



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 3, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, May 3, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **5661**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Joe E. Taylor, Jr., 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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the March 8, 2022 Work Session, March 15, 2022 Council Meeting, and April 19, 2022 Council Meeting Minutes.

PRESENTATIONS

2. National Bike Month and Bicycle Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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3. National Historic Preservation Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

2022 Mabel Payne Historic Preservation Award - Ms. Amy Moore, Principal Planner for the Planning and Development Services Department

4. Asian American and Pacific Islander Heritage Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

5. 2022 Small Business Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

CONSENT AGENDA ITEMS 6 THROUGH 13

6. Council is asked to approve a Contract to Purchase Two 2022 Dodge Ram 1500 Quad-Cab 4X4 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division on March 31, 2022. Award to Performance Automotive Group, dba Performance Chrysler, Dodge, Jeep, Ram using the SC State Contract in the amount of \$72,666.00. The vendor is located in Clinton, NC.

Funding Source: Utilities Metro Wastewater Treatment Plant - Autos, Trucks, Heavy Equipment - Capital (5516208-658500). The original budget amount is \$72,666.00.

7. Council is asked to approve a Contract to Purchase a Vacuum Truck with Trailer Mounted Jetter and Accessories for the Wastewater Maintenance Division, as requested by the Fleet Services Division on March 14, 2022. Award to Carolina Tractor and Equipment / Southern Vac, using the North Carolina Sheriffs' Association Heavy Equipment Procurement Program Cooperative Contract in the amount of \$82,350.00. The vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance - Machinery and Equipment Capital (5516205-658300). The original budget amount is \$82,350.00.

8. Council is asked to approve a Contract to Purchase 28 Getac Toughbooks, as requested by the Columbia Police Department on March 23, 2022. Award to Synnex Corporation, using the General Services Administration Multiple Award Schedule Cooperative Contract in the amount of \$131,202.59. The vendor is located in Greenville, SC.

Funding Source: U.S. Department of Justice Grant - Coronavirus Emergency Supplemental Funding Program - Computer Equipment, Hardware & Peripherals (2659999-9231000021-627500). The original budget amount is \$134,487.49.



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9. Council is asked to approve an Agreement for Consulting Services for the Assembly Street Railroad Separation Project, as requested by the City Manager's Office. Award to the South Carolina Department of Transportation (SCDOT) in the amount of \$100,000.00.

Funding Source: City Manager's Office - Special Contracts (1011102-638500). The original budget amount is \$100,000.00.

10. Council is asked to approve a Contract for Project SS7502; Summerlea Drive Sewer Replacement, as requested by Columbia Water on November 22, 2021. Award to AAA Utility and Construction, LLC in an amount not to exceed \$1,037,618.65, which includes contingency. The firm is located in Columbia, SC.

Funding Source: FEMA (2539999-SS750201-638400). The original budget amount is \$1,037,618.65.

AAA Utility and Construction, LLC is the prime contractor and will provide sewer replacement services at 58.77% (\$554,416.68) of the total contract amount.

The following subcontractor will provide additional services:

Eargle's Hauling & Landscaping, a Minority Business Enterprise of Columbia, SC, will provide grading and site work services at 41.23% (\$388,873.00) of the total contract amount.

11. Ordinance No.: 2022-029 - Granting an encroachment to Lafaye Homes for the use of the right of way area of the 1000 block of Bryan Street and the 2200 block of Clark Street for the installation and maintenance of sidewalks, landscaping, and irrigation adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, Richland County TMS#09012-10-16, 09012-10-32, 09012-10-33 and 09012-10-34

First reading approval was given on April 19, 2022.

12. Ordinance No.: 2022-030 - Granting an encroachment to GSM Properties, LLC, for the use of the right of way area of the 1200 block of Taylor Street for the installation and maintenance of brick pavers and concrete sidewalks, landscaping, irrigation and a suspended pavement system to support the new landscaping adjacent to 1216 and 1218 Taylor Street, Richland County TMS# 09014-09-03 and 09014-09-04

First reading approval was given on April 19, 2022.



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13. Ordinance No.: 2022-031 - Granting an encroachment to TownPark at BullStreet, LLC, for the use of the right of way area of the 30 block of Fig Street for the installation and maintenance of two landings adjacent to two new residences under construction at 32 and 34 Townpark Circle, Richland County TMS# 11404-09-10 and 11404-09-11

First reading approval was given on April 19, 2022.

