and dimensions, but rather focuses on the areas being repaired.
- 2.3 Conduct a site visit to review the list of repair items in an effort to obtain additional measurements and confirm established quantities and repair locations. This task shall follow the review of drawings noted above. Photographs and some minimal field marking of repairs will be completed. Due to the nature of restoration construction, it should be understood that our quantities may not completely reflect final repair quantities for some items.
- 2.4 Research methods and products applicable to the repair items.
- 2.5 Evaluate phasing of repairs based on priority, order of operations, Client funds, and preferences.
- 2.6 Provide construction drawings of recommended repairs. Drawings will consist of plan view, general notes, repair details, and typical photographs.
- 2.7 Provide striping plans for repairs that result in modifications to traffic flow or parking stall arrangement.
- 2.8 Provide technical specifications for recommended repairs. Up front documents provided by the Client will be included into the Project Manual.
- 2.9 Detail recommended repairs into one (1) bid package for the repairs listed herein.
- 2.10 The Consultant will prepare construction drawings in sufficient detail to facilitate installation of "P"-Signs to be selected by the Client that are similar to existing signage on other garages. These drawings will include detailing the electrical conduit routing and anchorage details.
- 2.11 Submit a set of 50% Construction Documents for the repair items to the Client for review and comment.
- 2.12 Submit a set of 95% Construction Documents for the repair items to the Client for review and comment.
- 2.13 Submit 100% Construction Documents for the repair items to the Client for bid and construction purposes. Additional Client reviews for items beyond those listed herein will be considered an additional service.

- 2.14 Attend one (1) Plan Review Meeting with City Inspections for the Construction Documents, if needed.
- 2.15 Final deliverables for the bid package include one (1) PDF copy of the full sized signed and sealed drawings and one (1) PDF copy of the corresponding Project Manual. One (1) full sized or half sized set of signed and sealed drawings on bond paper, and one (1) copy of the corresponding Project Manual can be provided, if requested.

Task 3 – Bid Phase

It is assumed that the Client will manage the Bid Phase of the project, with assistance provided by the Consultant as documented in the sub-tasks below.

- 3.1 Respond to Contractor technical questions related to the bid package.
- 3.2 Issue required Addenda for the bid package.
- 3.3 Participate in one (1) Pre-Bid meeting for the bid set.
- 3.4 Attend one (1) bid opening.
- 3.5 Assist in the evaluations of the received bids for the bid package.

Task 4 – Construction Phase

The Consultant will provide construction phase services for the repair items for the bid package as described in this task.

- 4.1 Participate in one (1) Pre-Construction meeting with the selected Contractor prior to the commencement of Work at the Site.
- 4.2 Provide on-site construction observation services during the construction phase. Consultant will make up to sixteen (16) visits to observe progress of the Work. This assumes approximately one (1) site visit per week over a four (4) month period of construction. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgement. Based on information obtained during such visits and such observations, Consultant will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep the Client informed of the general progress of the Work.
- 4.3 Recommend to the Client that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents.

- 4.4 Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Client.
- 4.5 Recommend Change Orders to the Client, and review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 4.6 Review and approve or take other appropriate action in respect to Shop Drawings, Submittals, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Consultant will take appropriate action with each submittal within seven (7) calendar days.
- 4.7 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 4.8 The Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may make recommendations for approval or corrective action based on Consultant's review of certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- 4.9 Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that the Consultant recommends the Contractor be paid. Such recommendations of payment will be in writing and will constitute the Consultant's representation to the Client, based on such observations and review, that, to the best of the Consultant's knowledge, information, and belief, the Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit work price, Consultant's recommendations of payment will include determination of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- 4.10 By recommending payment, the Consultant shall not thereby be deemed to have represented that its observations to check the Contractor's work have been exhaustive, extended to every aspect of the Contractor's work in progress, or involved detailed

inspections of the Work beyond the responsibilities specifically assigned to the Consultant in this agreement. It will also not impose responsibility on the Consultant to make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Client free and clear of liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Client and the Contractor that might affect the amount that should be paid.

- 4.11 Promptly after notice from the Contractor that it considers the entire Work ready for its intended use, in company with the Client and the Contractor, conduct a site visit to determine if the Work is substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Client the Consultant considers the Work substantially complete, the Consultant will notify the Client and the Contractor.
- 4.12 Conduct a final site visit to determine if the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list so that the Consultant may recommend, in writing, the final payment to the contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to the Consultant upon which it is entitled to rely.
- 4.13 Compile warranty/product literature provided to the Consultant by the Contractor.
- 4.14 Provide the Client with Record Drawings in AutoCAD and PDF format for repair items, based on information provided by the selected contractor at the end of construction.

Services Not Included

Any other services, including but not limited to the following, are not included in this Amendment:

- Additional meetings beyond what is specifically outlines in the above Scope of Services.
- Condition Assessment updates for other City owned parking garages.
- Intrusive or destructive testing of materials (concrete, soils, etc.)
- Material testing including, but not limited to concrete coring, chloride testing, etc., beyond what is required at the Taylor Street Garage (three – five, ~6" diameter concrete cores)
- Design of emergency generator systems.
- Design services not specifically indicated herein.
- Traffic and vehicular queuing analysis.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Consultant during the project, included but not limited to the following:

- Record drawings for the parking structures.
- Previous reports for the facilities.
- Available records from original construction.
- Client budget allotted for repairs.
- Prompt review of submittal documents to facilitate the continuous flow of the project through design and construction.
- Up front general conditions, supplemental general conditions, and special conditions for use in the Project Manual.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable. It is estimated that within 2 weeks of a Notice to Proceed, the Task 1 memorandum will be completed and submitted. Within 10 weeks of a Notice to Proceed, 50% Construction Documents will be submitted to the Client for review and comment. Within 14 weeks from the original Notice to Proceed, 95% Construction Documents will be submitted to the Client for review and comment. Within 2 weeks from receiving Client comments to the 95% plans, the Kimley-Horn will complete 100% Construction Documents.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Condition Assessment Update	\$ 14,000
Task 2 – Construction Documents	\$ 88,000
Task 3 – Bid Phase	\$ 9,000
Task 4 – Construction Phase	\$ 46,000
Total	\$ 157,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

EXHIBIT B – SUBCONSULTANT/ SUBCONTRACTOR BUSINESS INFORMATION

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

Business Name/ Address /SAMS/DUNS #/ CAGE #	Contact Name/ Telephone	Disadvantage d Business Enterprise Information (MBE, WBE SBE) If applicable	Services/Materials to be Provided	Cost of Service/Mat (\$ Value)
None				

TOTAL: _____

Consultant

By _____

I certify this information is true and correct.

Date

Please check any certifications the prime has:

SBE ☐

MBE ☐

WBE ☐

LBE ☐

Exhibit C

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES
INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted ____0____%

Total **MBE Participation Percentage** to be subcontracted ____0____%

Total **WBE Participation Percentage** to be subcontracted ____0____%

Total **Other DBE Participation Percentage** to be subcontracted ____0____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. **If your business is located in a labor surplus area, please check here:** ☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature

Date

(Print Name)

Business Name

Requisition # R177100JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Parking Services Division,
(1)
design engineering services to include condition assessment, construction
(2)
documents, bidding and construction administration for 5 parking garages.

as a sole source procurement from Kimley Horn and Associates, Inc.
(3)

based upon the following justifications: This consultant provided the initial evaluation
(4)
on the garages that was derived from a RFQ. These services are subsequent and were
offered as an additional service in the original agreement. Kimley Horn has the means and
methods for providing these services.

This sole source is valid through June 30, 2017 Amount \$ 157,000.00

General Services

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Finlay Park Playground Design, Equipment and Installation, as requested by the Parks & Recreation Department. Award to Carolina Parks & Play, LLC in the amount of \$174,560.00. This vendor is located in Cary, NC.

FINANCIAL IMPACT: Funding Source: Capital Projects - Finlay Park – Rec/Phys Fitness Equip-Capital; 4039999-638500 / JL:PK005607-638500 (\$150,000) and Parks & Precreation: Parks-Building & Grounds/Special Projects; 1015104-638500 (\$35,972.80). The original budgeted amount is \$150,000.00.

ORIGINAL BUDGET: \$150,000

STRATEGIC GOALS: Foster a healthy quality of life

Eight (8) proposals were received in response to the request for proposals (RFP) released for the Finlay Park Playground Design, Equipment and Installation (RFP011-16-17-LRL) as requested by the Parks and Recreation Department.

We respectfully request City Council's approval for this service to be awarded to Carolina Parks & Play, LLC. The not to exceed amount for the playground design, equipment and installation for Finlay Park is \$185,972.80. Thank you for your consideration and approval of this request.

Equipment	\$142,660.00	
SC Sales Tax	\$ 11,412.80	
Equipment Total		\$154,072.80
Installation		\$ 31,900.00
Total Playground Equipment and Installation		\$185,972.80

Carolina Parks & Play, LLC is located in Cary, NC 27512.

ATTACHMENTS:

- **#a:** Finlay Park Playground Design MT (PDF)

- #b: Finlay Park Cost Proposal MT (PDF)
- #c: Finlay Park Eval Ranking MT (PDF)
- #d: Finlay Park Interview Rating MT (PDF)



Finlay Park
Columbia, SC. November 17, 2016 93661-2-5A

*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance. ©2016 Landscape Structures. All Rights Reserved.



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Proudly presented by:
Todd McDuffee





Finlay Park
Columbia, SC. November 17, 2016 93661-2-5B

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Todd McDuffee





Finlay Park
Columbia, SC. November 17, 2016 93661-2-5C

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Todd McDuffee



APPENDIX V- COST PROPOSAL (REVISED)

RFP 011-16-17-LRL	
Finlay Park Playground Design, Equipment and Installation	
– COST TEMPLATE	
Costs of Goods/Services	
	Total
Playground Design	No charge
Equipment	\$142,660
Installation	\$31,900
*Total Project Costs (to include freight): Do not include taxes. Taxes will be calculated separately.	* \$174,560
* This total project cost is to be submitted to Bid Online.	
Alternate Price for 50/50 Color Mix of Rubber Mulch (This cost shall be separate from the above cost)	\$182,275

RFP011-16-17-LRL
Finlay Park Playground Design, Equipment and Installation
1/23/2017

	Blisss Products and Services Inc	Carolina Parks & Play	Churchich (CRD)	Cunningham Recreation	Palmetto Recreation Equipment LLC	Playground Safety Services, Inc.	Playworld Preferred	Superior Recreation of the Carolinas
	43.222	94.119	50.249	48.012	94.711	94.304	77.211	48
	65.222	87.119	87.249	86.012	69.711	88.304	89.211	95
	85.222	74.119	82.249	80.012	74.711	79.304	72.211	85
	80.222	94.119	77.249	70.012	69.711	79.304	97.211	100
	79.222	82.119	86.249	64.012	82.711	78.304	64.211	86
Total	353.11	431.595	383.245	348.06	391.555	419.52	400.055	414
Average	70.622	86.319	76.649	69.612	78.311	83.904	80.011	82.8

RFP011-16-17 Finlay Parks Playground, Design and Installation
Interviews
3-Feb-17

	Playground Safety	Superior Recreation	Playworld Preferred	Carolina Parks & Play
	50	14	14	50
	26	38	38	50
	50	38	26	50
	50	26	50	50
	38	50	50	50
Total	214	166	178	250



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to authorize Indefinite Delivery Contract negotiations for Engineering Services related to Wastewater Flood Recovery, as requested by the Utility Operations Department and the Engineering Department. Award to Black & Veatch Corporation, Chao & Associates, Inc., AECOM Technical Services, Inc., and Michael Baker International in an amount not to exceed \$500,000.00 per firm. We also request Council's approval for the execution of the final contractual agreements, in a form to be approved by the City's Attorney's office with final approval by the City Manager.

PRESENTER: Joseph D. Jaco, PE

FINANCIAL IMPACT: Funding Source: 2531706-638400 (Flood Recovery Account). The City and its Disaster Recovery Program Management Team are seeking federal reimbursement from the Federal Emergency Management Administration (FEMA) for these services.

ORIGINAL BUDGET: unforeseen need

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Connect the City's neighborhoods and business dist

The Departments of Utilities & Engineering respectfully request approval from City Council to negotiate four (4) Indefinite Delivery Contracts (IDCs) with Black & Veatch Corporation, Chao & Associates, Inc., AECOM Technical Services, Inc., and Michael Baker International in the amount of \$500,000.00 each.

As a result of the October 2015 historic flooding event, the Departments desire to procure engineering services for making repairs to their water and wastewater infrastructure to restore them to a safe and reliable working order. These services include, but are not limited to, engineering review, planning, alternative analysis, cost estimating, design, permitting, right-of-way acquisition support, construction administration, and construction observation. It is anticipated engineering assistance will be needed for approximately 6 water main projects and approximately 40 wastewater projects. The Procurement and Contracts Department intends to

award Indefinite Delivery Contracts for the procurement (RFQ003-16-17-SL) based on requirements under the awarded contract and in accordance with the City Procurement Policies and Procedures. Task/delivery orders are anticipated to be issued shortly following the award or concurrent with the selection and award of the basic IDC.

Black & Veatch Corporation has headquarters in Kansas City, MO and a local office in Columbia, SC. Chao & Associates, Inc. (MBE) has headquarters in Columbia, SC. AECOM Technical Services, Inc. has headquarters in Los Angeles, CA and a local office in Columbia, SC. Michael Baker International has headquarters in Pittsburgh, PA and a local office in Columbia, SC.

This work is not under the Clean Water 2020 Program, however, some of the work could impact the Program. Services to be performed will impact all City Council Districts as well as areas outside the City limits. The Legal Department will assist in crafting the final contractual agreements. The Procurement and Contracts Director, Utilities Director, and Engineering Director recommend approval.



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #1 for the Busby Street Resource & Training Complex Design Services, as requested by the Parks and Recreation Department. Award to Architects Design Group, Inc. in the amount of \$175,040.00. This firm is located in Winter Park, FL.

PRESENTER: Missy Gentry, PE

FINANCIAL IMPACT: Funding Source: 4039999 – CP106002

The following subconsultants will provide assistance: McCreary/Snow Architects, PA, (WBE) located in Columbia, SC, will provide local Associate Architect services in the amount of \$44,821.00, Dennis Corporation, located in Columbia, SC, will provide surveying, civil engineering and an update of NEPA services in the amount of \$15,000.00; Chao & Associates (MBE) located in Columbia, SC will provide Structural Engineering services in the amount of \$18,573.00; MECA Engineering, located in Columbia, SC, will provide Mechanical Plumbing, Fire Protection Engineering services in the amount of \$29,800.00; GWA, Inc., located in Columbia, SC will provide Electrical Engineering services in the amount of \$19,550.00; Gimball-Cotterill & Associates, located in Columbia, SC will provide Landscape Architecture services in the amount of \$8,000.00; TLC Engineering for Architecture, located in Orlando, FL will provide Technology Engineering services in the amount of \$13,000.00; and P.J. Noble and Associates (W/MBE), located in Columbia, SC will provide Community Liaison services in the amount of \$12,200.00.

ORIGINAL BUDGET: 2,500,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

The Department of Parks and Recreation and the Columbia Police Department respectfully requests approval from City Council for Contract Amendment #1 to an AIA Contract with Architects Design Group, Inc. (ADG) concerning the Busby Street Resource and Training Center project. The proposed Community Center will include Police Department substation components. ADG is located in Winter Park, Florida and began working on this project in 2014 and produced a Needs Assessment product that recommended project funding in the amount of \$10,000,000.00. The proposed Amendment includes a continuation of basic Architectural Services based on a revised City approved Needs Assessment Program in the amount of \$2,500,000.00. This Amendment, in the amount of \$175,040.00, includes design services for the Design Development Phase through Project Completion in addition to Supplemental Services and site improvement design for current and future development.

Funding constraints associated with this project impacts the original contracted Architect / Engineer design participation percentage of 7% and revises this to \$199,500.00 (9.5%) as a result of the new lower construction budget. This project has Federal Grant assistance and must be completed by April 1, 2018 due to the critical timeline.

Services to be performed will impact City Council District 1. The Legal Department has reviewed the Amendment and the Procurement and Contracts Director, Parks and Recreation Director, Police Chief, and the Senior Assistant City Manager recommend approval.

ATTACHMENTS:

- **#a:** ADG.2017.BusbyStreetResourceTrainingComplex.CA1.signed.stamped (PDF)
- **#b:** ADG.2017.BusbyStreetResourceTrainingComplex.CA1.cover (PDF)
- **#c:** ADG.2017.BusbyStreetResourceTrainingComplex.CA1.AttachmentA (PDF)
- **#d:** ADG.2017.BusbyStreetResourceTrainingComplex.CA1.AttachmentD (PDF)
- **#e:** ADG.2017.BusbyStreetResourceTrainingComplex.CA1.sub (PDF)
- **#f:** ADG Busby Street Plat (PDF)

AIA Agreement for Busby Street Resource & Training Complex
(Funding: 4039999-CPI06002)

Architects Design Group, Inc. and City of Columbia, SC

Contract Amendment 1
February 24, 2017

Description of Change: Request change in AIA Agreement between the City of Columbia (City) and Architects Design Group, Inc. (Architect) dated July 21, 2014 (Agreement). This Amendment is for a continuation of basic Architectural Services based on a revised City approved Needs Assessment Program and includes services for the Design Development Phase through Project Completion in addition to Supplemental Services and site improvement design for current and future development.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 241,546.00
Previous Change Orders:	-0-
This Change (addition/deletion):	\$ 175,040.00
Revised Contract Price:	\$ 416,586.00

Additional funds are to be provided in the following manner: 4039999-CPI06002

This Change is Acceptable:

By: A. C. G. - II, AIA, SENIOR V.P. Architects Design Group, Inc.
Title: _____

Recommended for Approval: _____ Director of Parks and Recreation

Recommended for Approval: _____ Police Chief

Recommended for Approval: _____ Senior Assistant City Manager

Approval of Change: _____ City Manager

Date of Approval: _____

APPROVED AS TO FORM

ggd
Legal Department City of Columbia, SC



February 24, 2017

Ms. Shannon S. Lizewski, CPPO
 Procurement Manager
 Procurement and Contracts Department
 1136 Washington Street | P.O. Box 147
 Columbia, SC 29217

RE: Busby Street Resource and Training Complex
City of Columbia, South Carolina - Amendment No. 1 Fee Adjustment
 ADG Project No. 912-13

Dear Ms. Lizewski,

Thank you for meeting with Stockton Reeves and myself this week to discuss the remaining services required for a Community Center and associated Police Substation to be located at Busby Street and Farrow Road (SC Hwy 555). ADG (Prime Architect) and McCreary/Snow Architects, PA (local Associate Architect) are providing the City of Columbia with a proposal for complete design, engineering, bidding, permitting and construction administration services for this portion of the larger Busby Street Resource and Training Complex.

This proposal utilizes the existing contract between the City of Columbia and ADG for the larger project (Funding #4039999-CP 106002).

Design Team (see attached sheet for team fee distribution)

Prime Architect: Architect's Design Group
 Local Architect: McCreary/Snow Architects, P.A.
 Civil Engineer: Dennis Corporation
 Landscape Architect: Grimball-Cotterill & Associates
 Structural Engineer: Chao & Associates
 MP/FP Engineer: Mechanical Engineering Consulting Associates (MECA), Inc.
 Electrical Engineer: GWA Electrical Engineers
 Technology Designer: TLC Engineering for Architecture

Updated scope of services (as indicated in revised Attachments A and D to the contract):

- Phase III-A: Design Phases
 - Schematic Design
 - Design Development
 - Construction Documents
 - Bidding/Permitting
 - Construction Administration
- Phase III-B: Community Support Program

Ms. Shannon S. Lizewski, CPPO
Procurement Manager
Busby Street Resource and Training Complex
City of Columbia, South Carolina
Amendment No. 1 Fee Adjustment
 ADG Project No. 912-13
 February 24, 2017
 Page 2

- Supplemental Services
 - o Spatial Needs Assessment Revision (ADG)
 - o Interior Design Services (ADG)
 - o NEFA Report Update (Dennis Corp.)
 - o Civil Engineering (Dennis Corp.)
 - o Landscape Architecture / Irrigation Design (Grimball-Cotterill)
 - o Technology Design (as needed basis)(TLC)
 - o Cost Estimating (ADG/Montgomery Consulting)
 - o Meetings / Presentations
 - o Reimbursable Expenses (Design Phases - SD, DD, CD)
 - o Reimbursable Expenses (Bidding, Permitting and CA)

Total Fee Adjustment Addition - Amendment No. 1\$ 175,040.00

Project Schedule

See Client's Proposed Time Schedule. ADG will provide design services within the indicated 12 week period. Bidding, Permitting, and Construction Phase timelines will be controlled by others. Projected Occupancy date is April 1, 2018.

I am attaching revised Attachments A and D, and our current contract with the City of Columbia, dated June 9, 2014, which includes original Attachments A through D. ADG understands the urgency of completing this project in a timely manner. We are excited to move forward with the City on community based project.

Please contact me should you have any questions.

Sincerely,



Susan C. Gantt, AIA, LEED AP
Senior Vice President

CC: IR, SR, File – ADG

Attachments: Revised Sub-Consultant Firm Information Records; Original Contract, dated June 9, 2014; Revised Attachments A and D, dated February 22, 2017; Client's revisions to schedule and program basis for project.

Attachment “A”**Scope of Services:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

*Revised: February 22, 2017***General Description:**

The project, and related Scope of Services, is generally described as a Facility Needs Assessment, Master Planning, and Standard and Architectural/Engineering Services for the City of Columbia (#ENGRFP0002-13-14). Facilities to be considered include:

- **Columbia Police Department Facility (Space Needs only)**
- **Police Department Facilities for Busby Street Site (Space Needs Master Planning and Schematic Design)**
- **Community Facility / Community Resources (Space Needs Master Planning and Schematic Design)**
- **Recreation Facilities (Space Needs Master Planning and Schematic Design)**

The Phases of Services are herein identified as follows:

1. Phase I: Spatial Needs Assessment:

- 1.1. The Architect shall participate in an initial meeting with the City of Columbia personnel to review the proposed projects and to establish project schedules for specific tasks, as identified above.
- 1.2. The Architect shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities and potential of joint use facilities.
- 1.3. Provide documentation as to current and future needs of noted facilities, future need being defined as those anticipated for the years 2022 and 2030, and the current need being defined as the year 2014.

The process for obtaining this information shall consist of a two-part endeavor; a detailed questionnaire and on-site interviews with the staff of the various departments/entities, as noted above.

The questionnaire shall relate to such information as:

- 1.3.1. Historical, Current and Projections for Future Staffing Levels
- 1.3.2. A Detailed Mission Statement
- 1.3.3. An Organizational Chart
- 1.3.4. An Assessment of Requested Spaces
- 1.3.5. A Definition of Functional Inter-Relationships
- 1.3.6. Documentation of Specialized Equipment

Attachment "A"

Scope of Services:

Busby Street Resource and Training Complex

City of Columbia, South Carolina

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

Page 2

1.3.7. Documentation as to Relationships to other Departments

1.3.8. Historical, Current and Future Projections for Population within the City Limits of Columbia.

1.4. The Architects, as a part of this phase, shall consider and provide documentation, to the extent possible, of current and future staffing level projections and their related spatial need impact upon future space needs of facilities.

1.5. The Architect, during the Spatial Needs Assessment of the Police Department, shall identify those elements which are likely "candidates" for inclusion into the Busby Complex, and note the rationale for such.

1.6. The results and recommendations of Phase I shall be presented to the City's project staff and subsequently, if so desired, to the City Commission, at a public meeting(s) and/or workshop meeting.

2. **Phase II: Master Planning (Busby Street: Police, Community Facility and Recreational Facilities:**

2.1. The City shall provide the Consultant any existing documentation relative to the proposed site that has been previously identified and investigated, including, but not limited to: soil characteristics, site survey, existing utility distribution, etc. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Architect shall provide Master Planning services for the development of the proposed property at Busby Street.

2.2. The Architect shall then conduct an evaluation of this property, utilizing nationally recognized criteria. The Architect shall prepare, and distribute to the appropriate City personnel, a detailed form for evaluation by the City as well as the Architects/Consultants.

2.3. Items to be considered will include:

2.3.1. Ability of the site to accommodate appropriate Public and Law Enforcement parking.

2.3.2. Evaluation of property relative to a 100-year storm.

2.3.3. Identification of potential hazards, such as the adjacent interstate highway.

Attachment "A"

Scope of Services:

Busby Street Resource and Training Complex

City of Columbia, South Carolina

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

Page 3

- 2.3.4. Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site, such as portions of Busby Street.
- 2.3.5. Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
- 2.3.6. The ability of the site to accommodate the space needs of the Community Facilities and the Police Department, both in terms of current needs (year 2014) and future needs (years 2022 and 2030).
- 2.3.7. Based upon the recommendations related to facility size, the architect shall identify the land area needed for the building(s), associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements and building setback requirements as well as future expansion areas. All identified development options will be verified to be able to be supported by the identified site with site diagrams included within the report.
- 2.3.8. Potential improvements and/or realignment of Busby Street.
- 2.4. Obtain, to the extent possible, historical and current aerial photographs of the properties, the purpose being to illustrate previous site utilization.
- 2.5. The Consultant shall evaluate any existing improvements on the site to determine if any features exist that could impact upon utilization of the properties.
- 2.6. The Consultant shall prepare Development Alternatives that identify the potential size and cost of proposed facilities. The Development Alternatives consider conclusions of the Space Needs Assessment for current and future square footage; and conclusions of the Site Assessment Tasks as described above.
- 2.7. Based upon the information assembled and documented, the Architect shall prepare a written report noting the information herein contained, and make a specific recommendation as to the property. Eight (8) copies of this report shall be provided to the City.
- 2.8. Based upon the information obtained during development of the Spatial Needs Assessment and conclusions of the Site Assessment tasks, the Architect shall participate in a meeting(s) with representatives of the City of Columbia, to initiate the Master Planning effort (Phase II). The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.

Attachment "A"

Scope of Services:

Busby Street Resource and Training Complex

City of Columbia, South Carolina

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

Page 4

- 2.9. Based upon the adopted Development Alternative, the Architect shall prepare a Master Plan Document of the selected site, illustrating:
 - 2.9.1. Proposed land utilization of the selected site.
 - 2.9.2. Location and general configuration of "current need" facilities.
 - 2.9.3. Areas of potential expansion for future need.
 - 2.9.4. Location of vehicles access and egress, both staff and public.
 - 2.9.5. Pedestrian areas and site circulation.
 - 2.9.6. Vehicle parking areas (Staff, Public).
 - 2.9.7. Area(s) designated for stormwater retention.
 - 2.9.8. Required "standoff" distances for Law Enforcement purposes.
 - 2.9.9. Site recreational facilities.
 - 2.9.10. Potential connection and interface with the James Clyburn Pedestrian Overpass.
 - 2.9.11. Engage in conversation with Interstate personnel, relative to securing the roadway, in proximity to Busby Street, from inappropriate pedestrian access.
- 2.10. The Architect shall then prepare a final Master Planning Drawing illustrative of the proposed recommended concept and present same to the staff of the City of Columbia.
3. **Phase III-A: Design Phases:** See Article 3.2-3.6 of the Agreement for a detailed description of the Design (Schematic Design, Design Development, Construction Documents) Bidding/Permitting, and Construction Administration Phase Services
4. **Phase III-B: Community Support Program:**
 - 4.1. The architects shall engage the services of a community liaison individual who shall participate, with the architects, in the establishment of a "community out-reach program". The intent shall be to:
 - 4.1.1. Involve community leaders, from the adjacent neighborhoods, in the awareness of the project(s) and to solicit their involvement in the master planning process.
 - 4.1.2. To involve the existing, adjacent church in the same endeavor to ensure that services and amenities are not duplicated and, to the appropriate extent, in the process of site master planning so that it recognizes site access and amenities of the church facilities.
 - 4.1.3. For educational purposes, the architect may elect to create a scale model of the proposed building or buildings for use in public meetings to provide attendees an idea of where structures may be constructed in the Busby Street property.
 - 4.1.4. To conduct a series of community workshops to inform the community of the scope of the project and to obtain their input into site utilization and the master planning process.

Attachment “A”

Scope of Services:

Busby Street Resource and Training Complex

City of Columbia, South Carolina

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

Page 5

4.1.5. To work with the city to create media opportunities to educate the public about the project, the project goals and the benefits of the project to the adjacent communities and the city as a whole.

4.1.6. Based upon information gathered, the architect shall present the findings of the community, to the extent appropriate, to the city staff and/or the elected officials.

5. Supplemental Services:

5.1. Spatial Needs Assessment Revision

Based upon the City’s revised program requirements, ADG shall provide an updated spatial needs assessment for a Community Center with an associated Police Substation component.

5.2. Interior Design Services

These services include: finish selections, furniture plans and procurement coordination; and will be based upon the City’s standards.

5.3. NEFA Report Update

The existing report will be updated to reflect current conditions.

5.4. Civil Engineering

The design will include grading, paving, utility design and connectivity to existing services.

5.5. Landscape Architecture / Irrigation Design

Landscape design shall be based upon City zoning requirements and appropriate landscaping elements for exterior program elements.

5.6. Technology Design

Security, access control, CCTV and audio/video systems based upon City requirements shall be designed and scheduled. Fees for these services are indicated in Attachment D as a “not to exceed” amount.

5.7. Cost Estimating

Cost estimating shall be done at the conclusion of Schematic Design and 90% Construction Document phases.

5.8. Three (3) Meetings / Presentations

Meeting include presentations to staff, elected officials, and community groups as directed by City staff.

Attachment “A”**Scope of Services:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

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6. Additional Related Services:

- 6.1. The Architect shall provide services for the standard phases, as defined in the Owner / Architect Agreement, for the proposed facility.
- 6.2. The Architect and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of “survivability” and may be required by the City.
- 6.3. The City reserves the right to extend this Agreement to include other Additional Services and/or phases related to this project, including but not limited to preparation of additional facilities on this site (Busby Street) or at other sites.

Attachment “D”**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

Fee Allocation:

The following is the professional fee allocation for the various services defined in Attachments “A” through “B”.

1. **Phase IA: Spatial Needs Assessment (Programming): Police Department**

(See Attachment “A”, Item No. 1 for services to be provided)

1.1.	Principal:		
	48 hours @ \$205/hr.....	\$	9,840.00
1.2.	Associate:		
	86 hours @ \$182/hr.....	\$	15,652.00
1.3.	Graphic Designer:		
	60 hours @ \$72/hr.....	\$	4,320.00
1.4.	Interior Design Principal:		
	24 hours @ \$77/hr.....	\$	1,848.00
1.5.	Staff (Word Processor I):		
	40 hours @ \$50/hr.....	\$	2,000.00
1.6.	Computer Draftsperson I:		
	20 hours @ \$65/hr.....	\$	1,300.00
1.7.	Reimbursable Expense	\$	3,650.00
1.8.	Subtotal	\$	38,610.00

2. **Phase IB: Spatial Needs Assessment (Programming): Police Facilities (Busby Street)**

(See Attachment “A”, Item No. 1 for services to be provided)

2.1.	Principal:		
	8 hours @ \$205/hr.....	\$	1,640.00
2.2.	Associate:		
	22 hours @ \$182/hr.....	\$	4,004.00
2.3.	Graphic Designer:		
	6 hours @ \$72/hr.....	\$	432.00
2.4.	Interior Design Principal:		
	6 hours @ \$77/hr.....	\$	462.00
2.5.	Staff (Word Processor I):		
	32 hours @ \$50/hr.....	\$	1,600.00
2.6.	Computer Draftsperson I:		
	12 hours @ \$65/hr.....	\$	780.00
2.7.	Reimbursable Expenses	\$	2,800.00
2.8.	Subtotal	\$	11,718.00

Attachment “D”**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

Page 2

3. Phase IC: Spatial Needs Assessment (Programming): Community Facilities

(See Attachment “A”, Item No. 1 for services to be provided)

3.1.	Principal:		
	12 hours @ \$205/hr.....	\$	2,460.00
3.2.	Associate:		
	16 hours @ \$182/hr.....	\$	2,912.00
3.3.	Graphic Designer:		
	8 hours @ \$72/hr.....	\$	576.00
3.4.	Interior Design Principal:		
	6 hours @ \$77/hr.....	\$	462.00
3.5.	Staff (Word Processor I):		
	20 hours @ \$50/hr.....	\$	1,000.00
3.6.	Computer Draftsperson I:		
	6 hours @ \$65/hr.....	\$	390.00
3.7.	Reimbursable Expenses	\$	1,800.00
3.8.	Subtotal	\$	9,600.00

4. Phase ID: Spatial Needs Assessment (Programming): Recreational Facilities

(See Attachment “A”, Item No. 1 for services to be provided)

4.1.	Principal:		
	6 hours @ \$205/hr.....	\$	1,230.00
4.2.	Associate:		
	6 hours @ \$182/hr.....	\$	1,092.00
4.3.	Graphic Designer:		
	4 hours @ \$72/hr.....	\$	288.00
4.4.	Interior Design Principal:		
	2 hours @ \$77/hr.....	\$	154.00
4.5.	Staff (Word Processor I):		
	8 hours @ \$50/hr.....	\$	400.00
4.6.	Computer Draftsperson I:		
	10 hours @ \$65/hr.....	\$	650.00
4.7.	Reimbursable Expenses	\$	1,200.00
4.8.	Subtotal	\$	5,014.00

Attachment “D”**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

April 17, 2014

Revised: February 22, 2017

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5. Phase II: Master Planning:

(See Attachment “A”, Item No. 2 for services to be provided)

5.1.	Principals Time:		
	26 hours @ \$205/hr.....	\$	5,330.00
5.2.	Associates Time:		
	92 hours @ \$182/hr.....	\$	16,744.00
5.3.	Graphic Designer:		
	60 hours @ \$72/hr.....	\$	4,320.00
5.4.	Civil Engineer		
	Lump Sum.....	\$	4,650.00
5.5.	Staff (Word Processor I):		
	40 hours @ \$50/hr.....	\$	2,000.00
5.6.	Landscape Architect:		
	Lump sum	\$	3,800.00
5.7.	Reimbursable Expenses	\$	4,200.00
5.8.	Subtotal	\$	41,044.00

6. Phase III-A: Design Phase:

The Design Fee shall be determined by the Master Plan / Development Option selected by the City; as outlined in the Spatial Needs Assessment.

The following calculation is for illustrative purposes and shall be revised as indicated above:

6.1.	Proposed Construction Cost for Building	\$2,100,000.00	
6.2.	Percentage of Construction Cost for Calculation of Fee.....	9.5%	
6.3.	Calculation of Professional Design Fee (Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection) Schematic Design through Construction Administration \$2,100,000 x 9.5%	\$	199,500.00
6.4.	Portion of Professional Design Fee allocated to Schematic Design Phase (15% allocation of overall Professional Design Fee) \$.00 x 15%	\$	29,925.00
6.5.	Portion of Professional Design Fee allocated to Design Development Phase (30% allocation of overall Professional Design Fee) \$199,500.00 x 30%	\$	59,850.00
6.6.	Portion of Professional Design Fee allocated to Construction Documents Phase (30% allocation of overall Professional Design Fee) \$199,500.00 x 30%	\$	59,850.00

Attachment “D”**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

ADG Project No. 912-13

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6.7.	Portion of Professional Design Fee allocated to Bidding / Permitting Assistance Phase (5% allocation of overall Professional Design Fee)		
	\$199,500.00 x 5%	\$	9,975.00
6.8.	Portion of Professional Design Fee allocated to Construction Administration Phase (20% allocation of overall Professional Design Fee)		
	\$199,500.00 x 20%	\$	<u>39,900.00</u>

Professional Fee for Phase III-A..... \$ 199,500.00

7. Supplemental Services:

The following is a summary of these services and their related professional fee allocation.

	TASK		TOTAL FEE
7.1.	Spatial Needs Assessment Revision.....	\$	1,000.00
7.2.	Interior Design Services <i>Based upon City's selections through State contract.....</i>	\$	18,000.00
7.3.	NEFA Report Update <i>Based upon current report</i>	\$	4,500.00
7.4.	Civil Engineering <i>For all Design Phases, Bidding, Permitting and CA.....</i>	\$	10,500.00
7.5.	Landscape Architecture / Irrigation Design <i>For all Design Phases, Bidding, Permitting and CA.....</i>	\$	8,000.00
7.6.	Technology Design <i>Security (access control and CCTV), A/V design for all Design Phases, Bidding, Permitting and CA (not to exceed).....</i>	\$	13,000.00
7.7.	Cost Estimating <i>To be completed at 100% Schematic Design and 90% CDs.....</i>	\$	7,500.00
7.8.	Three (3) Meetings / Presentations <i>@ \$900 per meeting / presentation</i>	\$	<u>2,700.00</u>
7.9.	Total.....	\$	65,200.00

8. Additional Related Services:

The following is a summary of these services and their related professional fee allocation. The City may, at their convenience, authorize the Architect to proceed with any of the services – not included in the Lump Sum Fee.

Attachment “D”**Professional Fee Allocation:****Busby Street Resource and Training Complex****City of Columbia, South Carolina**

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TASK	TOTAL FEE
8.1. Energy Analysis and Strategy	\$ 6,700.00
8.2. Identification of Funding Opportunities.....	\$ 4,800.00
8.3. Preparation of Development Options.....	\$ 5,660.00
8.4. Energy Options for Facilities	\$ 16,000.00
8.5. Governmental / Grant Reporting.....	\$ 18,640.00

9. Summary:

The following is a summary of services to be provided as well as related expenses:

9.1. Phase I: Space Needs Assessment	
9.1.1. Phase IA: Space Needs Assessment	
Police Department.....	\$ 38,610.00
9.1.2. Phase IB: Space Needs Assessment	
Police Facilities at Busby Street.....	\$ 11,718.00
9.1.3. Phase IC: Space Needs Assessment	
Community Facilities	\$ 9,600.00
9.1.4. Phase ID: Space Needs Assessment	
Recreational Facilities	\$ 5,014.00
9.1.5. Phase I: Space Needs Assessment Subtotal	\$ 64,942.00
9.2. Phase II: Master Planning	\$ 41,044.00
9.3. Subtotal Phase I and Phase II.....	\$ 105,986.00
9.4. Phase III-A: Design Phase	\$ 199,500.00
9.5. Phase III-B: Community Support Program	
(See Attachment “A”, Item 4).....	\$ 24,400.00
9.6. Supplemental Services	\$ 65,200.00
9.7. Reimbursable Expenses (Design Phases - SD, DD, CD).....	\$ 9,500.00
9.8. Reimbursable Expenses (Bidding, Permitting and CA).....	\$ 12,000.00
9.9. Subtotal Phase III-A, III-B and Supplemental Services	\$ 310,600.00
9.10. Total.....	\$ 416,586.00

SUBCONSULTANT FIRM INFORMATION RECORDS

The Architect shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Architect. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
McCreary / Snow Architects; 3111 Devine Street, Columbia, SC 29205	Deborah Snow, AIA, LEED AP / (803) 771-6267	FBE	Architect (Local)	\$44,821
MECA Engineering; PO Box 50644, Columbia, SC 29250	Donny R. Pittman, PE / (803) 765-9421	Non M/F/SBE	Mechanical, Plumbing, Fire Protection Engineering	\$29,800
GWA, Inc.; 168 Laurelhurst Avenue, Columbia, SC 29210	S. Dickson O'Brien, PE / (803) 252-6919	Non M/F/SBE	Electrical Engineering	\$19,550
Chao and Associates; 7 Clusters Court, Columbia, SC 29210	Ta-Wei (David) Chao, PE / (803) 772-8420	MBE	Structural Engineering	\$18,573
Dennis Corporation; 1800 Huger Street, Columbia, SC 29201	Dan Dennis, PE / (803) 252-0991	LBE	Surveying and Civil Engineering; Update of NEPA	\$10,500; \$4,500
Gimball-Cotterill & Associates; 600 Beltline Blvd, Columbia, SC 29205	Morgan D. Grimball, ASLA / (803) 738-9525		Landscape Architecture	\$8000
TLC Engineering for Architecture; 255 S. Orange Avenue, Suite 1600, Orlando, FL 32801	Tom Munson / (407) 487-1401	Non M/F/SBE	Technology Engineering	\$13,000 Not To Exceed
P.J. Noble and Associates; 2711 Middleburg Drive, Suite 106, Columbia, SC 29204	Patrick (Pat) Noble / (803) 256-5025	FBE, MBE	Community Liaison	\$12,200 if required for new program

February 24, 2017

PLAT PREPARED FOR CITY OF COLUMBIA

LOCATED IN RICHLAND COUNTY COLUMBIA, SC



REFERENCE PLATS:

1. PROPERTY OF JOSEPH SATMAN BY TOWNSEND ENGR. CO DATED FEB. 1, 1945. RECORDED IN THE RICHLAND CO REC. OFFICE IN PLAT BOOK "B" PAGE 111.
2. PLAT FOR H.D. WHITE & H.W. MITCHELL BY ISAAC H. COE DATED JUNE 13, 1943. RECORDED IN THE RICHLAND CO REC. OFFICE IN PLAT BOOK "21" PAGE 338.
3. PLAT FOR DERRY TERRACE, INC. BY JAS. C. CONVENTION DATED APRIL 20, 1957. RECORDED IN THE RICHLAND CO REC. OFFICE IN PLAT BOOK "V" PAGE 400.
4. RICHLAND COUNTY TAX MAP 11907 AND 11911.
5. DIVISION OF LOT 12 BY CLAUDE MCNEILAN DATED 8/23/1997. RECORDED IN THE RICHLAND CO REC. OFFICE IN PLAT BOOK "H" PAGE 9475.

STREET ADDRESS

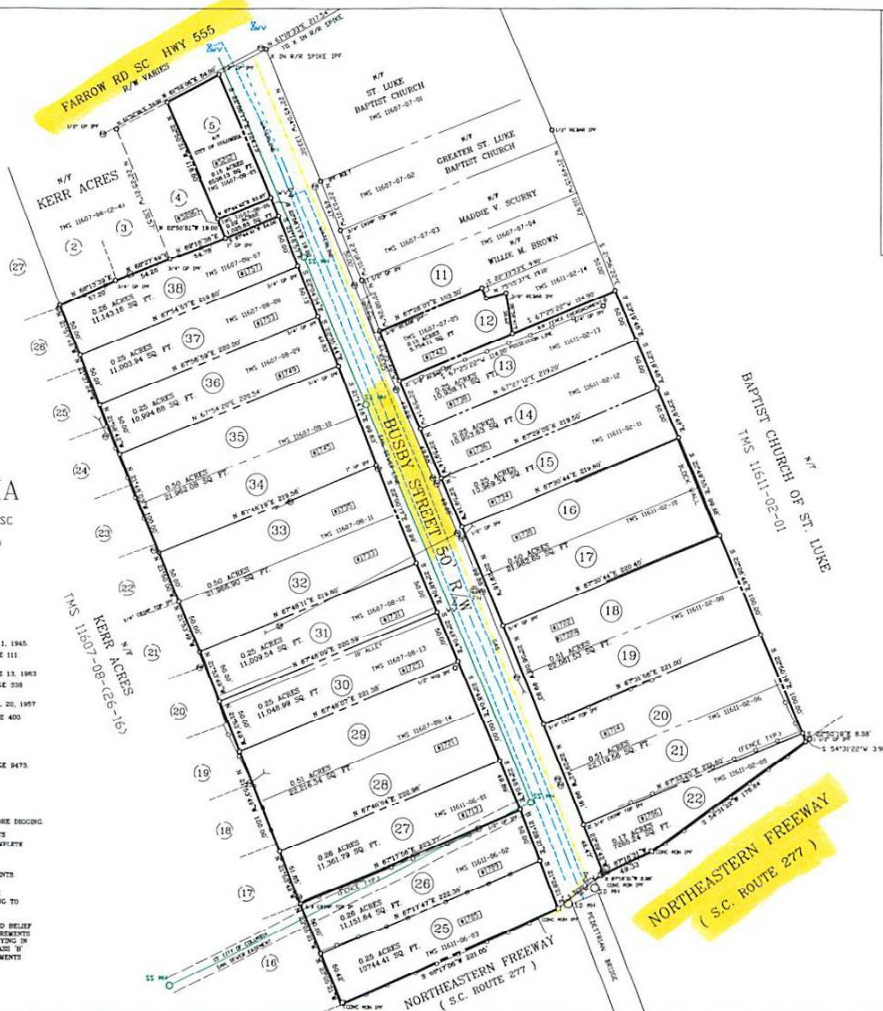
ALL UTILITIES ARE APPROXIMATE LOCATIONS AND MUST BE VERIFIED BEFORE DIGGING. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAY AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

ALL PROPERTY CORNERS UNLESS OTHERWISE STATED ARE CALCULATED POINTS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY HEREIN SUBMITTED WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHAPIRO, LICENSE NO. 13059
DATE: JULY 22, 2008

REVISED OCTOBER 20, 2011 TO SHOW REMOVAL OF BUILDINGS.



VICINITY MAP
1" = 1000'

EXEMPTION FROM REVIEW PROCESS
This plat is a tributary of an existing lot of record with no changes to existing lot lines.