ORDINANCES - FIRST READING

14. Ordinance No.: 2022-013 - Granting an encroachment to Mungo Homes Properties, LLC and Eastfair Development, LLC for the use of the right of way areas of the 500 Block of Eastfair Drive, 600 Block of Legacy Park Court and 1400 Block of Sandra Drive, adjacent to 635, 636, and 652 Legacy Park Court, and 1445 Sandra Drive for the installation and maintenance of guest parking spaces, Richland County TMS#19104-11-47, 19201-13-01, and 19201-13-23
15. Ordinance No.: 2022-034 - Authorizing the City Manager to execute a Reinstatement and Seventeenth Amendment to the Purchase Agreement between the City of Columbia and Bright-Meyers 2001, LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02
16. Ordinance No.: 2022-035 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8) Alcohol
17. Ordinance No.: 2022-036 - Granting an encroachment to Lee and Maple, LLC, for the use of the right of way area of the 2700 block of Lee Street for the installation and maintenance of four on-street parking spaces, two brick columns and sidewalks adjacent to 803 Maple Street, Richland County TMS#11316-03-04
18. Ordinance No.: 2022-047 - Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia **Addition**



We Are Columbia

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RESOLUTIONS

19. Resolution No.: R-2022-037 - Approval for Release and Abandonment of a Portion of an Existing City of Columbia Sanitary Sewer Easement for CIP Project #SS757 and CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project); 4519 Bellefield Lane; Richland County TMS#13914-01-15; CF#250-83B and CF#250-378
20. Resolution No.: R-2022-038 - Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia **Withdrawn**

EVENT RESOLUTION

21. Resolution No.: R-2022-033 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, and the eastern half block of the 1100 block of Washington Street on August 27, 2022 with a rain date contingency of September 3, 2022

APPOINTMENTS

22. Accommodations Tax Advisory Committee

There are currently three vacancies: two in lodging and one in hospitality. Council is also asked to reappoint Sandra Sims, Hal Stevenson, Joelle Ryan-Cook, and Edna Langley.

23. Climate Protection Action Committee

There are currently two vacancies for non-voting members.

24. Edventure Children's Museum

Council is asked to appoint one council member to serve on the board.

25. Historic Columbia Foundation

There is one vacancy for a citizen appointment and one vacancy for a council member appointment.

26. Hospitality Tax Advisory Committee

There are currently six vacancies: three at-large and three restaurateurs.



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27. Planning Commission

There are currently two vacancies.

28. Task Force to Prevent and End Homelessness

OTHER MATTERS

29. Council is asked to approve the Installation of One Speed Hump on Randolph Street, as requested by the Public Works Department.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

30. Council is asked to approve the Installation of Three Speed Humps on Howell Court, as requested by the Public Works Department.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

CITY MANAGER'S REPORT

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

PUBLIC INPUT

EXECUTIVE SESSION

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

Farrow Road Property

32. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

*Columbia Police Department
Municipal Court Judges*

ADJOURNMENT



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the March 8, 2022 Work Session, March 15, 2022 Council Meeting, and April 19, 2022 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** MN_03_08_2022_Revised (PDF)
- **#b:** MN_03_15_2022_Revised (PDF)
- **#c:** MN_04_19_2022 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 8, 2022

The Columbia City Council conducted a Work Session on Tuesday, March 8, 2022 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:11 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

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

CITY COUNCIL DISCUSSION

1. Overview of Boards and Commissions - Ms. Ashley Jenkins Wood, Office of the City Manager - *Received as information. No action was taken.*
 - Standing Committees of City Council

Mayor Rickenmann said there has been some confusion about referrals versus calling a committee meeting. We need to establish protocol on how we want to schedule meetings and how we want to utilize them. My hope is to use them as true working committees so that we can get through issues and advance the ball forward. We need to coordinate all meetings with the clerk to provide notice to the public and have staff available.

The consensus of Council is to allow Standing City Council Committees to meet at the discretion of the committee chair with the approval of at least one more committee member. The committee does not need to wait until a referral is made by Council. The date, time and location of each meeting will be coordinated with the City Clerk.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 8, 2022

- Special Committees, Task Forces, and Commissions of City Council
 - Staff Liaisons
 - Citizen Appointments

Ms. Ashley Jenkins Wood, Office of the City Manager explained that there are six City Council standing committees; nine special committees, task forces, and commissions; five land use boards; and 31 external boards and commissions. She reviewed the City Code that governs the boards and commissions. She discussed the staff liaisons assigned to the special committees and task forces. She provided a list of the committees available for citizen appointments.