Registered Surveyor
David S. Shapiro, P.E.
SC PLS# 13059



CITY OF COLUMBIA

COLUMBIA, SOUTH CAROLINA
1225 LAUREL ST.
COLUMBIA, SC 29201
PH: (803) 545-3400
FAX: 955-8199

CF # 251-73



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-015 - Authorizing consumption of wine only at the Grape Escape Smooth Jazz Wine Fest on Saturday, October 7, 2017 and Sunday, October 8, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-015 Grape Escape Smooth Jazz Wine Fest (Oct 7 & 8) (PDF)

RESOLUTION NO.: R-2017-015

*Authorizing consumption of wine only at the Grape Escape Smooth Jazz Wine Fest
on Saturday, October 7, 2017 and Sunday, October 8, 2017*

WHEREAS, Vanguard Consortium Promotions ("Sponsor") is sponsoring the Grape Escape Smooth Jazz Wine Fest in the 1700 and 1800 blocks of Main Street between Blanding Street and Richland Street on Saturday, October 7, 2017 from 11:00 a.m. until 8:00 p.m. and on Sunday, October 8, 2017 from 12:00 p.m. until 7:00 p.m.; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1700 and 1800 blocks of Main Street between Blanding Street and Richland Street and the half-block area of the 1100 block of Laurel Street east of the entrance to the driveway behind City Hall to allow for ingress and egress into the parking lot, and the half block area of the 1200 block of Laurel Street west of the driveway entrances to the parking lots to allow for ingress and egress into the parking lots, on Saturday, October 7, 2017 and Sunday, October 8, 2017 from 6:00 a.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, October 7, 2017 from 11:00 a.m. until 8:00 p.m. and on Sunday, October 8, 2017 from 12:00 p.m. until 7:00 p.m.; for patrons to consume wine beverages only during the event hours on Saturday, October 7, 2017 from 11:00 a.m. until 7:30 p.m. and on Sunday, October 8, 2017 from 12:00 p.m. until 6:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of wine beverages only within the 1700 and 1800 blocks of Main Street between Blanding Street and Richland Street and the half-block area of the 1100 block of Laurel Street east of the entrance to the driveway behind City Hall to allow for ingress and egress into the parking lot, and the half block area of the 1200 block of Laurel Street west of the driveway entrances to the parking lots to allow for ingress and egress into the parking lots, is authorized between the hours of 11:00 a.m. until 7:30 p.m. on Saturday, October 7, 2017 and 12:00 p.m. until 6:30 p.m. on Sunday, October 8, 2017; and,

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1700 and 1800 blocks of Main Street between Blanding Street and Richland Street and the half-block area of the 1100 block of Laurel Street east of the entrance to the driveway behind City Hall to allow for ingress and egress into the parking lot, and the half block area of the 1200 block of Laurel Street west of the driveway entrances to the parking lots to allow for ingress and egress into the parking lots, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1,

15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1700 and 1800 blocks of Main Street between Blanding Street and Richland Street and the half-block area of the 1100 block of Laurel Street east of the entrance to the driveway behind City Hall to allow for ingress and egress into the parking lot, and the half block area of the 1200 block of Laurel Street west of the driveway entrances to the parking lots to allow for ingress and egress into the parking lots, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 7, 2017 and Sunday, October 8, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

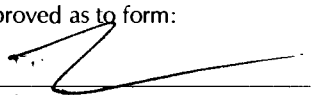
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 09/03/2016

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Bobby Johnson
vanguardconsortium@gmail.com
803-386-7168

13.a

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

Grape Escape Smooth Jazz Wine Fest

DATE(S) OF EVENTS: Saturday, October 7, 2017 and Sunday, October 8, 2017

RAIN CONTINGENCY DATE:

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

n/a

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1700 1800
1600 and 1700 Main Street (between Taylor Street and Laurel Street)
Blanding (between Sumner Street and Assembly Street)
Laurel

11/30/17 e-mail

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)1700 1800
1600 and 1700 Main Street (between Taylor Street and Laurel Street)
Blanding (between Sumner Street and Assembly Street)
LaurelHOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

Saturday, October 7, 2017 (6:00am)
Sunday, October 8, 2017 (6:00am - 10:00pm)

HOURS OF EVENT

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

Saturday, October 7, 2017 (11:00am - 8:00pm)
Sunday, October 8, 2017 (12:00 - 7:00pm)

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR)**

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

(7th) 11:00 noon - 7:30pm
(8th) 12:00 noon - 6:30pm

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

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

**With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.

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

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

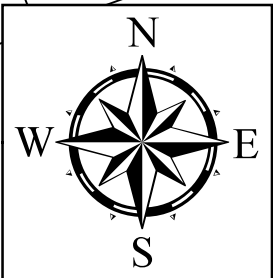
Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014

R-2017-015
1617100830



"Grape Escape" Smooth Jazz & Wine Festival

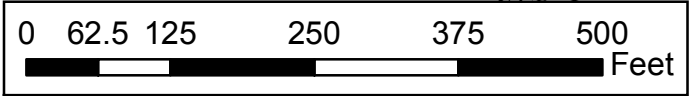


Both Sides of the Street

Legend

 Jazz & Wine Festival

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-022 - Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival in Earlewood Park on Saturday, April 22, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-022 Cornbread Festival (April 22) (PDF)

RESOLUTION NO.: R-2017-022

Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival in Earlewood Park on Saturday, April 22, 2017

WHEREAS, the North Columbia Business Association ("Sponsor") is sponsoring the South Carolina Cornbread Festival in Earlewood Park on Saturday, April 22, 2017; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 4:00 a.m. until 11:00 p.m. of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Saturday, April 22, 2017 from 11:00 a.m. until 7:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 6:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 11:00 p.m. and 6:30 p.m. on Saturday, April 22, 2017; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portions of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 22, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

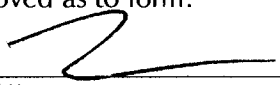
Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk



City Attorney

Introduced:

Final Reading:

DATE OF REQUEST 1/26/2017

REQUESTOR'S NAME/
CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Sabrina Odom
1013 Duke Avenue
Columbia, SC 29203

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

South Carolina Cornbread Festival

DATE(S) OF EVENTS: Saturday, April 22, 2017

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1200 and 1300
blocks of Main Street)Earlewood Park
1111 Parkside Drive
Columbia, SC 29203STREET(S) TO BE CLOSED
(i.e., 1200 and 1300 blocks of
Main Street and 1100 and 1200
blocks of Lady Street)Parkside Drive & N Main Street
Parkside Drive & Earlewood Drive
Earlewood Drive & Northwood StreetHOURS FOR STREET(S) TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP

4:00 am - 11:00 pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)

11:00 am - 7:00 pm

HOURS OF SERVICE OF BEER/WINE
(Service should end one-half hour prior to
end of event, i.e., event is 6-10 p.m., beer/
wine service is 6-9:30 p.m.)

11:00 am - 6:30 pm

Please submit requests by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net

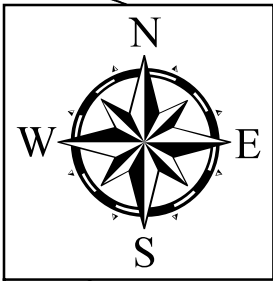
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net

Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net

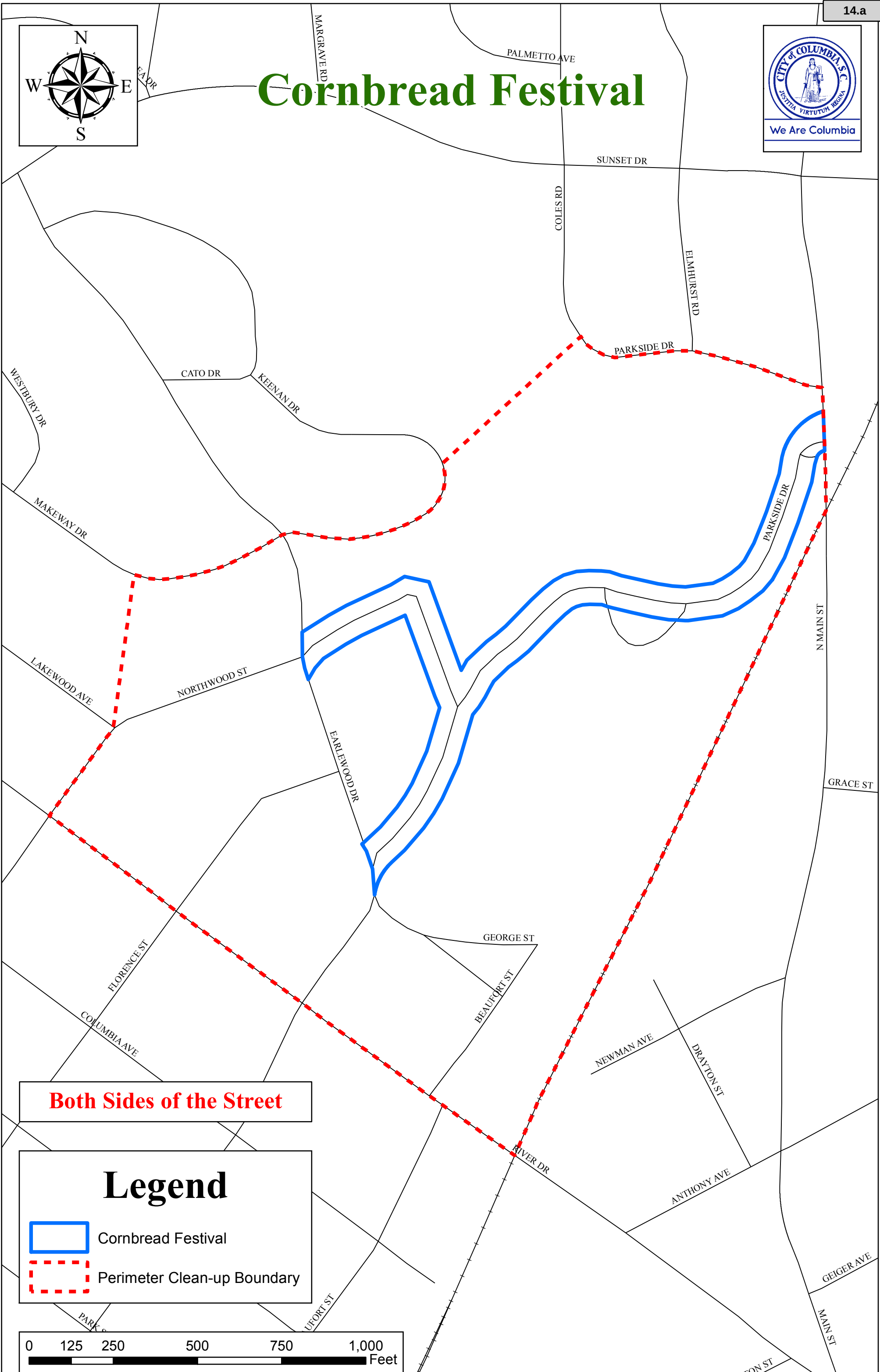
Police Department Public Safety - Verna York; 545-3391; vbbyork@columbiasc.net

Last Revised: 9/28/2010

2.2017.022
17011591



Cornbread Festival

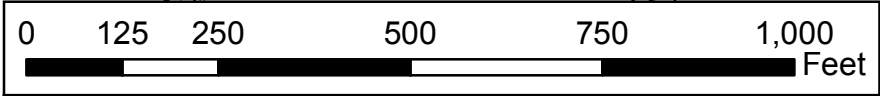


Both Sides of the Street

Legend

Cornbread Festival

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-024 - Authorizing consumption of beer and wine only at the Indie Grits Film Festival Opening Night Block Party on Thursday, April 20, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-024 Indie Grits Opening Night Block Party (Apr 20) (PDF)

RESOLUTION NO.: R-2017-024

*Authorizing consumption of beer and wine only at the
Indie Grits Film Festival Opening Night Block Party on Thursday, April 20, 2017*

WHEREAS, the Nickelodeon Theater ("Sponsor") is sponsoring the Indie Grits Film Festival Opening Night Block Party in the 1600 block of Main Street between Taylor Street and Blanding Street on Thursday, April 20, 2017 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Main Street between Taylor Street and Blanding Street from 5:00 p.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held on Thursday, April 20, 2017 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursday, April 20, 2017 from 6:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only within the 1600 block of Main Street between Taylor Street and Blanding Street is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Thursday, April 20, 2017; and,

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1600 block of Main Street between Taylor Street and Blanding Street, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the

City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 1600 block of Main Street between Taylor Street and Blanding Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursday, April 20, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

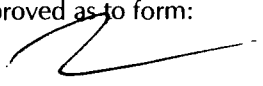
Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 1-20-17REQUESTOR'S NAME/
CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Nickelodeon Theatre
Phillip Blair
803-767-8008
phillblair@gmail.com

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

Indie Gnrs Film Festival opening night block party

DATE(S) OF EVENTS:

1/20/17LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1200 and 1300
blocks of Main Street)1600 Block of Main StreetSTREET(S) TO BE CLOSED
(i.e., 1200 and 1300 blocks of
Main Street and 1100 and 1200
blocks of Lady Street)1600 Block of Main StreetHOURS FOR STREET(S) TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP4:30pm-10:30pmHOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)5:00pm-10pmHOURS OF SERVICE OF BEER/WINE
(Service should end one-half hour prior to
end of event, i.e., event is 6-10 p.m., beer/
wine service is 6-9:30 p.m.)5:00pm-9:30pm

Please submit requests by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

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

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net

Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net

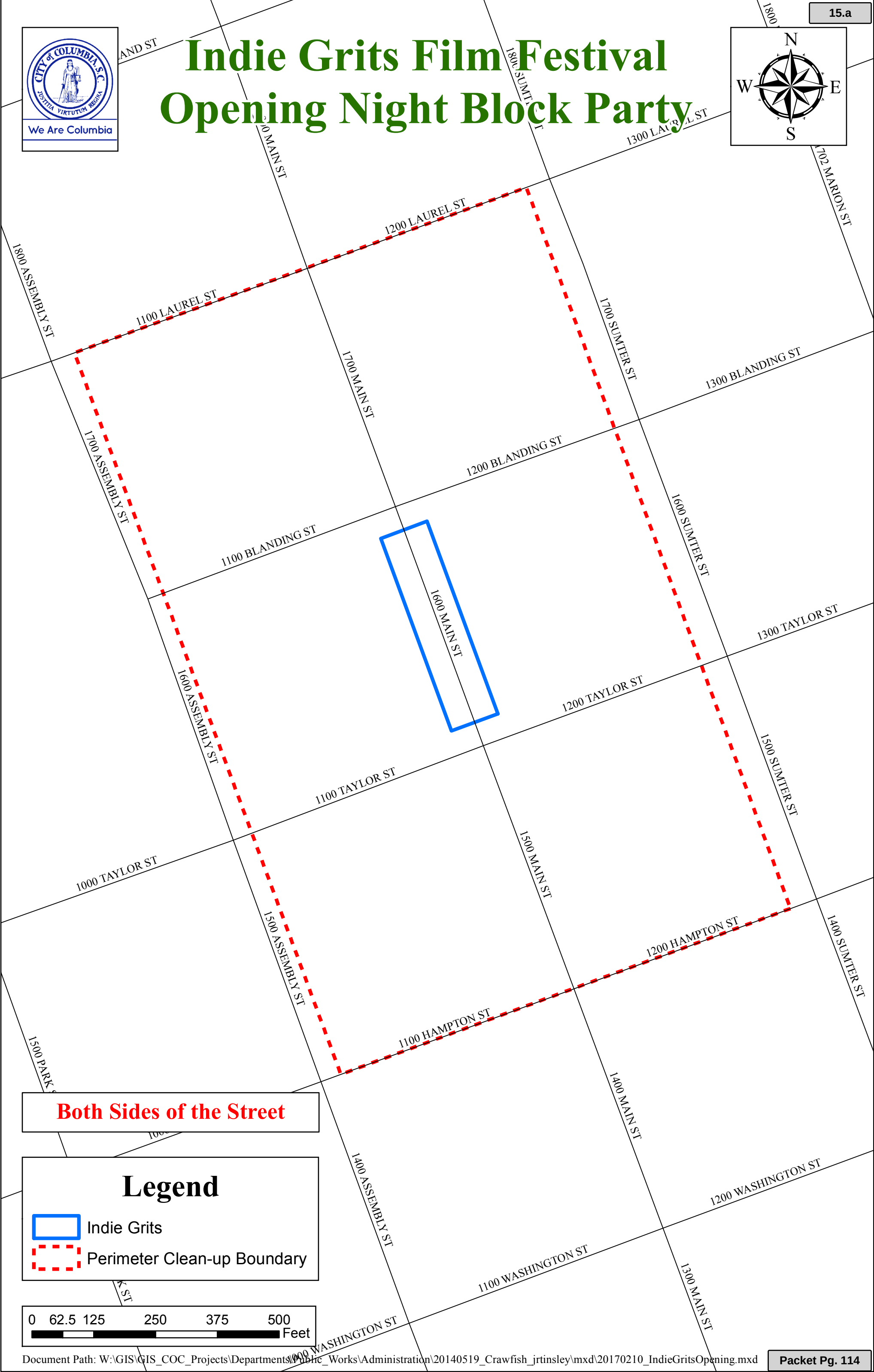
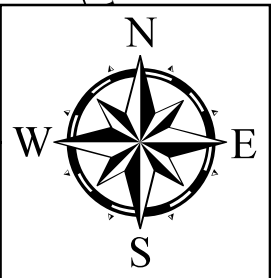
Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net

Police Department Public Safety - Verna York; 545-3391; vbyork@columbiasc.net

12-2017-024
17011635



Indie Grits Film Festival Opening Night Block Party

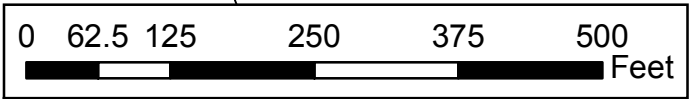


Both Sides of the Street

Legend

Indie Grits

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-026 - Authorizing consumption of beer and wine only at the Indie Grits Film Festival Food Event on Saturday, April 22, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-026 Indie Grits Food Event (Apr 22)(PDF)

RESOLUTION NO.: R-2017-026

*Authorizing consumption of beer and wine only at the
Indie Grits Film Festival Food Event on Saturday, April 22, 2017*

WHEREAS, the Nickelodeon Theater ("Sponsor") is sponsoring the Indie Grits Film Festival Food Event in the 1000 block of Hampton Street between Assembly Street and Park Street adjacent to the Richland County Library parking lot on Saturday, April 22, 2017 from 12:00 p.m. until 6:00 p.m.; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Hampton Street between Assembly Street and Park Street from 10:00 a.m. until 7:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, April 22, 2017 from 12:00 p.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Saturday, April 22, 2017 from 12:00 p.m. until 5:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only within the 1000 block of Hampton Street between Assembly Street and Park Street is authorized between the hours of 12:00 p.m. and 5:30 p.m. on Saturday, April 22, 2017; and,

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1000 block of Hampton Street between Assembly Street and Park Street, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous

Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 1000 block of Hampton Street between Assembly Street and Park Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 22, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 1/30/17

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

Nickelodeon Theatre
Phillip Blair
phillblair@gmail.com
803-767-8008

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

Indie Grits Film Festival Food Event

DATE(S) OF EVENTS: Saturday April 22nd 2017

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1200 and 1300
blocks of Main Street)

1000 block of Hampton Street, adjoining parking lot of Richland County Library.

STREET(S) TO BE CLOSED
(i.e., 1200 and 1300 blocks of
Main Street and 1100 and 1200
blocks of Lady Street)

1000 block of Hampton Street

HOURS FOR STREET(S) TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP

10am-7pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)

Noon-6pm

HOURS OF SERVICE OF BEER/WINE
(Service should end one-half hour prior to
end of event, i.e., event is 6-10 p.m., beer/
wine service is 6-9:30 p.m.)

Noon-5:30pm

Please submit requests by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

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

This form **should not** be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net

Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net

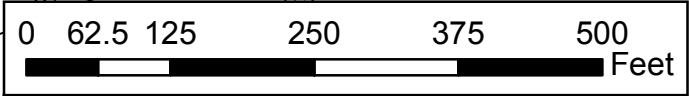
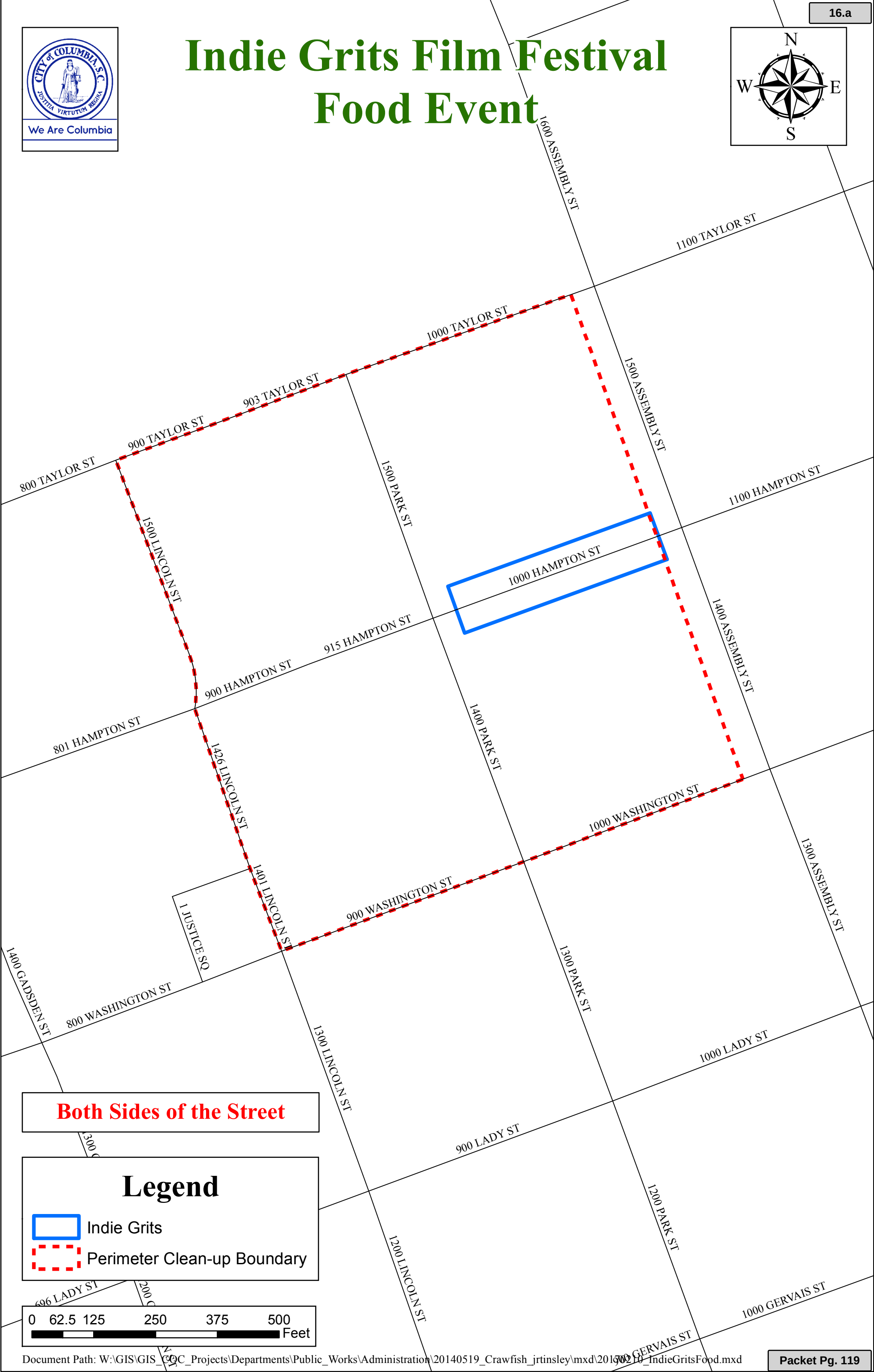
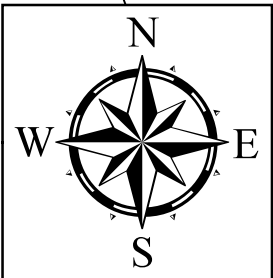
Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net

Police Department Public Safety - Verna York; 545-3391; vyork@columbiasc.net

R-2017-026
17021637



Indie Grits Film Festival Food Event





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-027 - Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival Kick-Off Party on Friday, April 14, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-027 Cornbread Festival Kick-Off Party (Apr 14) (PDF)

RESOLUTION NO.: R-2017-027

*Authorizing consumption of beer and wine only at the
South Carolina Cornbread Festival Kick-Off Party on Friday, April 14, 2017*

WHEREAS, the North Columbia Business Association ("Sponsor") is sponsoring the South Carolina Cornbread Festival Kick-Off Party in the 1200 block of Franklin Street between North Main Street and Sumter Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 5:00 p.m. until 9:00 p.m. of the 1200 block of Franklin Street between North Main Street and Sumter Street for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Friday, April 14, 2017 from 6:00 p.m. until 8:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. until 7:30 p.m.; with a rain date contingency of Friday, April 21, 2017; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. until 7:30 p.m. on Friday, April 14, 2017; with a rain contingency of April 21, 2017; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1200 block of Franklin Street between North Main Street and Sumter Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, April 14, 2017, that the closed portion the 1200 block of Franklin Street between North Main Street and Sumter Street, shall be closed on Friday, April 21, 2017. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

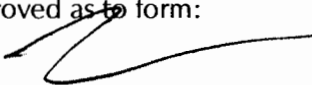
Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk



City Attorney

Introduced:

Final Reading:

DATE OF REQUEST

2/2/17

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Sabrina Odom
North Columbia Business Association
331-2931
Sabrina.odom1@gmail.com

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

South Carolina Cornbread Festival

DATE(S) OF EVENTS:

April 14th and April 21 (Rain Date)

LOCATION OF EVENT

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

1200 Blocks of Franklin Street.

STREET(S) TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street)Franklin Street OFF North Main Street
1200 Block of Franklin Street

HOURS FOR STREET(S) TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

5pm to 9pm

HOURS OF EVENT

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

6pm to 8 p.m.

HOURS OF SERVICE OF BEER/WINE

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine
service is 6-9:30 p.m.)*

6pm to 7:30pm

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.

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

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net should be contacted if food is to be cooked at the event.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation

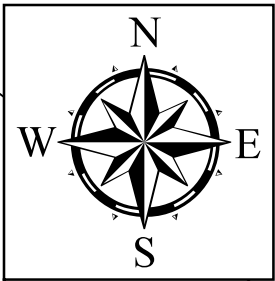
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net park reservations

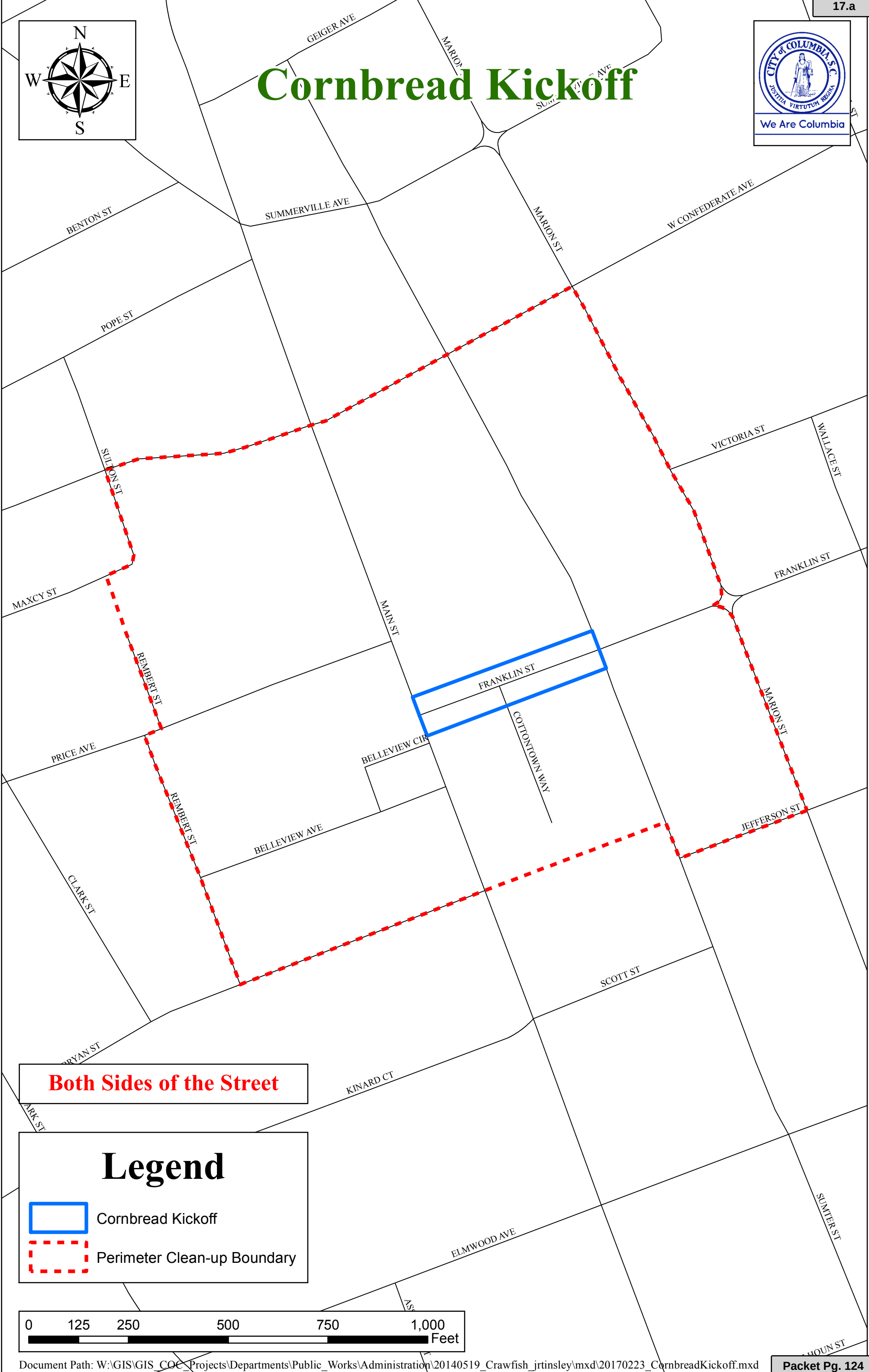
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last Revised: 2/14/2012

L-2017-027 170216



Cornbread Kickoff

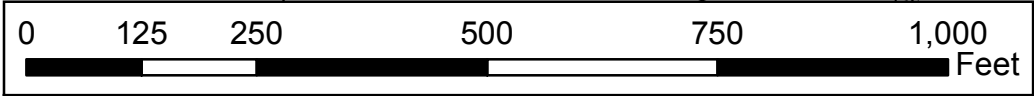


Both Sides of the Street

Legend

Cornbread Kickoff

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-029 - Authorizing consumption of beer and wine beverages only within Finlay Park for the Bark to the Park Walk and Festival on April 8, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-029 Bark to the Park (April 8) (PDF)

RESOLUTION NO.: R-2017-029

Authorizing consumption of beer and wine beverages only within Finlay Park for the Bark to the Park Walk and Festival on April 8, 2017

WHEREAS, Pawmetto Life Line ("Sponsor") is sponsoring the Bark to the Park Walk and Festival in Finlay Park from 9:00 a.m. until 1:00 p.m. on Saturday, April 8, 2017; and,

WHEREAS, the Sponsor has requested permission to allow the consumption of beer and wine beverages only by its patrons at the event during the hours of 9:30 a.m. and 12:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 9:30 a.m. and 12:30 p.m. on Saturday, April 8, 2017 within Finlay Park; and,

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

BE IT FURTHER RESOLVED that patrons are prohibited from bringing alcoholic beverages, beer, wine, glass bottles and breakable glasses and/or cups, grills and radios, boom boxes and other musical devices, backpacks and large bags; and,

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time Finlay Park shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, Finlay Park is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of beer and wine beverages only as set forth in Sec. 14-99 shall not apply.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 8, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

February 24, 2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)KAREN DEAS - PAWMETTO LIFELINE
kdeas@pawmettolifeline.org
Phone: (803) 465-9173 Fax: (803) 465-9199

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

BARK TO THE PARK WALK - fundraising event for Pawmetto Lifeline

DATE(S) OF EVENTS:

APRIL 8, 2017

RAIN CONTINGENCY DATE:

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

Will not reschedule due to inclement weather.

LOCATION OF EVENT

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

FINLAY PARK: Walk registration and start of Walk is on the Laurel Street side of the Park (upper part); walkers return to Park entering from the Taylor Street entrance. Post-Walk "Paw-ty" activities will utilize the permanent Stage and the majority of the grounds surrounding the grassy area in the lower portion of the Park.

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

The 800 and 900 blocks of Laurel Street would be used for Walk Registration. Set-up would begin at 6:45 am so those two blocks would need to be blocked off from vehicular traffic by that time. Walk Registration opens at 9:00 am. Streets utilized for the Walk Route would need to be closed off to traffic beginning just before walkers commence at 10:30 am. The desired Walk Route would begin at the corner of Laurel and Lincoln Streets and proceed north on Lincoln to Calhoun Street - turning left and proceeding west on Calhoun Street to Gadsden Street; turning left onto Gadsden Street proceeding south all the way to Lady Street. At Lady Street, turn left proceeding east to Lincoln Street and turning left onto Lincoln Street proceeding north to Taylor Street and crossing the street to the Park entrance.

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

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

For Registration area (800 - 900 block of Laurel Street) would need to be closed from traffic for set-up beginning at 7:00 am. Tear-down of Registration would commence immediately after the start of the walk (approx. 10:45 am) and should be cleared from Laurel Street by 11:15 am. Traffic could resume at that time. For the Walk Route: Walkers begin the 1.5 mile route at 10:30 am with an estimated total walk time of 45 minutes (refer to Walk Route identified in above response for street closings requested).

HOURS OF EVENT

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

Registration: 9:00 am; Walk Start: 10:30 am; Post-Walk After-"Paw-ty"(in the Park): 11:00 am - 1:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9:30 am - 12:30 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

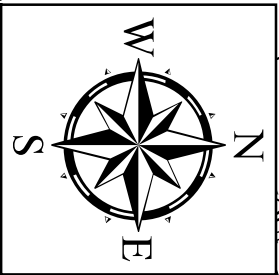
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

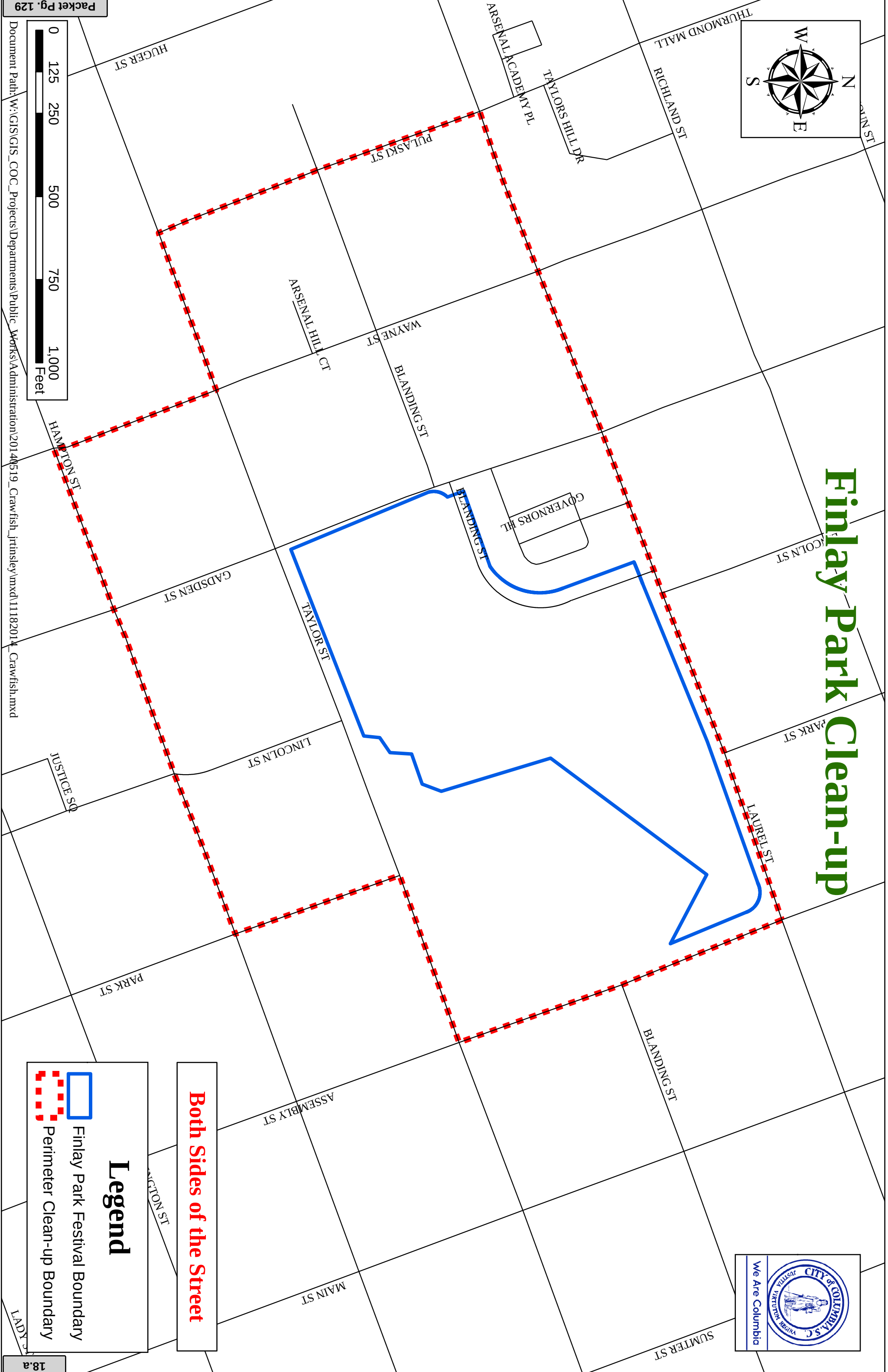
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



Finlay Park Clean-up



Legend

-  Finlay Park Festival Boundary
-  Perimeter Clean-up Boundary

Both Sides of the Street



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Purchasing Professionals Month Proclamation - The Honorable Stephen K. Benjamin

PRESENTER: Leshia Utsey

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

City of Columbia Procurement and Contracts Dept. promote fair and open competition in the procurement of goods and services to support all operations of the City of Columbia.

ATTACHMENTS:

- **#a:** Purchasing Professionals Month Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, the mission of the Procurement and Contracts department is to provide excellent customer service while promoting fair and open competition in the procurement of goods and services necessary to support all operations of the City of Columbia while maintaining the highest standards of integrity and ethical conduct; and

WHEREAS, the purchasing and materials management professions play a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, one of the primary goals of the City's Procurement and Contracts department is to streamline and simplify the procurement process while also providing open access to competitive bid opportunities. In their continued effort to foster competition, they strive to maximize the participation of vendors and contractors who are interested in providing goods and services to the City; and

WHEREAS, purchasing and materials management professionals, through their combined purchasing power, spend billions of dollars every year and have a significant influence upon economic conditions throughout the world; and

WHEREAS, purchasing and materials management professionals work diligently to establish and maintain ethical standards in buying and selling in order to make procurement methods more efficient and to promote professionalism in public purchasing; and

WHEREAS, the purchasing and materials management professions engage in, or have direct responsibility for, executing, implementing and administering contracts, developing forecasts and procurement strategies, supervising and monitoring the flow and storage of materials, and developing working relationships with suppliers; and

WHEREAS, governmental purchasing professionals contribute positively to our Commonwealth's public agencies and services by improving purchasing methods and practices and by using new technology to increase efficiency and improve processes.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2017, as

“Purchasing Professionals Month”

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr
At-Large, Council Member

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: **Columbia Firefighter Appreciation Month - Mr. Aubrey Jenkins, Columbia Fire Chief and Ms. Tara Heil, Executive Director of the Greater South Carolina Muscular Dystrophy Association**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Columbia Firefighter Appreciation Month March 2017 (PDF)
- **#b:** 2017 MDA Boot Drive-City Letter (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 over 50 years in the fight against neuromuscular diseases; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful for the Columbia's firefighters whose 2017 "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 2017, 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 March 2017 as

Columbia Firefighter Appreciation Month

in the City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



Columbia Fire Department

www.columbiasc.net/fire

To: Teresa Wilson, City Manager

From: Aubrey D. Jenkins, Fire Chief

Re: 2017 Muscular Dystrophy Association Boot Drive

The Columbia Fire Department is requesting approval for its firefighters to collect monetary donations for the annual Muscular Dystrophy Association's (MDA) Boot Drive. The requested dates and locations within the City of Columbia are March 15th – 17th at the intersections of:

Assembly & Gervais
Huger & Blossom
Devine & Harden
Bull & Elmwood
Main & Sunset
Bush River & Broad River
South Beltline & Rosewood
Leesburg & Garners Ferry

Some trucks may move around within a mile or so of these locations depending on the traffic.

Your Help in this matter will help the families in the Midlands area affected by this terrible disease.

Thank You,

Aubrey D. Jenkins, Fire Chief



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: American Red Cross Month Proclamation - The Honorable Stephen K. Benjamin

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** American Red Cross Month Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, In Columbia, South Carolina, we have a long history of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our heroes – those Red Cross volunteers and donors who give of their time and resources to help community member; and

WHEREAS, these heroes help families find shelter after a home fire. They give blood to help trauma victims and cancer patients. They deliver comfort items to military members in the hospital. They use their lifesaving skills to save someone from a heart attack, drowning or choking. They enable children around the globe to be vaccinated against measles and rubella; and

WHEREAS, the American Red Cross depends on local heroes to deliver help and hope during a disaster. We applaud our heroes here in Columbia, South Carolina who gave of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. In fact, every eight minutes the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected. It collects nearly 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2017, as

“American Red Cross Month”

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr
At-Large, Council Member

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Office of Business Opportunities

FROM: *Tina Herbert,*

SUBJECT: Women's History Month Proclamation - The Honorable Mayor Stephen K. Benjamin

PRESENTER: Tina Herbert

FINANCIAL IMPACT:

BUSINESS PROGRAM: Female Business Enterprise

CLEAN WATER 2020?: No

STRATEGIC GOALS: Business Growth & Investment

ATTACHMENTS:

- **#a:** Women's History Month Proclamation 03072017 (DOC)



*City of Columbia
A Proclamation*

Whereas American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

Whereas American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

Whereas American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation;

Whereas American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation;

Whereas American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

Whereas American women have served our country courageously in the military;

Whereas American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

Whereas despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

*NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2017 as **Women's History Month** in the City of Columbia which will be celebrated with appropriate programs, ceremonies, and activities 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*

*Daniel J. Rickenman
District IV, Council Member*

*Moe Baddourah
District II, Council Member*

*Howard E. Duvall, Jr.
At-Large, Council Member*

*Edward H. McDowell, Jr.
District III, Council Member*



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Office of Business Opportunities

FROM: Tina Herbert,

SUBJECT: Recognition of Bluebird Property Management, LLC as the
Business Spotlight Program Honoree - Mr. Angelo McBride,
Office of Business Opportunities Administrator

PRESENTER: Angelo McBride

FINANCIAL IMPACT:

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** BlueBird Property Mgmt Spotlight Proclamation Feb 2 2017 (DOC)
- **#b:** Bluebird Property Management LLC Mar 2017 (DOC)
- **#c:** Business Spotlight Bluebird 3_0_mp4 - Google Drive (MHT)



*City of Columbia
A Proclamation*

WHEREAS, Bluebird Property Management, LLC. was established on February 9, 2009, as a full service property management company operating in North Carolina and, South Carolina; and

WHEREAS, Bluebird Property Management, is one of the fastest growing minority property management company focusing on simple family homes, duplexes, apartments, condos, and office space; and

WHEREAS, Tammy Davis, founder and CEO, is a licensed realtor, property manager in- charge managing residential and commercial, new construction, and property maintenance; and

WHEREAS, Bluebird Property Management, further demonstrated community contributions through speaking engagements to public schools, small and minority business council, Small Business Week 2016, Windows of Opportunity, Property Management Appeals Board, and the Alston Wilkes Society; and

WHEREAS Bluebird Property Management, has been widely recognized and featured in the Black Resource Magazine, Columbia Chamber Partner of the Month, and maintains excellent rating on social media outlets, and.

WHEREAS, the City of Columbia and the Greater Columbia Chamber of Commerce recognizes Bluebird Property Management, LLC. a Business Spotlight Honoree for 2017 and congratulates them on 9 years of success.

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 third quarter Business Spotlight Honoree of 2017 as

Bluebird Property Management Quarter

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*

*Daniel Rickermann
District IV, Council Member*

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

*Howard Duvall, Jr
At-Large, Council Member*

*Moe Baddourah
District III, Council Member*



Office of Business Opportunities

Everybody Counts, Everybody Contributes, Everybody Benefits

MEMORANDUM

To: Erika Moore, City Clerk

From: Angelo McBride, Small Business Program Administrator

CC: Tina N. Herbert, Executive Director

Date: February 13, 2017

Re: Business Spotlight Honoree Recognition

The Office of Business Opportunities would like to be placed on City Council's agenda for Tuesday, March 9, 2017 to formally recognize Bluebird Property Management, LLC. as the Quarter Business Spotlight Honoree.