Ms. Teresa Wilson, City Manager discussed housekeeping matters related to the committees. She emphasized that the Fort-Jackson Columbia Joint Committee and the Short-Term Rentals Ad-Hoc Committee still need a chair appointed. She reviewed the Council appointments made to the newly created special committees, task forces, and commissions. She discussed the special committees that need citizen appointments.

- Land Use Boards and External Boards and Commissions
 - Purpose, Composition, Bylaws, and Membership
 - Forecast of Vacancies for Second Quarter (April to June 2022)

Ms. Ashley Jenkins Wood, Office of the City Manager provided Council with the purpose, composition, by laws, governing documents, and a current membership list for each of the land use boards and external boards and commissions. She provided a list of the current vacancies and a forecast of vacancies from April to June of this year.

- Citizen Appointments and Vacancies

Ms. Teresa Wilson, City Manager highlighted the vacancies for the Board of Zoning Appeals (BOZA), Form Based Codes (FBC), Building Board of Adjustment and Appeals (BBAA), Design Development Review Commission (DDRC), and the Planning Commission.

Mayor Rickenmann noted that the Planning Commission has two vacancies due to a member having been reappointed more than the allowed terms. He asked if it is necessary to have FBC as a separate committee or is it something that BOZA can do in its current form.



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Ms. Krista Hampton, Planning and Development Services Director said legally it is not required except for it being requested in the development agreement for Bull Street. The FBC is only for anything with a form based code and the Bull Street PUD is the only form based code we have. It was established specifically for that development. It could go to BOZA. To change this, it will require the developer to agree since it is governed by state statute. It would require a renegotiation of that part of the development agreement. This is required to be reviewed every five years. We have about three years and we could renegotiate and amend the agreement.

The consensus of Council is to fill the vacancies needed for the Form Based Codes Committee and let it run its course until the next review of the development agreement. Then, we need to negotiate the abolishment of the Form Based Codes Committee and incorporate all form based codes into the Board of Zoning Appeals. Council agreed to reconstitute the Building Board of Adjustment and Appeals to be composed of five new members with three year terms. The bylaws of the Building Board of Adjustment and Appeals have to be adjusted and the vacancies need to be advertised.

Councilor Taylor asked staff if the BBAA is required by law. If it is not required by law, we can remove the committee and make it a staff appeals process.

Ms. Krista Hampton, Planning and Development Services Director said I believe it is a requirement of the International Property Maintenance Code but if it is not, I will come back with recommendations.

Councilor McDowell asked if the training process for individuals vetted and appointed to DDRC will need to be continued.

Ms. Krista Hampton, Planning and Development Services Director explained that state law has a mandatory six-hour training requirement for all land use board members and staff.

The consensus of Council is for staff to add the six-hour training requirement to all land use boards advertisement notices.

Ms. Teresa Wilson, City Manager highlighted the vacancies for the external boards and commissions.

Councilor Herbert asked how the City advertises vacancies and how can Council help in recruiting candidates.



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Ms. Ashley Jenkins Wood, Office of the City Manager said vacancies are advertised on the City of Columbia website via a press release from PR. We also send the press release to a list of outside agencies and leadership organizations. Now, we have Matchboard which will expand it even more. Matchboard is a streamlined online application portal that provides a single point of entry for applicants and management of the application process. It gives a comprehensive review of boards and commissions, appointments, and membership term limits. Matchboard allows citizens to create a profile and apply. They can apply for boards they are interested in but Matchboard also provides recommendations for other boards they potentially qualify to serve on. There is also an interface for staff and Council to be able to view information about each candidate.

- Enhancements to the Appointment Process

Ms. Ashley Jenkins Wood, Office of the City Manager said historically appointments have always been at Council's discretion. Council has always had the option to nominate anyone to any committee. Candidates can also send in the application. The application includes their name, address, age, interests, any related experience, and additional information they want to include. Council can still nominate and appoint a person they think is a great candidate. It is still necessary to complete the application because that is how we track appointments. We also keep applications for two years. If the applicant is not selected this time around, we review applications that we have on file when vacancies come up.