Bluebird Property Management, LLC. was established on February 9, 2009, as a full service property management company operating in North Carolina and, South Carolina focusing on simple family homes, duplexes, apartments, condos, and commercial office space.

Bluebird Property Management, LLC. has been widely recognized and featured in the Black Resource Magazine, Columbia Chamber Partner of the Month, and maintains excellent rating on social media outlets.

Because of their community involvement and contribution, reputation, innovation and diversity, Bluebird Property Management, LLC. was selected as this Quarter's Business Spotlight Honoree.

The Honoree:
Tammy Davis
Bluebird Property Management, LLC
2143 Bull Street
Columbia SC 29201



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2017-021 - Granting an encroachment to Main & Blanding, LLC for installation and maintenance of a ramp and landing, door, landing and awning, stairwells, railing, sidewalks, grease interceptor and pump station, roof drains, and landscaping for a below grade garden/patio area within the right of way area of the 1100 block of Blanding Street adjacent to 1649 Main Street, Richland County TMS #09014-10-04, excluding outdoor dining

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-021 encroach Main & Blanding LLC 1649 Main (PDF)

ORDINANCE NO.: 2017-021

Granting an encroachment to Main & Blanding, LLC for installation and maintenance of a ramp and landing, door, landing and awning, stairwells, railing, sidewalks, grease interceptor and pump station, roof drains, and landscaping for a below grade garden/patio area within the right of way area of the 1100 block of Blanding Street adjacent to 1649 Main Street, Richland County TMS #09014-10-04, excluding outdoor dining

WHEREAS, Main & Blanding, LLC (hereinafter "Grantee") desires to use a portion of the right of way area of the 1100 block of Blanding Street adjacent to 1649 Main Street for installation and maintenance of a railings and landing approximately six (6') foot five (5") inches in width and eight (8') feet in length; a railing and ramp approximately five (5') foot five (5") inches in width and fourteen (14') feet in length; a door to swing out over the sidewalk approximately four (4') feet; an open stairwell and railings approximately eight (8') feet in width and thirty-four (34') feet in length; a skylight and railings approximately eight (8') feet in width and thirty-four (34') feet in length; an open stairwell and railings approximately nine (9') feet in width and sixteen (16') feet in length; a sidewalk approximately five (5') feet in width and forty (40') feet in length; a grease interceptor and pump station; and three roof drains for a below grade garden/patio area, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that Grantee is hereby granted the right to use a portion of the right of way area of the right of way area of the 1100 block of Blanding Street adjacent to 1649 Main Street for installation and maintenance of a railings and landing approximately six (6') foot five (5") inches in width and eight (8') feet in length; a railing and ramp approximately five (5') foot five (5") inches in width and fourteen (14') feet in length; a door to swing out over the sidewalk approximately four (4') feet; an open stairwell and railings approximately eight (8') feet in width and thirty-four (34') feet in length; a skylight and railings approximately eight (8') feet in width and thirty-four (34') feet in length; an open stairwell and railings approximately nine (9') feet in width and sixteen (16') feet in length; a sidewalk approximately five (5') feet in width and forty (40') feet in length; a grease interceptor and pump station; and three roof drains for a below grade garden/patio area, as shown on the attached drawings.

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway, to persons safely walking along the sidewalk, or would impede the Fire Department Connection. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Certificate of Design Approval (CDA) from Design/Development Review staff to include lighting fixtures, lighting fixture locations, mil banks, meters, railings, benches, trash receptacles, etc.;
3. Specialty pavers and color shall match the color, texture and pinwheel design of those on Main Street including borders, etc.
4. An amendment to this encroachment ordinance may be required if it is found that the 1,500 gallon grease interceptor is inadequate for tenant(s) after sizing calculations are performed.

5. Ramps and railings must be installed in accordance with per ICC A117.1-2009 and by the IBC 2012.

6. The tables and chairs shown within the right of way on the plans accompanying this application are not included in this encroachment application. Each restaurant shall be required to submit a separate dining encroachment application and obtain approval of an outdoor dining encroachment ordinance.

7. Business owners shall be responsible to clean up any debris that collects in the landscaped beds, that comes from tables or chairs. Forestry would also encourage owners, not to dump or pour cleaning solvents into landscaped beds.

8. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

9. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained, to include the installation and maintenance of materials and/or an alert system that will notify visually impaired persons of the descending stairwells.

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

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

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

Requested by:

Assistant City Manager Gentry

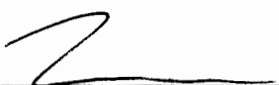
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2017-021**



**1649 MAIN STREET
1100 BLOCK OF BLANDING STREET
MAIN AND BLANDING STREET, LLC**

BELOW GRADE GARDEN AND PATIO AREA

Subject Property:	1649 Main Street, TMS#09014-10-04
Council District:	2
Proposal:	Request approval for the installation and maintenance of a ramp and landing, door, landing and awning, stairwells, railing, sidewalks, grease interceptor and pump station, roof drains, and landscaping for a below grade garden/patio
Applicant:	Main and Blanding, LLC
Staff Recommendation:	Approval.
Conditions:	1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway, to persons safely walking along the sidewalk, or would impede the Fire Department Connection. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Certificate of Design Approval (CDA) from Design/Development Review staff to include lighting fixtures, lighting fixture locations, mil banks, meters, railings, benches, trash receptacles, etc.; 3. Specialty pavers and color shall match the color, texture and pinwheel design of those on Main Street including borders, etc. 4. An amendment to this encroachment ordinance may be required if it is found that the 1,500 gallon grease interceptor is inadequate for tenant(s) after sizing calculations are performed. 5. Ramps and railings must be installed in accordance with per ICC A117.1-2009 and by the IBC 2012. 6. The tables and chairs shown within the right of way on the plans accompanying this application are not included in this encroachment application. Each restaurant shall be required to submit a separate dining encroachment application and obtain approval of an outdoor dining encroachment ordinance. 7. Business owners shall be responsible to clean up any debris that collects in the landscaped beds, that comes from tables or chairs. Forestry would also encourage owners, not to dump or pour cleaning solvents into landscaped beds. 8. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 9. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

Detail:	The applicant is requesting an encroachment ordinance to installation and maintenance of railings and a landing approximately six (6') foot five (5") inches in width and eight (8') feet in length; railings and a ramp approximately five (5') foot five (5") inches in width and fourteen (14') feet in length; a door to swing out over the sidewalk approximately four (4') feet; an open stairwell and railings approximately eight (8') feet in width and thirty-four (34') feet in length; a skylight and railings approximately eight (8') feet in width and thirty-four (34') feet in length; an open stairwell and railings approximately nine (9') feet in width and sixteen (16') feet in length; a sidewalk approximately five (5') feet in width and forty (40') feet in length; a grease interceptor and pump station; and three roof drains for a below grade garden/patio area, as shown on the attached drawings.
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development	Recommend approval.
Streets	Recommend approval with condition: 1. All areas must meet all current ADA requirements.
Utilities & Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development	Recommend approval.
Streets	Recommend approval with condition: 1. All areas must meet all current ADA requirements.
Utilities & Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

REQUEST FOR AN ENCROACHMENT ORDINANCE

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

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net, fax at 803-732-4250, or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 10.20.2016

Property Owner: Main & Blanding, LLC

Applicant's Name if different from Property Owner: Andrew Rogerson

Contact Information: Telephone Number: 212-1032

Fax Number: 212-1074

Mailing address: 1209 Lincoln St, Cola, SC 29201

E-mail address: arogerson@garvindesigngroup.com

Encroachment Location (Address): 1649 Main Street and 1100 block of Blanding Street

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: R09014-10-04

Encroachment type: ☒ Wall ☐ Fence ☐ Columns ☒ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☒ Pavers
☒ Walkway/Side walk ☒ Underground Utilities ☐ other

If Other - specify: _____

Dimensions (height/width/length): 9'h x 13'w x 122'l outdoor seating area below grade

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12"x24" brick columns; 4'x15' brick paver walkway)

Construction material: concrete, pavers, metal handrails

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☒ Outdoor dining No. of chairs: TBD No. of Tables TBD

Hours of operation for outdoor dining: TBD

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

Other: _____ (or complete applicable "Encroachment type" section above)

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

Contact	Department	Telephone Number	Fax Number
Joey Jacob	Utilities & Engineering	545-3400	988-8199
Missy Gentry	Public Works	545-3780	733-8648
Krista Hampton	Planning and Development Services	545-3420	733-8647
Jerry Thompson	Building Official	545-3442	733-8699
Sara Hollar	Forestry & Beautification	545-3860	733-8648
Amy Moore	Historic Preservation	545-3222	733-8647
Fred Delk	Columbia Dev. Corporation	988-8040	988-8039
Chip Timmons	Risk Management	733-8306	733-8245
Dana Higgins	Construction Management	545-3372	545-4130
David Brewer	Traffic Engineering	545-3850	733-8648
Robert Sweatt	Street Division	545-3790	545-3785
Jonathan Chambers	Planning and Development Services	545-3206	343-8779
Carmen Floyd	Fire Marshall	545-3703	401-8839
Nancy Lee Trihey	Planning and Development Services	545-3218	733-8647
John Fellows	Planning and Development Services	545-3222	733-8647



City of Columbia

1649 Main Street - Encroachment



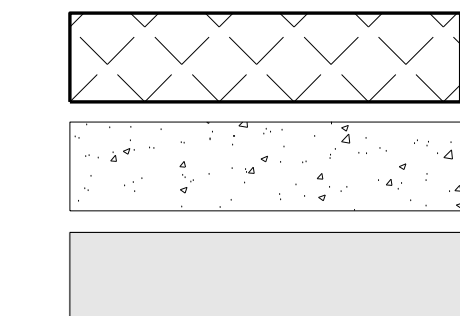
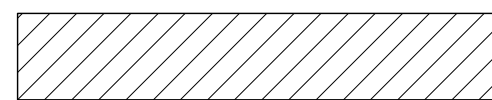
Tuesday, November 01, 2016



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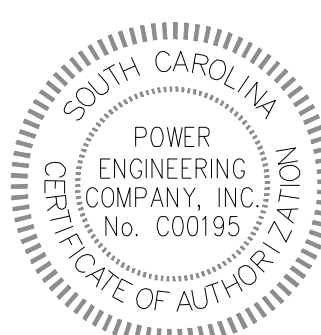




EXIST. BUILDING

NEW CONCRETE

NEW ASPHALT



G
GARVINDESIGNGROUP

WE SEAL

WE SEAL

PROJECT TITLE

HENNESSY BUILDING

1649 Main St
Columbia, SC 29201

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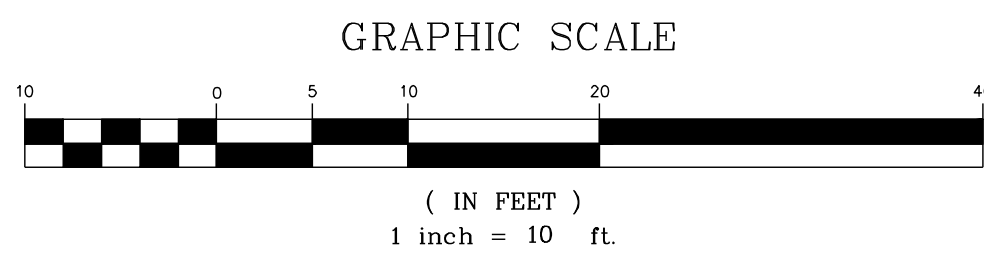
DRAWN BY:	DHC
CHECKED BY:	DBP

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DRAWING TITLE
EXISTING/DEMO AND
STAKING PLAN

PROJECT NO.	M432.16	PEC 371	DRAWING NO.
DATE	11.22.16		C1.1



10/19/2016 8:04:30 AM

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SITE PLAN

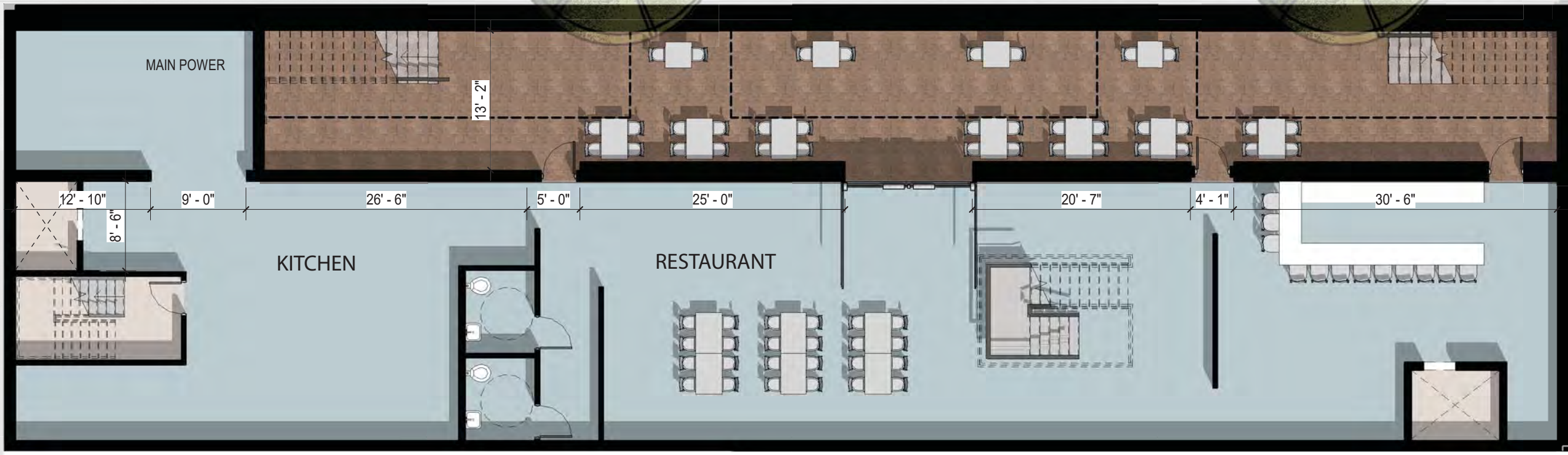
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BLANDING ST

MAIN ST

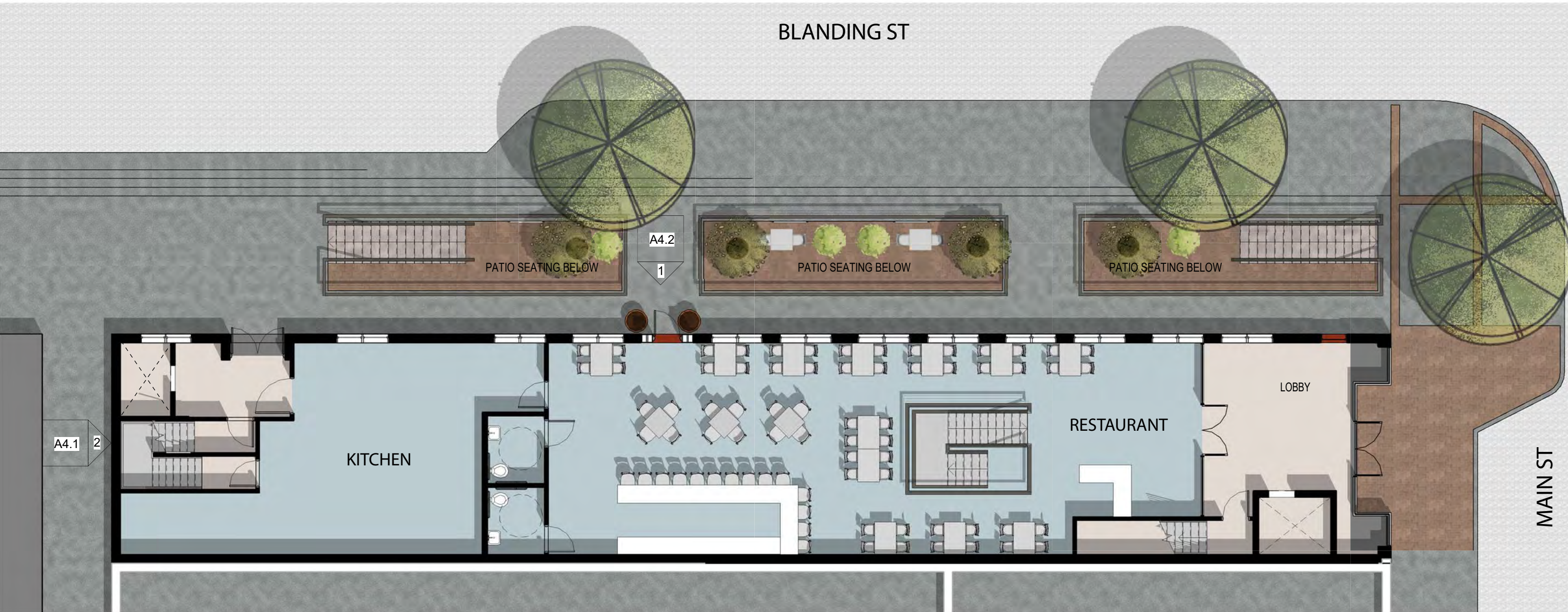


Department Legend

- CIRCULATION
- RESTAURANT TENANT
- OFFICE TENANT
- SERVICE

PROPOSED GARDEN LEVEL PLAN
3/32" = 1' - 0"



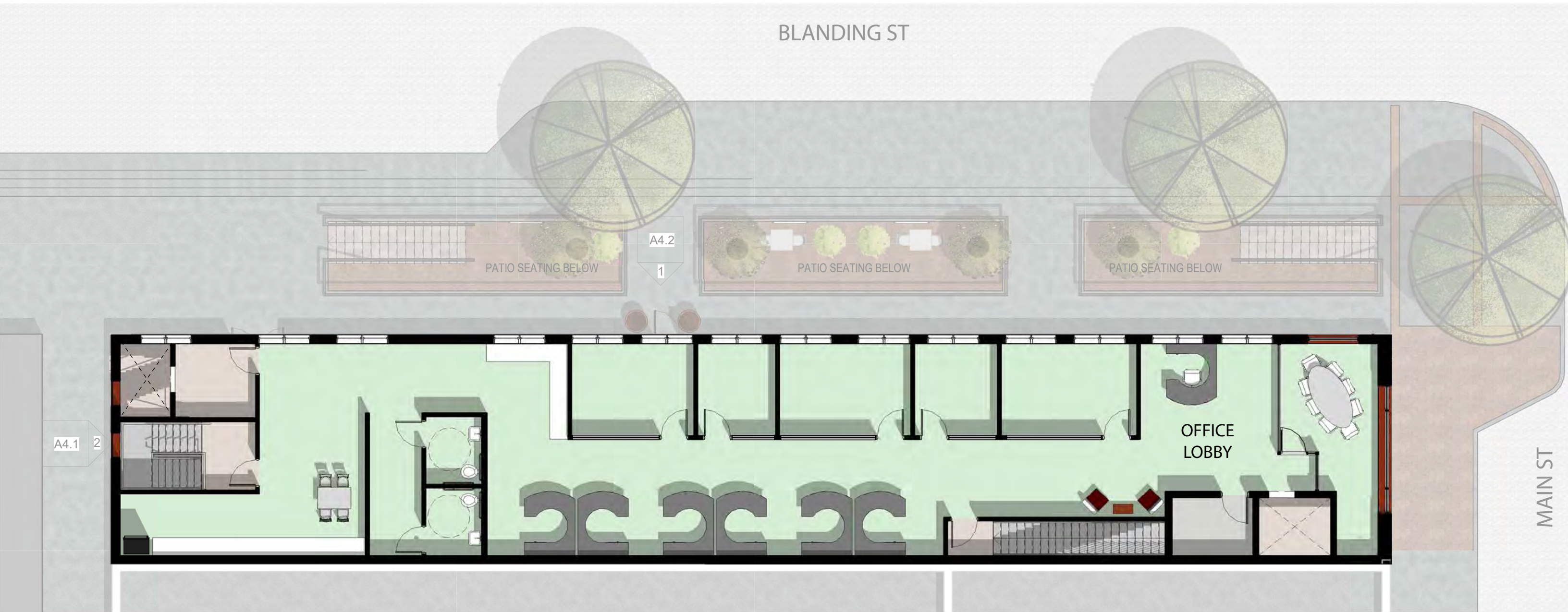


Department Legend

- CIRCULATION
- RESTAURANT TENANT
- OFFICE TENANT
- SERVICE

PROPOSED GROUND LEVEL PLAN
 3/32" = 1' - 0"





Department Legend

- CIRCULATION
- RESTAURANT TENANT
- OFFICE TENANT
- SERVICE

PROPOSED SECOND LEVEL PLAN

3/32" = 1' - 0"









← restaurant





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2017-023 - Authorizing the issuance and sale by the City of Columbia, South Carolina, of its not exceeding \$8,135,000 General Obligation Bonds, in one or more series, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance And Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2017-023 GO Bonds \$8,135,000 2017 Series (PDF)

ORDINANCE NO.: 2017-023

AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF COLUMBIA, SOUTH CAROLINA, OF ITS NOT EXCEEDING \$8,135,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, AND, PENDING THE ISSUANCE OF SUCH BONDS, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, ISSUED IN ANTICIPATION THEREOF, FOR THE PURPOSE OF FUNDING VARIOUS CAPITAL PROJECTS; FIXING THE FORM AND DETAILS OF THE BONDS OR NOTES; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS OR NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS OR NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2017

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“BAN Act” shall mean Title 11, Chapter 17 of the South Carolina Code.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner, the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“Bonds” shall mean the not exceeding \$8,135,000 principal amount City of Columbia, South Carolina, General Obligation Bonds, in one or more series, authorized to be issued pursuant to Section 3 hereof.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry, and (ii) physical Bond certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 8 hereof.

“City” shall mean the City of Columbia, South Carolina.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the City Council of the City of Columbia, South Carolina.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests

in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Government Obligations” shall mean cash and, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the City, any of the following: (1) United States Treasury Obligations – State and Local Government Series; (2) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (3) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (4) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (5) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (6) obligations of the Federal National Mortgage Associations; (7) general obligations of the State or any of its political units which, at the time of purchase, carry an AAA rating from Standard & Poor’s or an Aaa rating from Moody’s Investors Service; or (8) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 5 hereof.

“Interest Payment Date” shall mean June 1 and December 1 of each year commencing on such dates as determined by the Mayor and the City Manager, or either of them acting alone.

“Letter of Representations” shall mean the Blanket Letter of Representations executed and delivered by the City to the Depository.

“Municipal Bond Act” shall mean Title 5, Chapter 21, Article 5, Code of Laws of South Carolina 1976, as amended.