- Council Suggestions

The consensus of Council is to use both the application process and nominations by Council members to select individuals to be appointed. Nominations do not have to be restricted to the district the Council member represents. **Council will continue to adhere to district appointments where required and will review appointments for representation across the four districts.**

Mayor Rickenmann said as we continue to move forward we need to work through the list of external committees to make sure they are all relevant to today. We need to see if there are opportunities to merge committees together. We need a memo to include all external committees that have appointments available and include the process on how to apply so Council can send it out to potential candidates.

Councilor Taylor asked if there is an attendance policy for appointees.



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Ms. Ashley Jenkins Wood, Office of the City Manager said you can't miss three consecutive meetings. We receive meeting attendance lists and this information is also included in the recommendations we receive from external boards and commissions. Attendance is taken into account for reappointments.

2. American Rescue Plan Act Funding - Ms. Missy Caughman, Budget, Program Management, and Grants Director - *Received as information. No action was taken.*

Ms. Missy Caughman, Budget, Program Management, and Grants Director discussed the eligible uses for the State and Local Fiscal Recovery Funds (SLFRF). She reviewed the City's American Rescue Plan Act (ARPA) allocation in the amount of \$27,178,358. The funds are disbursed in two equal installments, a minimum of one year apart. The City received the first half of \$13.5 million in June 2021. The City also received HOME-ARP Funds in the amount of \$2,500,820. She addressed the City's goals for using ARPA funds. She reviewed the ARPA allocations that have been spent in this fiscal year and the proposed allocations for fiscal year 2022/2023. The priority categories for the allocations are public health, public safety, city projects and amenities, and neighborhoods and community investments.

Mayor Rickenmann said there should not be an allocation to the hospitality tax fund. That is money that can be put where we have a need. The hospitality tax fund has always been built on what is collected and that is what we need to distribute. We need to have further discussion regarding the parking fund. If it is a requirement because of bonding, then we have to address it but if not then we don't need to. We need to review each proposed allocation so we can start scheduling agenda items for the initiatives we all agree on. We have to look at what we can move forward today with the money we have received.

Councilor Taylor asked if there is any budget surplus that can be used instead of ARPA funds.

Councilor Herbert concurred with the Mayor and stated that time is of the essence. The process of spending the money can be lengthy and we need to move forward with the allocations we all have a consensus on.

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer said we need to keep in mind that we have only received the first installment of the ARPA funds. We do not know when or if we will get the other half. We can work on determining what can come out of ARPA funds and what can come out of surplus for this current year. In regards to the hospitality tax, we should be making our budget and meeting the obligations you all agreed on. If that is the case, that allocation can definitely be used for another project. This is the same case for the parking fund.



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The consensus of Council is to move forward with funding the public safety and public health initiatives. Council agreed to amend the current budget to allocate funds for the Pathways Unit.

3. HOME American Rescue Plan Act Funding - Ms. Gloria Saeed, Community Development Director - *Received as information. No action was taken.*

Ms. Gloria Saeed, Community Development Director said the goal for the HOME-ARP fund is to reduce homelessness and increase housing stability across the nation. The City of Columbia HOME-ARP allocation is \$2,500,820. She discussed the eligible activities and the qualifying populations. She reviewed the survey results received from organizations that help homeless individuals with housing and service needs. She presented the allocation plan which included the steps completed, in progress, and the final steps before submitting the plan to HUD. The target date to submit to HUD for review and approval is April 8, 2022.

Councilor Bussells said I have heard non-congregate shelter and supportive service activities are great needs. It is an evidence-based approach to provide stable housing and support for those experiencing mental health crises. It could also help build out some of our initiatives with CPD and public safety.

Councilor Brennan recommended the fund be used to provide low-interest loans to developers to provide residential type [housing] stock.

The consensus of Council is to use at least \$500,000 of the funding for supportive service activities for continued mental health and substance abuse prevention efforts in the homeless population and to use the rest of the funds to support stable shelter and housing. Council reserves the flexibility to amend the funds after input is received from the public comment period.

4. City Council Meeting Schedule - Ms. Teresa Wilson, City Manager - *Received as information. No action was taken.*

Ms. Teresa Wilson, City Manager discussed the schedule for budget workshops and the second part of the Council retreat.

The consensus of Council is to hold the second part of the Council retreat on April 27 and 28, 2022.



We Are Columbia

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EXECUTIVE SESSION

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 5:59 p.m. for the discussion of **item 5**.