“Notes” shall mean the General Obligation Bond Anticipation Notes, in one or more series, in the aggregate principal amount of not exceeding \$8,135,000 authorized to be issued pursuant to Section 22 hereof.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean Regions Bank or such other bank as may be designated by the Mayor and the City Manager (or either of them acting alone) pursuant to Section 7 hereof.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Interest Payment Date on the Bonds or the date of notice of any proposed redemption of the Bonds.

“Registrar” shall mean Regions Bank or such other bank as may be designated by the Mayor and the City Manager (or either of them acting alone) pursuant to Section 7 hereof.

“South Carolina Code” shall mean South Carolina Code of Laws 1976, as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The Council of the City hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that general obligation debt may be incurred by the governing body of each city of the State of South Carolina for any public and corporate purpose in an amount not exceeding eight percent of the assessed value of all taxable property of such city.

(c) Pursuant to the Municipal Bond Act, the municipal council of any municipality may issue general obligation bonds of such municipality for any corporate purpose of such municipality to any amount not exceeding the constitutional debt limit applicable.

(d) The Municipal Bond Act requires that an election be held prior to the issuance of general obligation bonds. Title 11, Chapter 27 of the South Carolina Code as amended, provides that if an election be prescribed by the provisions of the Municipal Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the Municipal Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions. Title 11, Chapter 27 of the South Carolina Code further provides that any municipality of the State may issue bonds in fully registered form.

(e) The assessed value of all taxable property in the City for the year 2016 is not less than \$536,168,790, which includes the 1987 assessed value of merchants' inventory in the amount of \$6,667,290. Eight percent (8%) of such sum is \$42,893,503. As of the date of enactment of this Ordinance, the outstanding general obligation debt of the City subject to the limitation imposed by Article X, Section 14(7)(a) of the Constitution is \$36,025,000, representing the outstanding principal balances of the following general obligation bonds of the City (the “Outstanding Bonds”):

- (i) \$9,085,000 original principal amount General Obligation Bonds, Series 2007A, dated December 1, 2007, presently outstanding in the principal amount of \$500,000;
- (ii) \$9,375,000 original principal amount General Obligation Bonds, Series 2011A, dated March 24, 2011, presently outstanding in the principal amount of \$2,070,000;
- (iii) \$9,945,000 original principal amount General Obligation Refunding Bonds, Series 2011B, dated March 24, 2011, presently outstanding in the principal amount of \$6,365,000;
- (iv) \$5,575,000 original principal amount General Obligation Bonds, Series 2011C, dated September 7, 2011, presently outstanding in the principal amount of \$1,180,000;
- (v) \$6,375,000 original principal amount General Obligation Bonds, Series 2012, dated November 7, 2012, presently outstanding in the principal amount of \$3,475,000;
- (vi) \$7,315,000 original principal amount General Obligation Bonds, Series 2013, dated December 4, 2013, presently outstanding in the principal amount of \$5,555,000;
- (vii) \$6,260,000 original principal amount General Obligation Refunding Bonds, Series 2015, dated December 30, 2015, presently outstanding in the principal amount of \$6,235,000; and
- (viii) \$10,645,000 original principal amount General Obligation Bonds, Series 2016, dated June 30, 2016, presently outstanding in the principal amount of \$10,645,000.

As of the date of enactment of this Ordinance, the City may incur \$6,868,503 of general obligation debt within its applicable constitutional debt limitation and, after the City makes the scheduled debt service payments on the Outstanding Bonds on June 1, 2017, the City may incur \$12,183,503 of general obligation debt within its applicable constitutional debt limitation.

(f) The City proposes to defray the cost of any one or more of the projects described in Schedule I attached hereto (the “Projects”) and, in connection therewith:

- (i) the Bull Street Campus (as defined in Schedule I) consists of an approximately 181-acre tract of land, situated in the heart of the City, the main entrance to which is marked by the intersection of Elmwood Avenue and Bull Street;
- (ii) the Bull Street Campus contains numerous buildings, improvements and other

structures which were historically used and dedicated to the treatment of the mentally ill by the South Carolina Department of Mental Health;

(iii) several of the facilities located on the Bull Street Campus were constructed more than 100 years ago, including the Mills Building which was completed in 1828, and the Babcock Building which was constructed in phases between 1857 and 1885, both of which are registered on the National Register for Historic Places and are featured on Historic Columbia Foundation's Eligible Local Landmark List;

(iv) the Bull Street Campus is of historical and architectural significance for several reasons: the Bull Street Campus is historically significant because it provides an example of the facilities generally available since the mid-1800s for the care and treatment of persons with mental illness in South Carolina; in addition, the Mills Building was designed by and later named in honor of Robert Mills, a renowned architect who was prolific in the design of several public buildings and other significant structures throughout the United States, including the Washington Monument and the White House; and

(v) presently, a substantial number of the structures on the Bull Street Campus are dilapidated and run-down, and their overall appearance is blighted.

(g) The benefits to the City as a result of the acquisition, renovation, redevelopment and improvement of the Projects are set forth, in part, herein:

(i) the Projects will promote and stimulate private development in the Bull Street Campus (the "Bull Street Redevelopment") and eliminate, remove and address the current blighted conditions of the Bull Street Campus, all of which would enhance the aesthetic qualities of the surrounding areas;

(ii) the Projects and the Bull Street Redevelopment will attract visitors, tourists and City residents who want to study and/or learn about the architecturally and historically significant buildings located on the Bull Street Campus and other surrounding historic facilities within the City (including the nearby Robert Mills House and the Hampton-Preston Mansion), which may include exhibits, presentations or museum areas located in or near to the Bull Street Campus, and would be promoted and marketed by area tourism businesses and nonprofit organizations in their advertisements, on the Internet, and in materials provided for tours and/or self-guided tours of the City;

(iii) the City and its citizens have invested, and continue to invest, significant funds in and to promote its Downtown area, the Congaree Vista Area, the Riverfront area, and the areas in which other historic structures are located, including the nearby Robert Mills House and the Hampton-Preston Mansion; further, the Bull Street Campus serves as a connection between such areas and, because the main entrance to the Bull Street Campus is located at the intersection of Bull Street and Elmwood Avenue/Interstate I-126, the Bull Street Campus serves as a gateway connector for people visiting and working in the City;

(iv) the Projects and the Bull Street Redevelopment will also 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 (including particularly the Congaree Vista Area and the area surrounding these facilities) through the redevelopment of nearby properties, the imposition and collection of additional *ad valorem* property taxes and increased commercial activity that would generate additional sales taxes and personal property taxes, hospitality fees, accommodations fees, tourism development fees, business license fees and other fees, as well as additional jobs and capital investment; and

(v) the historic and architectural characteristics of several facilities located on the Bull Street Campus would be significantly preserved and, like the South Carolina State Museum, Confederate Printing Plant (now Publix), Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures, serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, all of which are recognizable, signature properties that provide a gateway into the City of Columbia, including its Downtown area and the arts and entertainment district known as the Congaree Vista Area.

(h) The City Council recognizes that the expenditure of public funds must be for a public purpose in accordance with the applicable provisions of the South Carolina Constitution and decisions of the South Carolina Supreme Court. Specifically, the cases of Byrd v. County of Florence, 315 S.E.2d 804 (1984) and Nichols v. The South Carolina Research Authority, 351 S.E.2d 155 (1986), formulate a four-point standard by which undertakings for financing economic development are tested for constitutionality. The City Attorney has reviewed this standard with the members of the City Council. In WDW Properties v. City of Sumter, 535 S.E.2d 631 (2000), the Byrd/Nichols test was applied by the Court to uphold the issuance by JEDA of tax-exempt industrial revenue bonds to finance a portion of the costs of renovation of existing buildings located within the Columbia/Sumter SC Empowerment Zone. In that case, the Court noted that the redevelopment projects were intended to be leased for commercial office and retail space, that the developer expected to create 20 full-time jobs and that "the project would 'serve as the cornerstone for the revitalization of downtown Sumter and the surrounding communities.'"

(i) The City Council makes the following additional findings and determinations with respect to the acquisition, renovation, redevelopment and improvement of the Projects:

(1) The ultimate benefits to the public are multiple: the Projects and the Bull Street Redevelopment would serve to increase the number of available jobs and to

improve the appearance and enhance the aesthetic character of the Bull Street Campus and surrounding properties, to positively impact real property values of surrounding properties, to attract new businesses, to reinvigorate downtown areas that has been classified by the local, state and federal governments as economically distressed and to protect and preserve historically and architecturally significant features and encourage others to undertake historic preservation that would benefit downtown Columbia.

(2) The public will be the primary beneficiary of the Projects, including the Bull Street Redevelopment of the Projects although one or more developers of the Bull Street Redevelopment will also benefit through the City's investment in the Projects.

(3) The Projects are not so speculative as to violate the public purpose doctrine based in the case of the Projects, on the success of similar historic properties being redeveloped, like the South Carolina State Museum, the Confederate Printing Plant (now Publix) and the 701 Whaley Arts Center, all of which serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, and the likelihood that (i) the Bull Street Campus will continue to decline in the absence of private development thereof, which requires public investments in infrastructure; and (ii) any redevelopment of the Bull Street Campus will require significant amounts of infrastructure to be constructed and installed therein.

(4) The public interest is likely to be served to a substantial degree through the creation of jobs, the improvement and enhancement of the appearance and aesthetic character of downtown Columbia, the reinvigoration of the Bull Street Campus and surrounding areas, the preservation of historical and architecturally significant features, the replacement of a dilapidated and blighted public housing complex with new public housing and the benefits, both tangible and intangible, that should result from that reinvigoration as they relate to the Projects.

(j) Article X, Section 14(9) of the Constitution provides that general obligation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by general law.

(k) Pursuant to the provisions of the BAN Act, any incorporated town, whenever authorized by general or special law, to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds.

(l) Pending the sale and issuance of the Bonds authorized by Section 3 hereof it is in the best interest of the City to provide for the issuance of the Notes pursuant to Section 22 hereof in the aggregate principal amount of not exceeding \$8,135,000 in anticipation of the sale and issuance of such Bonds and the receipt of the proceeds thereof to be applied to defray the cost of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto and other incidental costs of issuing the Notes. As described above, the Projects are necessary and in the best interest of the City, the issuance of the Bonds (and the Notes in anticipation thereof) authorized by this Ordinance for such purposes is necessary and such Bonds

(and the Notes in anticipation thereof) will be issued for a corporate purpose and a public purpose of the City.

(m) It is now in the best interest of the City for the Council to provide for the issuance and sale of general obligation bonds of the City pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina in order to defray the costs of the Projects.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued not exceeding \$8,135,000 principal amount of general obligation bonds, in one or more series, of the City (the “Bonds”). Upon the issuance and delivery of the Bonds, sufficient of the proceeds thereof shall be applied by the City to meet the payment of the principal and interest of the Notes (which Notes are being issued to defray the costs of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto) and other incidental costs of issuing the Bonds; provided, however, that in the event the City determines not to issue some or all of the Notes pursuant to the authorization set forth in Section 22 hereof, the Bonds may be issued for the purposes described in Section 2(l) above for which the Notes can be issued hereunder. Each of the Bonds shall be issued in a principal amount determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, which amount will be sufficient to provide for the above-described purposes. The Bonds shall be designated “(principal amount issued) General Obligation Bonds, Series (year), of the City of Columbia, South Carolina.” Notwithstanding anything herein to the contrary, the Bonds shall bear such additional numbers or other series designations in order to distinguish one series from another, as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together.

Each of the Bonds shall be issued as fully registered bonds; shall be dated as of the date of their respective delivery or the first or the fifteenth day of the month in which such series of bonds are delivered to the initial purchaser(s) thereof or such other date as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of such series of bonds maturing in each year unless issued as a single bond in the entire principal amount of such series; shall be issued as taxable or tax-exempt obligations as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof; shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from their respective date payable semiannually thereafter on June 1 and December 1 of each year commencing on a date determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof, until such respective series of bonds mature, at such rate or rates as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, at the time of the sale thereof; and shall mature serially in successive annual installments on June 1 in the years and in the principal amounts as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof.

SECTION 4. Authority to Determine Certain Matters Relating to the Bonds. Without further authorization, the Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine, designate or take such actions (as applicable) as are described below:

- (a) the original issue dates of the Bonds;
- (b) the aggregate principal amounts of the Bonds to be issued;
- (c) the respective first interest payment dates of the Bonds;
- (d) whether the Bonds shall be issued as taxable or tax-exempt obligations;
- (e) redemption provisions, if any, for the Bonds;
- (f) the respective maturity dates and the principal amounts maturing on each maturity date (June 1) of the Bonds;
- (g) the Paying Agent and Registrar for each series of the Bonds, if different from the bank so designated in Section 7 hereof;
- (h) the dates and times of sale of the Bonds;
- (i) take such actions described in Section 17 and in conjunction with the sale of each of the Bonds, including receiving bids on behalf of the City to award the sale of each series of such bonds to the lowest respective bidder therefor, in accordance with the terms of the Notice of Sale for such series of bonds;
- (j) make adjustments to the principal amounts of the Bonds immediately following the sale; and
- (k) negotiate and execute all other contracts which may be necessary or required in connection with the issuance of the Bonds (provided, however, that unless otherwise expressly required by this Ordinance, only one authorized representative of the City shall be required to execute such contracts).

After each sale of a series of the Bonds, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall submit a written report to the Council setting forth the results of the sale of such series of the Bonds.

SECTION 5. Book-Entry Bonds. If requested by the initial purchaser(s) of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully registered form, as a single bond or one bond for each of the series and maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; or any consent given or other action taken by the Depository as a Bondholder.

SECTION 6. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor Depository the Bonds of the same principal amount, interest rate, series and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued

(the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants Bonds in fully registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 7. Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank or a bank designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may act as the Registrar and the Paying Agent for the Bonds.

SECTION 8. Registration, Transfer and Exchange of Bonds. The City shall cause the Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the City, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar on behalf of the City shall issue in the name of the transferee a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, series and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The City, the Registrar and the Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes; and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the City nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 9. Record Date. The City hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or, in the case of any proposed redemption of Bonds, such record date shall be not more than fifteen (15) days (whether or not a business day) prior to the mailing of notice of redemption of Bonds.

SECTION 10. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the City shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event, the applicant for the issuance of a substitute Bond shall furnish the City and the Registrar evidence or proof satisfactory to the City and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the City and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 11. Execution of Bonds. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor of the City attested by the manual or facsimile signature of the Clerk of the City under a facsimile of the seal of the City which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 12. Form of Bonds. The Bonds shall be in substantially the following form. In the event either series of the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered bond for each such series which sets forth any or all maturing principal amounts:

(FORM OF BOND)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 CITY OF COLUMBIA
 GENERAL OBLIGATION BOND, SERIES (year)

No. R-

INTEREST <u>RATE</u>	MATURITY <u>DATE</u>	ORIGINAL <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of Regions Bank, as paying agent (the "Paying Agent") in _____, _____, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable semiannually on June 1 and December 1 of each year commencing [June][December] 1, _____, until this Bond matures and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by the registrar, presently Regions Bank, as registrar (the "Registrar"), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (as defined herein), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, date of authentication and rate of interest, aggregating _____ (\$_____) issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 5, Chapter 21, Article 5, and Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted on _____, 2017, by the Council (the "Ordinance").

For the payment of the principal and interest on this Bond and the series of Bonds of which it is one, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the City are irrevocably pledged, and there shall be levied and collected annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

This Bond and the series of which it is one maturing on or prior to _____, _____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on and after _____, _____, shall be subject to redemption at the option of the City on or after _____, _____, as a whole or in part at any time, in such order of their maturities as the City shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon, a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, City and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina and that provision has been made for the levy and collection annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient to pay the principal and interest of this Bond and the series of Bonds of which it is one, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, CITY OF COLUMBIA, SOUTH CAROLINA, has caused this Bond to be signed with the [manual or facsimile] signature of the Mayor of the City, attested by the [manual or facsimile] signature of the Clerk of the City and the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the Bonds described in the within-mentioned Ordinance of the City of Columbia, South Carolina.

REGIONS BANK, as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common

UNIF GIFT MIN ACT –

TEN ENT – as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(state)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Transferee) the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving legal opinion to be rendered shall be attached to the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the City with a facsimile signature of the Clerk of the City. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the respective final legal opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the originals of which opinions were manually executed, dated and issued as of the date of delivery of and payment for such bonds, and copies of which is on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SECTION 13. Security for Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the payment of the principal and interest of the Bonds, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof, and there shall be levied and collected annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

The appropriate official of the City shall be notified as to the delivery of and payment for the Bonds and is hereby directed to levy and collect annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient to pay the principal and interest of the Bonds, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof.

SECTION 14. Defeasance. The obligations of the City under this Ordinance and the pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Paying Agent and is canceled or subject to cancellation by the City or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest, and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 15. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 16. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale with respect to each of the Bonds, in the form set forth below, shall be distributed to prospective bidders, and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina not less than seven (7) days prior to the date set for such sale; provided, however, that nothing herein shall prohibit the Bonds from being sold at the same time or to require them to be issued and sold at all or in a particular order.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE
\$_____ GENERAL OBLIGATION BONDS, SERIES (year),
OF CITY OF COLUMBIA
STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$___ General Obligation Bonds, Series (year) (the “Bonds”), of the City of Columbia, South Carolina (the “City”), will be received on behalf of the City by the Mayor of the City in the office of the City Manager, City Hall, 1737 Main Street, Columbia, South Carolina until 12:00 Noon, South Carolina time, on _____, _____, or such other date and time as may be established by the City and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal shall be enclosed in a sealed envelope marked “Proposal for \$_____ General Obligation Bonds, Series (year), of City of Columbia, South Carolina” and should be mailed or hand-delivered to the Mayor of the City at the address in the first paragraph hereof.

Facsimile Proposals: The City will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids. The City will take reasonable steps to ensure the confidentiality of all bids transmitted to it by facsimile transmission, but cannot guarantee the confidentiality of information transmitted by such means. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Teresa B. Wilson, City Manager, telephone (803) 545-3064, fax (803) 545-3051.

Electronic Bids: Electronic proposals must be submitted through i-Deal’s Ipreo Electronic Bid Submission System (“Ipreo”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

E-mail Bids: E-mail proposals may be e-mailed to the attention of Teresa B. Wilson, City Manager, at email address: tbwilson@columbiasc.net, with a copy to Brenton J. Robertson, at email address: robertsonb@stifel.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance will be transmitted by the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or for any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (the "Depository"), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of the Depository. The Depository will act as the Depository for the Bonds. Individual purchases will be made in book-entry only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with the Depository. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

Bonds: The Bonds will dated the date of their delivery (expected to be _____, ____); and will mature in annual installments on June 1 in each of the years and in the principal amounts as follows:

Maturity Date

Principal Amount*

* Preliminary, subject to adjustment as described herein.

The Bonds will bear interest from the date of delivery thereof payable semiannually on June 1 and December 1 of each year commencing _____ 1, 20____, until the Bonds mature. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Adjustment of Maturity Schedule. The City reserves the right to adjust the principal amount of any maturities of the Bonds (all calculations to be rounded to the near \$5,000)[; provided that such adjustment will not increase or decrease the total par amount (\$_____) of the Bonds]. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the City in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the principal amount of any of the maturities of the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment of the principal amount of the maturities of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

The Bonds maturing on or prior to _____, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on and after _____, _____, shall be subject to redemption at the option of the City on or after _____, _____, as a whole or in part at any time, in such order of their maturities as the City shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments in the principal amount that would have matured in each year as set forth in this Notice of Sale, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications must be made in the bidder's proposal.

Registrar and Paying Agent: Regions Bank, _____, _____, will act as the Registrar and the Paying Agent for the Bonds.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of $1/8^{\text{th}}$, $1/20^{\text{th}}$ or $1/100^{\text{th}}$ of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS, OR A BID AT A PRICE LESS THAN [PAR][____% OF THEIR PAR VALUE], WILL NOT BE CONSIDERED. [In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.]

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost to the City, such true interest cost being the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year

comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The Council reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the City by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bid Form: Each proposal should be enclosed in a sealed envelope marked “Proposal for \$_____ General Obligation Bonds, Series (year), City of Columbia, South Carolina” and should be directed to the Mayor at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: The City deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the City will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the City will provide the successful bidder a sufficient quantity of the Official Statement to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the City all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will undertake, pursuant to a Disclosure Dissemination Agent Agreement executed with Digital Assurance Certification, L.L.C., to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

Purpose: The Bonds are issued for the purpose of financing certain capital projects of the City, including the payment of principal and interest, if any, due on notes issued in anticipation thereof.

Security: The Bonds shall constitute binding general obligations of the City and the full faith, credit, taxing power and resources of the City are irrevocably pledged for the payment of the bonds and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof. There shall be levied and collected annually upon all taxable property of the City an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

Legal Opinions: The Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, which opinions shall be attached to each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds. Certain legal matters will be approved by Teresa A. Knox, Esq., City Attorney.

Certificate as to Issue Price: The successful bidder must provide a certificate to the City by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate is attached as Exhibit D to the Preliminary Official Statement or may be obtained from Bond Counsel.

Delivery: At the request of the successful bidder, the Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, _____, at the expense of the City, or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds. Any cost of printing the Bonds will be borne by the City.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Postponement: The City reserves the right to postpone, from time to time, the date established for the receipt of bids. The City will communicate any such change in the sale date through Thomson Municipal Market Monitor not less than 48 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through Thomson Municipal Market Monitor at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through Thomson Municipal Market Monitor at the time the sale date and time are announced.

Financial Advisor: The City has employed Stifel | Merchant Capital Division, Columbia, South Carolina, as its Financial Advisor in connection with the issuance of the Bonds.

Additional Information: A copy of the Preliminary Official Statement in deemed final form and the Official Notice of Sale are available via the internet at <http://www.idealprospectus.com> and will be furnished to any person interested in bidding for the Bonds upon request to the City's Financial Advisor. Persons seeking information should communicate with:

Jeffrey M. Palen
 Assistant City Manager for Finance and
 Economic Services
 City of Columbia
 1737 Main Street
 P.O. Box 147
 Columbia, SC 29217
 Telephone: 803.545.4093
 Fax: 803.343.8720
 E-mail: jmpalen@columbiasc.net

Brenton J. Robertson, Esq.
 Managing Director
 Stifel | Merchant Capital Division
 515 Gervais Street
 Columbia, SC 29201
 Telephone: 803.331.3848
 E-mail: robertsonb@stifel.com

s/Steven K. Benjamin
 Mayor, City of Columbia, South Carolina

SECTION 17. Preliminary and Final Official Statement. The Council hereby authorizes and directs the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to prepare, or cause to be prepared, a Preliminary Official Statement with respect to each of the Bonds, to be distributed to prospective purchasers of such Bonds, together with the Notice of Sale. The Council authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to “deem final” such Preliminary Official Statements for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are further authorized to see to the completion of the final form of the Official Statement relating to each series of the Bonds upon the sale thereof so that it may be provided to the purchaser(s) of such series of the Bonds.