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

- *Executive Management and Leasing, Inc.*

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 15, 2022

The Columbia City Council conducted a meeting on Tuesday, March 15, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:01 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable William Brennan, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore and The Honorable Aditi Bussells participated remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to adopt the agenda subject to adding Resolution R-2022-028 (*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 3, 2022*) to Event Resolutions as **Item 22**.

PUBLIC INPUT ON AGENDA ITEMS

Ms. Bernetha Moultrie, Greenview Community resident expressed her concerns regarding the repeals included in Ordinance 2022-020. We have experienced many problems dealing with gun violence in our community. In cooperation with the County Sheriff's Office, the Columbia Police Department, and with all of our community citizens, we have seen a decline in gun violence. There are still ongoing problems, but not as much as it has been in the past. She asked for clarification on why the ordinances are being repealed. She asked Council to keep the safety of citizens in mind.

Mayor Rickenmann said we are repealing these because when we passed the ghost guns and schools zone ordinances in 2019, we were sued by the state. Essentially, what it comes down to is we lost the case and now we can't enforce them. We have not been able to use any of these ordinances since 2019. There is a school zone state statute in place that does not allow anybody to have guns at school or on the property. We will continue to enforce that and ask for the maximum.



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The state preempts local legislation so we don't have any authority to go beyond what the state has.

APPROVAL OF MINUTES

1. Council is asked to approve the March 1, 2022 Council Meeting Minutes. – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the March 1, 2022 Council Meeting Minutes.

PRESENTATIONS

2. AmeriCorps Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the week of March 13-19, 2022 as AmeriCorps Week in the City of Columbia.

Ms. Deja Vaughn, MRC Operations Manager for United Way of the Midlands said I just want to say thank you on behalf of AmeriCorps, South Carolina and the United Way of the Midlands. I know from experience that serving the community has a huge impact so we also appreciate your work.

CITY COUNCIL DISCUSSION / ACTION

3. American Rescue Plan Proposed Allocations for Fiscal Year 2021/2022 - Ms. Missy Caughman, Budget, Program Management, and Grants Director – *Approved*

Ms. Missy Caughman, Budget, Program Management, and Grants Director said what is included in the budget amendment is an allocation of \$500,000 for cost incurred to date and \$85,000 for additional expenses between now and June 30th. We also have included the allocation for premium pay and the vaccine incentives. That is a reimbursement to ourselves for those costs that have already been spent. We have also incorporated funds for year one of the proposed Pathways Unit, the Fire Department's second set of bunker gear and gear extractors, and for year one of the demolition cost.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to approve the American Rescue Plan Proposed allocations for fiscal year 2021/2022.



We Are Columbia

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CONSENT AGENDA ITEMS 4 THROUGH 10

Upon a single motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve Consent Agenda **Items 4** through **10**.

Mayor Rickenmann explained that item 8 is a contract to spend a little over \$10 million that is part of our investment in reducing the amount of spills by investigating, replacing, repairing, and lining about 70,000 linear feet of our sewer system. This is one of the investments we marked as most important and need to continue to focus on. We appreciate the fact that our staff worked so hard to make this happen.

4. Council is asked to approve a Contract to Purchase Audio Visual Equipment, Installation, Programming, and One Year of Service for the Information Technology Department, as requested by the Support Services Division on February 14, 2022. Award to Advanced Video Group, Inc., using the SC State Contract in the amount of \$109,055.25. This vendor is located in Irmo, SC. – *Approved*

Funding Source: General Capital Projects - City Hall Renovations - Capital Project Costs; (4039999-CP106602-658650). The original budget amount is \$109,055.25.

5. Council is asked to approve a Contract to Purchase a 2022 Isuzu Diesel Truck with a Switch-N-Go Body for the Forestry and Beautification Division, as requested by the Fleet Services Division on November 2, 2021. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$114,382.93. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$114,382.93.

6. Council is asked to approve Contract Amendment #2 for Badger Meter BEACON Advanced Metering Analytics Managed Solution, as requested by Columbia Water on February 17, 2022. Award to Badger Meter Inc. in the amount of \$220,000.00. The firm is located in Milwaukee, WI. – *Approved*

Funding Source: Water and Sewer Capital Projects - Maintenance and Service Contract (5529999-WM435401-638200). The original budget amount is \$1,089,935.00. Amendment #1 was for a time extension only. The budget amount for this amendment is \$220,000.00. The total revised budget amount is \$1,309,935.00.



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7. Council is asked to approve a Contract to Purchase a 2022 Ford Van with an Enclosed Box for Wastewater Maintenance, as requested by the Fleet Services Division on January 27, 2022. Award to Jet-Vac Equipment Company, using the Sourcewell Cooperative Contract in the amount of \$345,857.88. The vendor is located in Sumter, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Autos Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$345,857.88.

8. Council is asked to approve a Contract for Project SS758302; Saluda River 02 Engineer-Led Find & Fix Services, as requested by Columbia Water on August 27, 2021. Award to McClam & Associates, Inc. in an amount not to exceed \$10,502,652.60, which includes contingency. This firm is located in Little Mountain, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS758302-658650). The original budget amount is \$10,502,652.60.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this project was exceeded at 17.86%. McClam & Associates Inc. is the prime contractor and will provide rehabilitation services at 49.87% (\$4,761,081.00) of the total contract amount.

The following subcontractors will provide additional services:

AM Liner East of Berryville, VA will provide Cured In-Place Pipe services at 11.44% (\$1,092,000.00) of the total contract amount.

BLD Services, LLC of Kenner, LA will provide lateral Cured In-Place Pipe services at 11.65% (\$1,112,000.00) of the total contract amount.

Hydrostructures, PA of Pittsboro, NC will provide CCTV/Cleaning and manhole inspections at 4.16% (\$397,075.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE of Columbia, SC, will provide GIS updates at 0.05% (\$5,250.00) of the total contract amount.

Intech Coating Consultants, LLC of Alberta, Canada will provide manhole rehabilitation services at 2.66% (\$253,750.00) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Little Mountain, SC, will provide open cut point repair services at 15.43% (\$1,473,420.00) of the total contract amount.

L.A. Barrier & Son Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will provide hauling services at 2.38% (\$227,390.00) of the total contract amount.



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Sloan Construction Company, Inc. of Duncan, SC will provide asphalt milling and resurfacing services at 2.36% (\$225,900.00) of the total contract amount.

9. Ordinance No.: 2022-022 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23 - *First reading approval was given on March 1, 2022 – Approved on second reading.*
10. Ordinance No.: 2022-023 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06 - *First reading approval was given on March 1, 2022 – Approved on second reading.*

ORDINANCES - FIRST READING

11. Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones – *Approved on first reading.*

Councilor Bussells thanked Ms. Moultrie for talking about her community's experience with working with city officials to address violence. Just this past week, we lost two individuals to a shooting in Green Crossing, a student housing complex. I attended a candlelight vigil with Councilwoman Herbert in which I learned the stories of countless families torn apart due to violence. From a public health perspective, there is no doubt that violence and trauma are the root cause of so many problems that are facing our communities. In fact, the Centers for Disease Control found that more Americans died related to firearms in 2020 than any other year. While I was not on City Council when these laws were passed, they have now become unconstitutional and unenforceable. I want every child in our City to succeed and meet their full potential and they deserve a life free from violence. As we vote today on these unenforceable laws that we lost in court, I am requesting that our staff, including CPD and my colleagues, invest in violence prevention programs using the historic funding that we have received through the American Rescue Plan Act.



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Ms. Teresa Knox, City Attorney said we passed these ordinances in 2019. Thereafter, the Attorney General filed suit in Richland County court. The court did not find them to be unconstitutional but that it violated state law and that the state preempted the city from enforcement. We appealed the ruling to the Court of Appeals. We decided to withdraw the appeal so now we need to repeal these ordinances that cannot be enforced.

Councilor McDowell asked for clarification on what each ordinance being repealed encompasses.

Ms. Teresa Knox, City Attorney said there are three ordinances up for repeal. One has to do with firearms and mental health issues, the other is guns in school zones, and the third one is in regards to ghost guns. We still have one enforceable gun ordinance.

Councilor Herbert said I just want to make sure that we are clear to the public that this is a decision that we have made due to the procedural situation that we find ourselves in. Particularly in my district people call me and literally say they hear gunshots at night. I can't do anything to affirmatively repeal anything less than doing our best to protect our citizens. I want the people and Council to understand my vote. I understand the procedural consequences, but I don't think based on what I am experiencing in my community that I can ever be seen nor do I ever want to be seen doing anything less than everything.

Mayor Rickenmann said we appreciate your commitment to your constituents as we all are. What you are going to hear from this Council is that we will continue to invest in reducing gun violence and enforcing the laws that we have. Most of us have spent time talking with legislators because this is a judicial issue as well, not just a policy issue. We are going to continue to invest and do everything we can to keep every neighborhood safe and that is a commitment by this Council as a whole.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted four (4) to three (3) to give first reading approval to Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones. Mr. Taylor, Dr. Bussells, Mr. Duvall, and Mayor Rickenmann voted aye. Ms. Herbert, Mr. Brennan, and Mr. McDowell voted nay.



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12. Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee.

13. Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022 – *Approved on first reading.*

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing at 4:36 p.m.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 819 Skyland Drive; TMS# 07313-01-06 – *Approved on first reading.*

Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.

Applicant: Emily Frantz

Staff Recommendation: Approval



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PC Recommendation: 01/13/2022; Approval (5-0)

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 819 Skyland Drive; TMS# 07313-01-06 **and** Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 626 Sallie Baxter Road; TMS# 16404-11-01 – *Approved on first reading.*

Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.

Applicant: Stacy M. Walden and James B. Walden

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 626 Sallie Baxter Road; TMS# 16404-11-01 **and** Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1458 Caroline Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03 – *Approved on first reading.*

Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

Mr. Norman Jackson, King Charles Road resident said I have received a lot of calls from the community about this property being rezoned to office and institutional. The confusion of the community is that this went from medium density straight to multifamily, which is a higher density. This is located between two churches and it just can't handle the traffic. I would recommend to send it back to the Planning Commission and have the community meet with the developer to understand the plan for the property.

Ms. Krista Hampton, Planning and Development Services Director said for this annexation and rezoning, the Planning Commission is not a required notice only the zoning public hearing. The zoning classification of office and institutional is what the developer required. These will be a series of duplexes of 35 buildings with 70 units. That is why office and institutional was requested, the zoning of medium density residential would not permit that. We can't make rezonings conditional, so once you assign office and institutional, they have the right to do whatever is permitted under that zoning classification. We have received a sketch plan for pending review by the Planning Commission. It has not been submitted formally, but that is what their intention is currently.

Mayor Rickenmann requested that the development team sit down with the neighborhood and share with them the plan before second reading. This way we can keep the process moving, but also make sure we are communicating and answering any other concerns of the community.



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Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1458 Caroline Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03 **and** Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map subject to the development team meeting with members of the community to discuss their plans prior to second reading.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1010 Edgefield Street; TMS# 09107-13-19 – *Approved on first reading.*

Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1010 Edgefield Street; TMS# 09107-13-19 **and** Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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18. ZONING TEXT AMENDMENT to Amend Chapter 17, Appendix D for (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street) – *Approved on first reading.*

Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries – Approved on first reading

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

No comments were received at this time.

Councilor Taylor asked for clarification on why this is being requested.

Ms. Krista Hampton, Planning and Development Services Director said when properties are in a historic district there are two ways it is applied: one is through the zoning maps so that would be a map amendment and the other is within the actual text of the zoning ordinance. This being annexed within that district will add the tax map to the list.

Mayor Rickenmann said my concern is the fact that we don't have anything from the property owner. Can we get a letter of support from the property owner before second reading. It is very important to hear from the property owner before we move forward on this.

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted six (6) to one (1) to give first reading approval to Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries. Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, Mr. Duvall, and Mayor Rickenmann voted aye. Mr. Taylor voted nay.



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19. ZONING MAP AMENDMENT for 1810 Allen Benedict Court, TMS# 11408-03-01 – *Approved on first reading.*

Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01 – Approved on first reading

Council District: 2

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).

Applicant: Gerald A. Lee, Chao and Associates, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01.

Council closed the Public Hearing at 4:58 p.m.

EVENT RESOLUTIONS

20. Resolution No.: R-2022-019 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 4, 2022 – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-019 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 4, 2022.

21. Resolution No.: R-2022-022 - Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022 – *Approved*



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Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-022 - Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022.

22. Resolution No.: R-2022-028 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 3, 2022 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-028 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 3, 2022.

RESOLUTIONS

23. Resolution No.: R-2022-023 - Certifying Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the properties located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-023 - Certifying Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the properties located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01.

24. Resolution No.: R-2022-024 - Adopting City of Columbia Use of Force Policy – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-024 - Adopting City of Columbia Use of Force Policy.



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APPOINTMENTS

25. Tax Modernization Committee – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to appoint Steve Taylor, Scottie Hughes and James Bennett to the Tax Modernization Committee and to appoint The Honorable Joe E. Taylor as chair of the committee.

OTHER MATTERS

26. Council is asked to approve Reimbursement of the November 2 and 16, 2021 City of Columbia Municipal Election Expenses, as requested by the City Clerk's Office. Award to the Richland County Voter Registration & Elections Office in the amount of \$184,846.89.
– *Approved*

Funding Source: Citizens Support Services - Election Expense (1011119-637100). The original budget amount is \$185,000.00.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve the Reimbursement of the November 2 and 16, 2021 City of Columbia Municipal Election Expenses, as requested by the City Clerk's Office. Award to the Richland County Voter Registration & Elections Office in the amount of \$184,846.89.

27. City Council Standing Committee Referrals - The Honorable Daniel J. Rickenmann, Mayor
– *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to allow standing City Council Committees to meet at the discretion of the chair. The date, time and location of each meeting will be coordinated with the City Clerk and an agenda will be noticed in compliance with the South Carolina Freedom of Information Act.

28. Moving to a Priority/Zero Based Budget - The Honorable Daniel J. Rickenmann, Mayor –
Approved

Mayor Rickenmann said this will move our budget process to a priority/zero base. This means clearing out and not using the budget from last year as a basis, but actually building it up from the base so that we can make sure we are addressing the current priorities and needs of our community. This will allow us to redirect funding and invest in the priorities we have for this budget year.



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Councilor Duvall asked what this process will do to the budgeting process currently used.

Ms. Teresa Wilson, City Manager said this way of budgeting is not going to detract too much from the current process. Knowing what the intent is, I will be able to redirect the departments and make the necessary adjustments. We are just beginning to dive into the budget. What you are going to find is us addressing the difference between how we may have budgeted for certain positions in the past that have been held in the budget but not necessarily utilized. This is where there will be some wiggle room to have additional funding for the priorities Council would like to see. We are at the beginning stages of building the budget. We have the departments' budget requests. Over the last several years, these budget requests have been pretty flat. We know from operating differently during the pandemic, what programs are essential versus what has not been efficient. We will take these budget requests and begin to look over them to determine priorities. This is an opportunity for this newly seated Council to put a spotlight on the prioritization of things.

Councilor Herbert asked if departments have to resubmit budget requests.

Ms. Teresa Wilson, City Manager answered no. There is always give and take when reviewing budget requests. No department head comes into their budget request thinking that the request is going to be what they receive. We can provide more instructive language to reiterate priority budgeting and the intent to department heads, but it should not come as a surprise.

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Moving to a Priority/Zero Based Budget for Fiscal Year 2022/2023.

CITY MANAGER'S REPORT

Ms. Teresa Wilson, City Manager said I will be incorporating into the agenda a city manager's report for times when Council has requested information that does not need a full blown presentation. At the last meeting, Council made a request for the original projections of the Bull Street project to include the cost, what has been spent to date, and the revised estimate to complete our obligations. We have sent you all an email and have also provided the binder in front of you including all of what we have as far as agreements and other documentation for your reference. This would be the time to put information on the record or ask any questions.

Councilor Duvall said this is a good addition to add a city manager's report to the agenda. My concern is that we need to have protocol on how Council makes request for major reports such as this Bull Street report. Such extensive reports should be a request from at least four Council



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members if the report is going to require a lot of staff time. I think it is good that we ask for reports, but if we ask for an extensive report it needs to have the majority of Council requesting it.

Councilor Taylor said I asked for the original cost to date and projected cost to finish. City staff took it upon themselves to create a very extensive report. I asked for a report and I thought it was going to be simple enough where we would just get an email like the one I got earlier this week.

Mayor Rickenmann said I appreciate the time and effort that staff put on this report because not everybody is on the Bull Street Commission. This is good knowledge for new Council members to understand as we move forward with other projects. If we want to have rules then we can refer this to the Administrative Policy Committee if Council desires.

Councilor Herbert concurred with Mr. Duvall. I do want to make sure that we are doing everything to make sure that staff is successful. I'm very cognizant of how much effort and time is needed to research historical information. I have been there where I couldn't get the day-to-day things done or move my department forward because I was dealing with historical information. I do agree with the referral because we do need to make sure that we have some kind of process. Maybe it is more of a communication and understanding expectations so staff knows exactly what we are requesting.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to ask the Administrative Policy