SECTION 18. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of a Disclosure Dissemination Agreement in substantially the form attached hereto as Exhibit A (the “DAC Agreement”). Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the DAC Agreement shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

SECTION 19. Filings with Central Repository. In compliance with and as required by Section 11-1-85 of the South Carolina Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the City within thirty (30) days of the City’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City’s revenue or its tax base.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of each series of the Bonds shall be deposited in a special fund, separate and distinct from all other funds,

and applied solely to the purposes for which the respective series of the Bonds are issued except that the premium, if any, shall be placed in the sinking fund established pursuant to the Municipal Bond Act, and the accrued interest, if any, shall be used to discharge in part the first interest to become due on each series of the Bonds. If any surplus remain, it shall be deposited in the sinking fund to be established for the payment of the respective series of the Bonds.

SECTION 21. Federal Tax Covenant. The City hereby covenants and agrees with the holders of the Bonds that, if any of the Bonds are issued as obligations the interest on which is excluded from gross income of the holders thereof for federal tax purposes (each, a “Tax Exempt Bond”), it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax Exempt Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax Exempt Bonds and that no use of the proceeds of the Tax Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax Exempt Bonds would have caused the Tax Exempt Bonds to be “arbitrage bonds”, as defined in Section 148 of the Code, and to that end the City hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax Exempt Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or other tax-exempt obligations issued by or on behalf of the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Projects will be the City’s general fund, water and sewer fund, storm water fund, parking system fund and/or hospitality fee account, as may be applicable to the type of Expenditure and otherwise permitted under South Carolina law. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 22. Notes Issued in Anticipation of Bonds. Pursuant to the BAN Act, pending the sale and issuance of the Bonds, the Council hereby authorizes the issuance of general

obligation bond anticipation notes, in one or more series, in an aggregate amount not to exceed \$8,135,000 (the "Notes") for any of the purposes set forth in Section 2(l) herein and for costs of issuance of the Notes. In the event Notes are issued, (a) for the payment of principal of and interest, if necessary, on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds and the full faith, credit and taxing power of the City and (b) pending the issuance of the sale of the Bonds, the Council may determine it to be in the best interest of the City to refund or renew the outstanding Notes and, therefore, (1) the Council may authorize the Notes to be refunded or renewed and such authorization to be effected by a resolution of Council incorporating the terms of this Ordinance and (2) the principal amount of such refunded or renewed Notes may be increased by an amount sufficient to reflect interest owed and costs of issuance.

The City, at its option, may also utilize any other funds available therefore for the payment of the principal of and interest on the Notes. The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine or otherwise take the actions described below: (a) the original issue date and aggregate principal amount of the Notes; (b) the date, time and method of sale (which may be by public or, as permitted by the BAN Act, negotiation) of the Notes; (c) the maturity date and redemption provisions (if any) of the Notes (provided, that the maximum redemption premium may not exceed 0.5%); (d) the form of the Notes; (e) such other details of the Notes as may be deemed advisable; (f) receive bids on behalf of the City and award the sale of the Notes to the lowest bidder therefor, in accordance with the terms of the Notice of Sale for the Notes; and (g) negotiate and execute all other contracts which may be necessary or required in connection with the issuance of the Notes. Unless the context requires otherwise, the authorizations provided in the Ordinance with respect to the Bonds or the issuance, sale, execution and delivery thereof (including the provisions of Section 21 hereof) shall also apply with respect to any Notes issued in anticipation thereof.

SECTION 23. Miscellaneous. The Council hereby authorizes the Mayor, City Manager, City Clerk, Assistant City Manager for Finance and Economic Services and City Attorney to execute such documents and instruments as may be necessary to effect the issuance of the Notes and the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, with the assistance of the Financial Advisor, are hereby authorized to negotiate the terms of, and execute in the name and on behalf of the City, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Notes and the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 24. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes and the Bonds are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its enactment.

[Signature page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2017.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading:
Second Reading:

[Signature page]

SCHEDULE I**LIST OF PROJECTS**

The projects to be funded with the proceeds of the Bonds (the “Projects”) include any or all of the following:

1. Acquisition, by construction or purchase, renovation and installation and equipment of certain improvements and other expenditures located or to be located on or relating to the approximately 181-acre tract of land, the main entrance to which is marked by the intersection of Elmwood Avenue and Bull Street, which has been historically used and dedicated to the treatment of the mentally ill by the South Carolina Department of Mental Health (generally known as the “Bull Street Campus”), more particularly consisting of road construction, paving, storm drainage, stormwater ponds and/or improvements (including parking facilities); water and sewer infrastructure and other utilities; landscaping, lighting, earthwork and erosion control, asbestos abatement and demolition and site clearing; stream daylighting and/or restoration; and development of parks, plazas, ponds and land acquisition related to the foregoing.

The maximum principal amount of the Bonds, the proceeds of which will be used to finance the costs of the Projects and other purposes described in this Ordinance is \$8,135,000.

EXHIBIT A**FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT**

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of _____, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report,

Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Finance Director or his designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$_____ General Obligation Bonds, Series _____ as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of

subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, _____. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. “Principal and interest payment delinquencies;”
 - 2. “Non-Payment related defaults, if material;”
 - 3. “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - 4. “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - 5. “Substitution of credit or liquidity providers, or their failure to perform;”
 - 6. “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - 7. “Modifications to rights of securities holders, if material;”
 - 8. “Bond calls, if material;”
 - 9. “Defeasances;”
 - 10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - 11. “Rating changes;”
 - 12. “Tender offers;”
 - 13. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - 14. “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - 15. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 - 1. “amendment to continuing disclosure undertaking;”
 - 2. “change in obligated person;”
 - 3. “notice to investors pursuant to bond documents;”
 - 4. “certain communications from the Internal Revenue Service;”
 - 5. “secondary market purchases;”
 - 6. “bid for auction rate or other securities;”
 - 7. “capital or other financing plan;”
 - 8. “litigation/enforcement action;”
 - 9. “change of tender agent, remarketing agent, or other on-going party;”
 - 10. “derivative or other similar transaction;” and
 - 11. “other event-based disclosures;”
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 - 1. “quarterly/monthly financial information;”
 - 2. “change in fiscal year/timing of annual disclosure;”
 - 3. “change in accounting standard;”
 - 4. “interim/additional financial information/operating data;”
 - 5. “budget;”
 - 6. “investment/debt/financial policy;”
 - 7. “information provided to rating agency, credit/liquidity provider or other third

party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

(1) Financial information relating to the City's General Fund revenues and expenditures for the previous fiscal year, prepared substantially in the form of and updating the table of the Official Statement under the heading, "FINANCIAL INFORMATION—General Fund – Five-Year Summary."

(2) Information concerning the City's budget for the fiscal year in which the Annual Report is issued, prepared substantially in the form of the summary shown in the Official Statement under the heading, "FINANCIAL INFORMATION—General Fund Budget."

(3) Information concerning the assessed value of taxable real and personal property in the City for the previous fiscal year and, if available from the office of the Auditor of Richland County and Lexington County, an estimate for the fiscal year in which the Annual Report is issued, prepared substantially in the form of and updating the tables shown in the Official Statement under the heading, "TAX INFORMATION—Assessed Value of Taxable Property."

(4) (A) Information concerning the *ad valorem* property taxes collected for the City for the previous fiscal year prepared substantially in the form of and updating the table shown in the Official Statement under the heading, "TAX INFORMATION—Tax Collections"; and (B) information concerning the ten largest taxpayers in the City and the amounts of City taxes paid during the previous fiscal year, prepared substantially in the form of the table shown in the Official Statement under the heading, "TAX INFORMATION — Ten Largest Taxpayers."

(5) Information showing the legal debt limit of the City as of June 30 of the previous fiscal year, substantially in the form shown in the Official Statement under the heading, "DEBT STRUCTURE — Legal Debt Limit of the City," and (ii) information

showing the outstanding indebtedness of the City, including long-term lease obligations and other long-term liabilities, as of June 30 of the previous fiscal year, substantially in the form of and updating the table and information in the Official Statement under the heading, “DEBT STRUCTURE–Outstanding Indebtedness – Description of General Obligation Indebtedness by Issue – Capital Lease Obligations – Other City Debt,” and the composite debt service table in the Official Statement under the heading, “DEBT STRUCTURE – Composite Debt Service.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to

which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to

that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to

be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

City of Columbia, South Carolina, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) same
Name of Bond Issue: \$_____ General Obligation Bonds, Series _____
Date of Issuance: _____, _____
Date of Official Statement _____, _____

CUSIP Number: _____

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
 Obligated Person(s) same
 Name of Bond Issue: \$_____ General Obligation Bonds, Series _____
 Date of Issuance: _____, _____
 Date of Official Statement _____, _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
 as Disclosure Dissemination Agent,
 on behalf of the Issuer

By: _____
 Name: _____
 Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1 EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. ☐ "Principal and interest payment delinquencies;"
2. ☐ "Non-Payment related defaults, if material;"
3. ☐ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ☐ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ☐ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ☐ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ☐ "Modifications to rights of securities holders, if material;"
8. ☐ "Bond calls, if material;"
9. ☐ "Defeasances;"
10. ☐ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ☐ "Rating changes;"
12. ☐ "Tender offers;"
13. ☐ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. ☐ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. ☐ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

EXHIBIT C-1
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

EXHIBIT C-1
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ "quarterly/monthly financial information;"
2. _____ "change in fiscal year/timing of annual disclosure;"
3. _____ "change in accounting standard;"
4. _____ "interim/additional financial information/operating data;"
5. _____ "budget;"
6. _____ "investment/debt/financial policy;"
7. _____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. _____ "consultant reports;" and
9. _____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2017-016 - Granting a Franchise to Lucky Hot Dog Cart with Hot Fire Kitchen for operation of a stationary sidewalk vending cart in the mid-block pad near 1423 Main Street

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-016 Lucky Hot Dog-Hot Fire Kitchen MBP 1423 Main (PDF)

ORDINANCE NO.: 2017-016

Granting a Franchise to Lucky Hot Dog Cart with Hot Fire Kitchen for operation of a stationary sidewalk vending cart in the mid-block pad near 1423 Main Street

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Lucky Hot Dog Cart with Hot Fire Kitchen is granted a franchise for the operation of a stationary sidewalk vending cart in the mid-block pad near 1423 Main Street for a period of one (1) year from the date of enactment hereof.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA

Business License

1136 Washington Street | P.O. Box 147 Columbia, South Carolina 29217
Phone: 803-545-3345 Fax: 803-988-8025

BUSINESS LICENSE DIVISION

DATE: January 17, 2017

TO: Honorable Mayor and City Council Members

FROM: Roger Myers, Business License Administrator/*um*

CC: Brian Cook, Zoning Administrator

RE: **STAFF RECOMMENDATION for
Lucky Hot Dog Cart with Hot Fire Kitchen
MBP near 1423 Main St
PRE-APPROVED LOCATION**

Laurence Beall and Rhonda Parnell, the applicant, requests permission to establish operation of a hot dog stand in the MBP near 1423 Main Street. The applicant sells hot dogs, BBQ Sandwiches, Baked Beans, chips, soft drinks and bottled water. This location, with an approved resolution will be approved for items on List "A", "B" & "C". A copy of the application is attached for your information.

This location meets the distancing requirements of Section 11-258 regarding sidewalk vending locations.

Staff recommends approval subject to review and approval of evidence of insurance and of compliance with health and fire codes (§11-257).



SIDEWALK VENDING



FRANCHISE APPLICATION CITY OF COLUMBIA BUSINESS LICENSE DIVISION

P O Box 147 • 1136 Washington Street, Columbia, SC 29217 • 803-545-3345

PLEASE ATTACH ADDITIONAL INFORMATION IF YOU DO NOT HAVE ENOUGH ROOM!

DATE	MONTH	9	DAY	2	YEAR	2016
REQUESTED VENDING LOCATION	NUMBER	MBP NEAR 1423 MAIN ST.				
	DESCRIPTION					
OWNER INFORMATION	NAME	LAURENCE BEALL				
	ADDRESS	515 BEECHWOODS DR LEXINGTON SC 29072				
	TEL	803-8771231	FAX		E-Mail	LBEALL@SC-RA.COM
CONTACT INFORMATION <i>If different from above</i>	NAME	(SAME)				
	ADDRESS	(SAME)				
	TEL	(SAME)				
LOCATION OF OFF-STREET STORAGE FACILITY	515 BEECHWOODS DR LEXINGTON SC 29072	DESCRIPTION (Garage, rental storage, etc.)	GARAGE + COMMUNITY FOR "HOT FIRE KITCHEN"			
METHOD AND ROUTE FOR TRANSPORTING CART TO VENDING LOCATION	HOT DOG CART WILL BE TOWED TO LOCATION BY PICKUP TRUCK. ROUTE IS BEECHWOODS DR > OLD CHEROKEE > RT 315 > GERVAIS > HUGER > HAMPTON > MAIN TO 1423 MAIN ST					
DESCRIPTION OF VENDING CART <i>-Include how cart is powered/food cooked</i>	YOU ALSO MUST SUBMIT A PHOTOGRAPH AND/OR DRAWING OF VENDING CART!					
	PROPANE POWERED "CATERING PRO by BENS CARTS" - SEE ATTACHED -					
DESCRIPTION OF FOOD, BEVERAGES, AND MERCHANDISE BEING SOLD	HOT DOGS, BBQ SANDWICHES + COLD DRINKS (AND AROMATIC)					
	- SEE ATTACHED MENU -					
DESCRIPTION OF OUTSIDE OWNERSHIP INTERESTS <i>If any; e.g. Partners or Stockholders</i>	N/A					
ADDITIONAL INFORMATION <i>e.g. to demonstrate financial ability to perform conditions of franchise</i>	CASH RESERVES + CREDIT ARE MORE THAN ADEQUATE					
I, as a business owner or authorized owner representative, confirm to the best of my knowledge that the information contained on this application is accurate.						
SIGNATURE:	L Beall		RELATIONSHIP TO OWNER: owner			
FOR STAFF USE	INVOICE#		AUTHORIZED BY			

VENDORS AT FESTIVALS OR PUBLIC EVENTS ARE NOT REQUIRED TO OBTAIN A VENDING FRANCHISE, BUT MAY STILL REQUIRE A BUSINESS LICENSE.

PLEASE CONTACT THE BUSINESS LICENSE DIVISION AT 803.545.3345 FOR MORE INFORMATION.

DISTANCING REQUIREMENTS FOR SIDEWALK VENDING FRANCHISES

Note: this information is not comprehensive; please consult the Business License Ordinance Chapter 11-251 through 11-262 for more information

- Your cart must meet MINIMUM distancing requirements in order to be approved. Your cart must be greater than:
 - ☐ 50 feet from principal public entrance to a food service business not owned by vendor;
 - ☐ 10 feet from an entrance to any building;
 - ☐ 50 feet from driveway to Police or Fire Station;
 - ☐ 25 feet from any other driveway;
 - ☐ 25 feet from any bus stop sign.
- Your cart must not obstruct sight clearance at intersections.
- Your cart must not obstruct pedestrian traffic. Must provide 4 feet clear passageway for pedestrians at all times!

Layout for Proposed Project

Show proposed cart location.
Include existing structures, sidewalk, and curb.
Please include dimensions!!

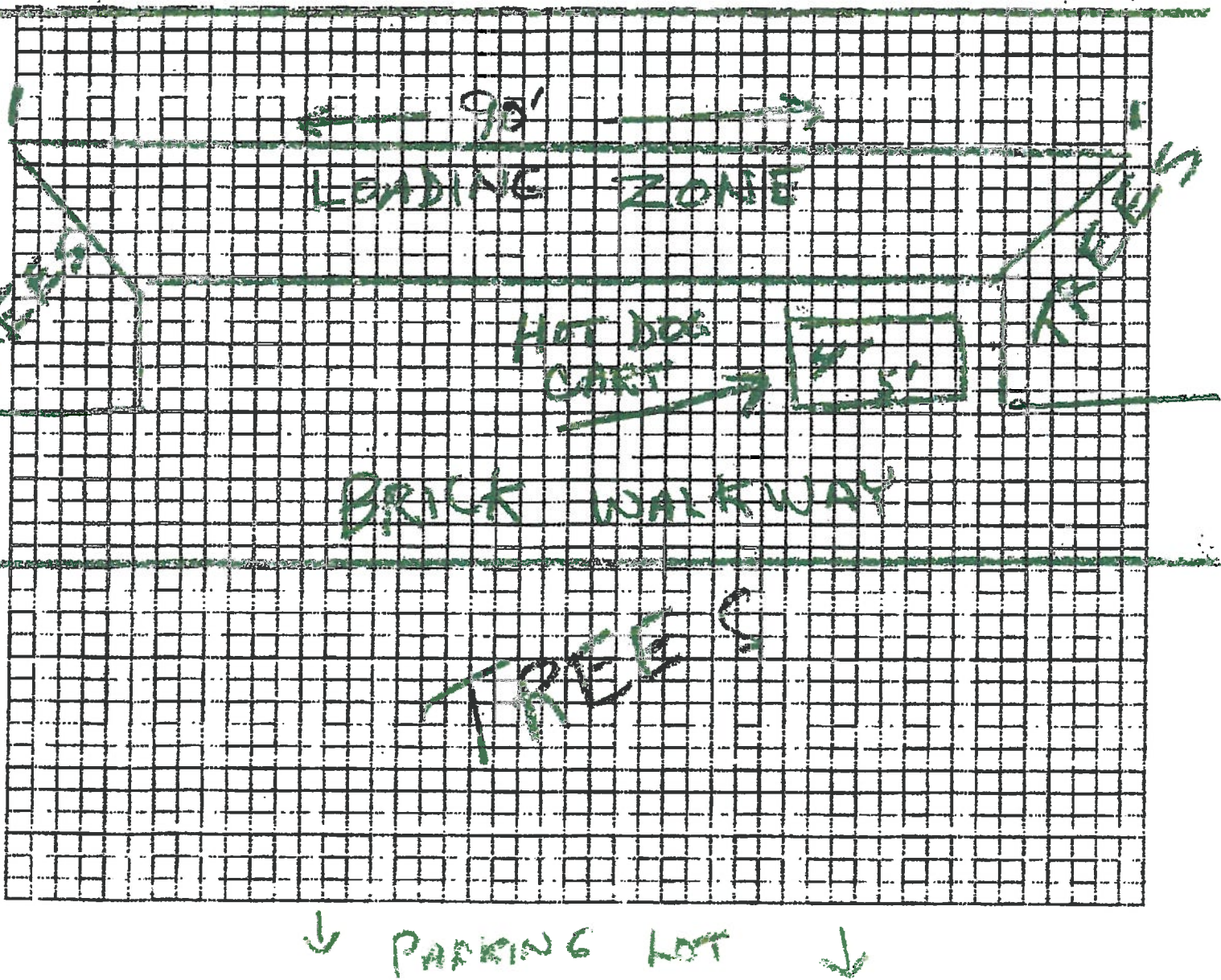


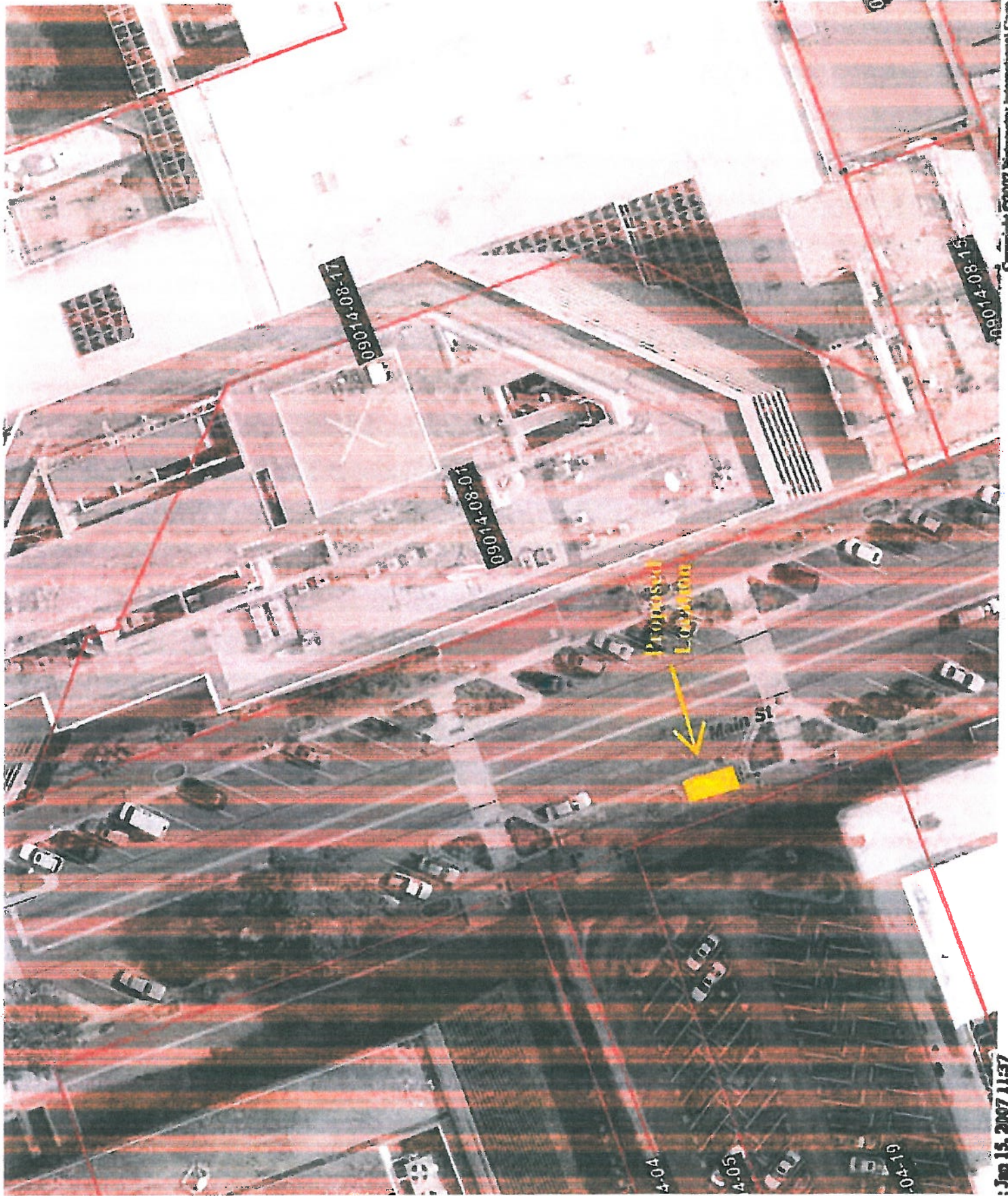
PLACE NORTH
ARROW HERE

Each square represents _____ feet.

ADDRESS 1423 MAIN ST

DATE: 2/10/16



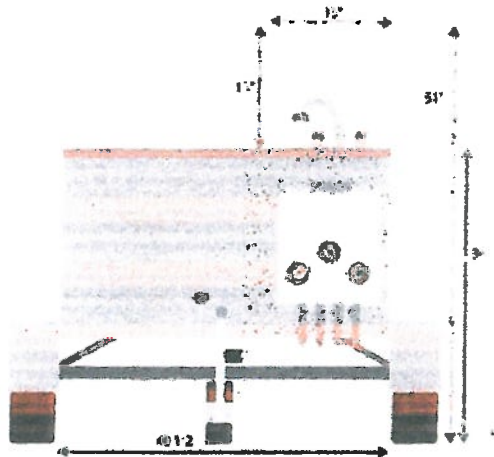




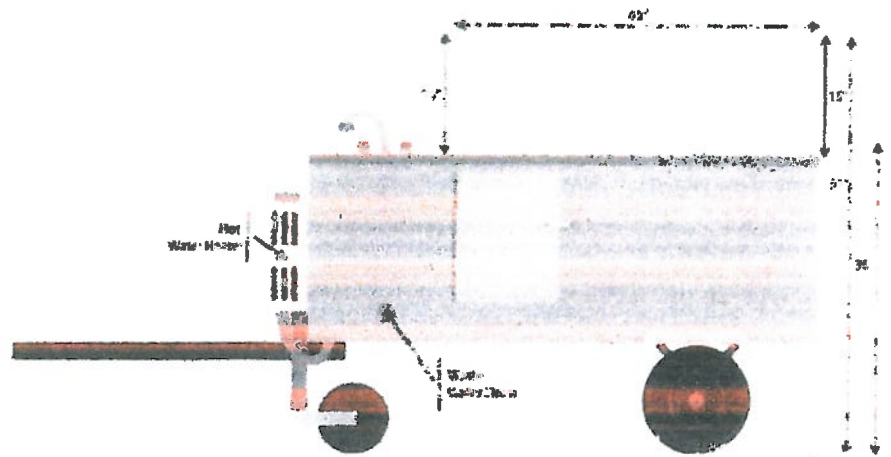
CATER PRO CAR

Detail View

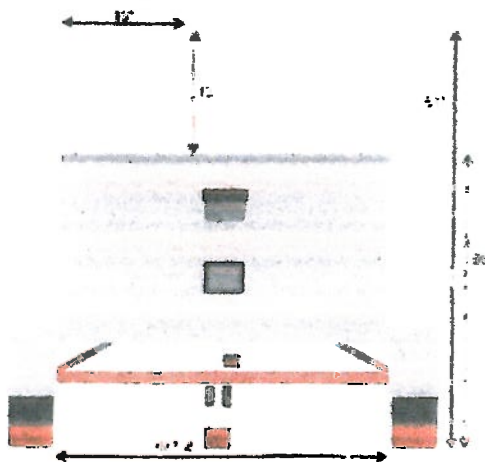
Front View



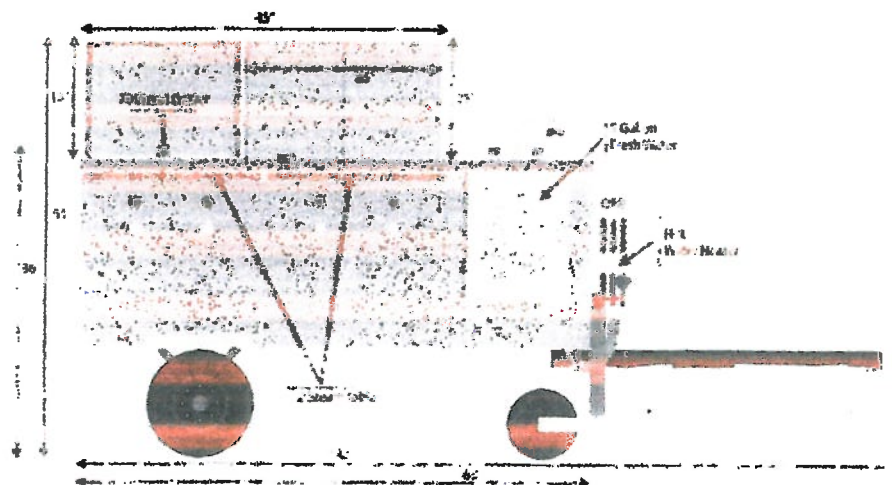
Right View

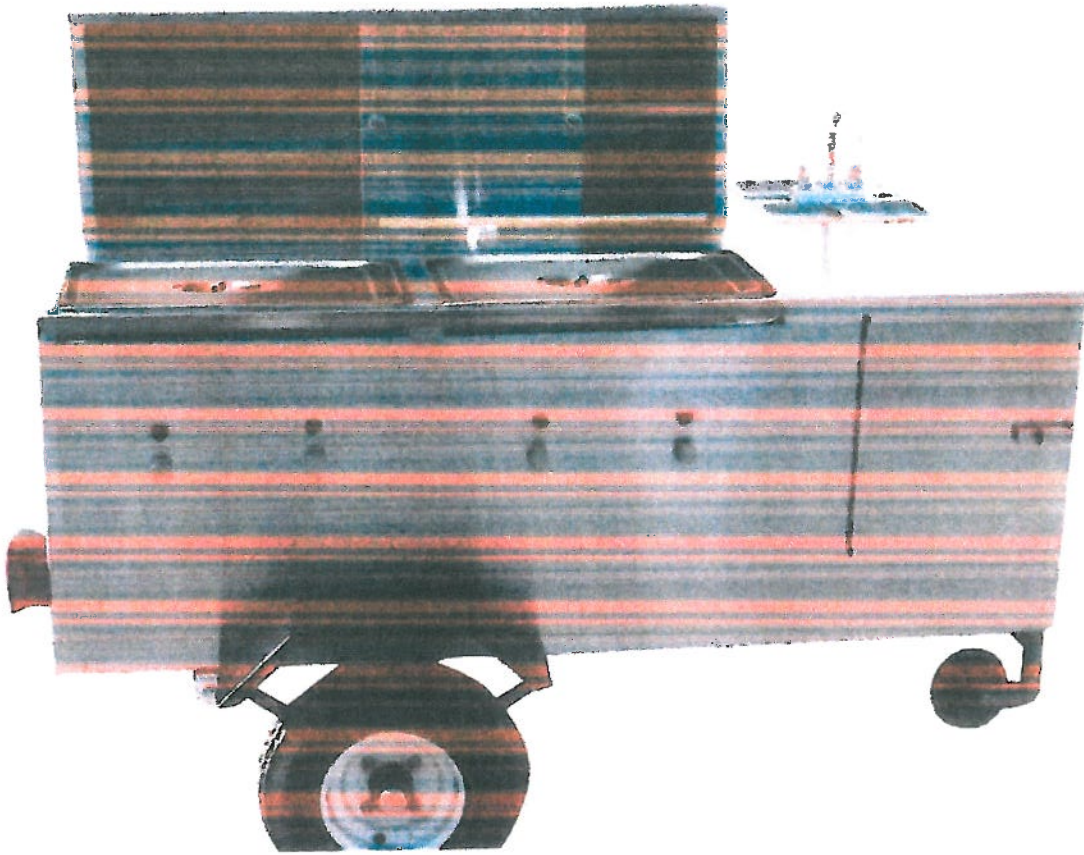


Back View



Left View







CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/09/2016

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

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

PRODUCER Veracity Insurance Solutions, LLC. 280 South 2500 West, Suite 303 Pleasant Grove UT 84062		CONTACT NAME: FLIP Program Support PHONE (AC, HQ, etc.): (888) 568-0548 FAX (AC, HQ, etc.): E-MAIL: Info@flipprogram.com ADDRESS:	
INSURED HOT FIRE KITCHEN, DBA LUCKY'S 515 BEECHWOODS DRIVE LEXINGTON, SC 28072		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Co. NAIC # 26832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
FORM NO.	TYPE OF INSURANCE	TAKEN FROM (YEAR / MO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	X	PL3843165-F014995	03/08/2016	03/08/2017	EACH OCCURRENCE \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					DAMAGE TO HERITED PRELIMINARIES (See endorsement) \$ 300,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	☐ UNDERSEA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per one person) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? ☐ YES ☒ NO If yes, describe under DESCRIPTION OF OPERATIONS below.					WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder had been added as additional insured regarding the above mentioned policy per attached
 Additional Insured - Designated Person or Organization (CG20 28, ED. 04 13)

CERTIFICATE HOLDER CITY OF COLUMBIA SC 1423 MAIN STREET COLUMBIA SC 29201		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **Resolution No: R-2017-028 Adopting and incorporating the Local Business Enterprise Preference Policy into the City Procurement Regulations**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Grow opportunities for entrepreneurship**

The Columbia-Newberry Combined Statistical Area (CSA) has been updated to include Orangeburg County. This resolution is updating the Local Business Enterprise policy to add Orangeburg County as well.

ATTACHMENTS:

- **#a:** R-2017-028 adopt 2017 Revised LBE Policy with counties (PDF)

RESOLUTION R-2017-028

*Adopting and incorporating the Local Business Enterprise Preference Policy
into the City Procurement Regulations*

BE IT RESOLVED this ____ day of _____, 2017, that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt and incorporate into the City Procurement Regulations as official City policy the Local Business Enterprise Preference Policy attached hereto. This policy replaces and supersedes all previous Local Business Enterprise Preference policies of the City or its departments.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Janne J. Lisowski
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

Together we will build a world-class city

City of Columbia, SC:

Local Business Enterprise Preference Policy

1.13 (c) Local Business Enterprise Preferences

(1) Scope and Exclusions: This Local Business Enterprise (“LBE”) Preference Program shall apply to any procurement valued at \$5,000 not to exceed \$25,000 (Informal Procurements) **and/or** any City contract procured through a competitively sealed bid process, also known as Invitation for Bids (IFB’s), Request for Proposal (RFP) or certain Request of Qualifications (RFQs) wherein the contract value is estimated by the City to be in excess of \$25,000 (Formal Procurements) and is not procured pursuant to State or Federal guidelines that prohibit or restrict local preferences of this kind.

The LBE Preference Program shall not apply to the following:

- Cooperative Purchases
- Reverse Auctions
- State Contract Purchases
- Pre-qualification process on all RFQs

(2) Definitions: The following definitions shall apply to the terms of this Local Business Enterprise Preference Policy:

a. Columbia-Orangeburg-Newberry Combined Statistical Area (“CSA”) – The Columbia-Newberry Combined Statistical Area (“CSA”) is presently defined as ~~seven~~-**eight** (78) counties in central South Carolina including Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, **Orangeburg County**, and Newberry County. A CSA is a designation that the U.S. government uses to refer to a region that, broadly speaking, consists of a city and its suburbs, plus any surrounding communities that are closely linked to the city because of social and/or economic factors. The CSA represents multiple metropolitan or micropolitan statistical areas that have a moderate degree of employment interchange. Definition of the CSA is the responsibility of the Office of Management and Budget (OMB), and as such, this definition may be modified from time to time. (OMB Directive 09-01; Executive Order No. 10253 (June 11, 1951)).

b. Control - The authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

c. Independently Owned and Operated – Ownership of an LBE firm must be direct, independent, and by individuals and/or other businesses, provided the ownership interests that control the LBE firm can satisfy the LBE eligibility requirements for ownership and control as specified herein in Sections (c) (2) b and c. The LBE firm must satisfy the eligibility requirements for LBE Certification.

d. Local Business Enterprise (“LBE”) – A Local Business Enterprise is a business firm that is in good standing with the State of South Carolina, City of Columbia regarding its payment of taxes and required business licenses, is independently owned and operated within the Columbia - **Orangeburg** - Newberry Combined Statistical Area (“CSA”) and has maintained a Significant Business Presence within the CSA for at least one (1) year prior to being certified by the LBE Compliance Staff. The LBE Compliance Staff shall establish documentation requirements and certification eligibility standards for LBE firms that are consistent with the terms of this policy. The LBE Compliance Staff shall also review the status of certified LBE firms for purposes of certification renewal, at least once every four (4) years.

e. Significant Business Presence – To qualify for this Local Business Enterprise, an LBE must be operated out of a physical office located in the CSA, and have a significant business presence for at least one (1) year within the CSA, defined as: an established place of business in one or more of the **seven eight** (78) counties that make up the Columbia-**Orangeburg** -Newberry Combined Statistical Area (CSA), from which no less than 50% of its full-time, part-time and contract employees are regularly domiciled, and from which a substantial role in the performance of the City contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

(3) Price Preference (Informal Procurements): For the purpose of determining the lowest responsible and responsive bidder on any informal procurement valued between \$5,000 and not to exceed \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid up to 5% of the actual bid amount. If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, the LBE bidder shall be offered the opportunity to accept the award at the same dollar amount bid by the lowest non-LBE bidder.

(4) Price Preference (Formal Procurement): For the purpose of determining the lowest responsible and responsive bidder on any qualifying contract valued above \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid by up to 5% of its actual bid amount (up to a maximum dollar value not to exceed \$500,000). If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, then the LBE bidder shall be offered the opportunity to accept the contract award at the same dollar amount bid by the lowest non-LBE bidder.

(5) Evaluation Preference for Professional Services (excluding Architectural & Engineering Services): For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors other than price are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror's

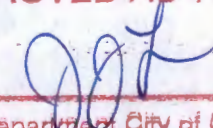
proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required.

(6) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFQ: For the purpose of ranking certain RFQs for A&E Services in which solicitations contain a proposal component wherein factors other than price are also taken into consideration, the City shall evaluate any A&E proposal received by an LBE during the RFQ/proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(7) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFP: For the purpose of ranking RFPs for A&E Services, the City shall evaluate any A&E proposal received by an LBE during the RFP proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(8) Program Administration: Each City contracting department shall be responsible for the application of this Local Business Enterprise Preference Policy to appropriate contracts, for including appropriate language regarding application of the LBE Preference in bid solicitations and Requests for Proposals, and for awarding contracts in a manner that is consistent with this policy. The LBE Compliance Staff shall be responsible for establishing certification applications, procedures, and standards for the certification of LBE firms. The LBE Compliance Staff shall also be responsible for reviewing all documentation submitted by applicants for LBE certification and re-certification and also making determinations regarding de-certification of firms as Local Business Enterprises. The LBE Compliance Staff shall maintain an accurate and up-to-date directory of certified LBE firms and share it with the City contracting departments, and indicate such status in a firm's registration within the City's centralized bidder registration system. Only firms that have been certified as LBE's prior to the time of bid or proposal opening shall be eligible for local preference consideration.

APPROVED AS TO FORM


Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of one (1) Speed Hump on Wayne Street, as requested by the Traffic Engineering Division.

PRESENTER: Robert Anderson

FINANCIAL IMPACT: The Fire Department and Police Department have reviewed and approved the proposed location.

ATTACHMENTS:

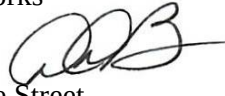
- **#a:** Wayne Street Speed Hump Memo.pdf (PDF)
- **#b:** Wayne Street Speed Hump Map (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

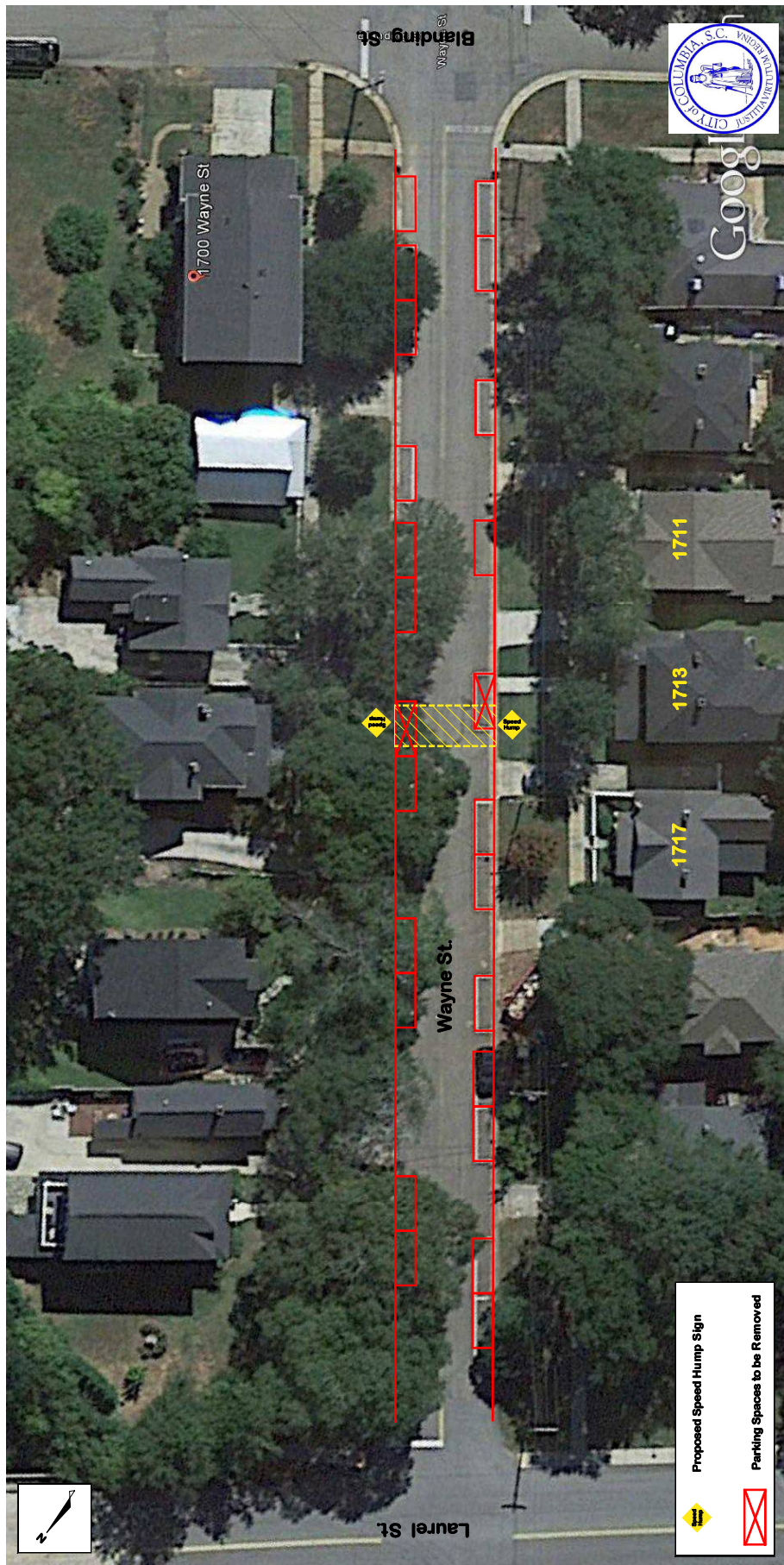
INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – 1700 Block of Wayne Street
DATE: February 8, 2017

In response to a request from the Arsenal Hill Neighborhood, traffic volume/speed surveys were conducted on the 1700 block of Wayne Street relative to the need for additional traffic control.

Wayne Street in this area is a two-lane residential street, owned and maintained by the City of Columbia. Due to its location in the downtown grid, the neighborhood experiences a significant amount of through traffic, particularly during morning and afternoon peak traffic periods.

Based on the traffic surveys, the residents have requested installation of a speed hump at the location shown on the attached map. The proposed locations for the associated warning signs and the removal of two parking spaces are also shown, and these have been reviewed by the residents. The Police and Fire Departments have also reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with installation.





We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of two (2) Speed Humps and one (1) raised crosswalk on Randall Avenue, as requested by Traffic Engineering Division.

PRESENTER: Robert Anderson

FINANCIAL IMPACT: The Fire Department and Police Department have reviewed and approved the proposed location.

ATTACHMENTS:

- **#a:** Randall Avenue Speed Humps to CC(PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Randall Avenue
DATE: February 27, 2017

In response to a request from residents of Randall Avenue, the attached drawing was prepared showing improvements in the area between Ashley Street and Colleton Street.

Randall Avenue is a two-lane residential street, owned and maintained by the City of Columbia. Due to its function of carrying traffic from multiple apartment units out to N. Main Street, the neighborhood experiences a significant amount of through traffic.

Based on our review, the residents have requested installation of two speed humps and a raised crosswalk at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have also reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with installation.





ISSUED BY: **CLARENCE**

APPROVED BY: _____

CITY OF COLUMBIA



TRAFFIC ENGINEERING
 COLUMBIA, SOUTH CAROLINA 29201
 (803) 546-3850

PROJECT TITLE:
**RANDALL AVENUE
SPEED LIMITS AND CROSSWALKS**

SHEET TITLE:
LOCATIONS

DATE: **11/19/2015**

REVISIONS:

NO.	DESCRIPTION	DATE

DRAWING INFORMATION:

DESIGNED BY: _____

DRAWN BY: **SMW**

BOOK NO.: _____

DATE: **06/22/2015**

PROJECT NO.: _____

SHEET NO.: _____

01 OF 01



We Are Columbia

MEETING DATE: March 7, 2017

DEPARTMENT: Traffic Engineering

FROM: David Brewer,

SUBJECT: Council is asked to approve the Installation of three (3) additional street lights in the Belvedere Neighborhood, as requested by the Traffic Engineering Division.

PRESENTER: Robert Anderson

FINANCIAL IMPACT: The total amount for this project is \$356.76 and the year-to-date total expenditure is \$3,289.08.

ORIGINAL BUDGET: \$2,200,000.00

Neighborhood	Existing Lights	Requested Lights	Current Annual Lease Cost	Project Request Total	Total Year To Date
Garden Drive	2	3	\$237.84	\$356.76	\$3,289.08

ATTACHMENTS:

- **#a:** Lighting Request Documentation 02-20-17 (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

17-06

Status:

Pending

Requested By Robert Pindar
Date Requested 2/2/2017
Neighborhood Belvedere
Map Attached ☒

Inventory Performed By JH
Date Inventory Performed 2/2/2017

Insufficient Number of Lights	☒		
Tree Canopy Issues	☒	Date Canopy Addressed	2/2/2017
Bulbs Burned Out	☐	Date Bulbs Addressed	

Existing Number of Lights 150 HPS 2 400 HPS 0

Current Yearly Lease Cost \$237.84

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	3	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$356.76	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

3

PROJECT REQUEST TOTAL

\$356.76

YTD Additions to Budget \$3,289.08

YTD Lights Added 19

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

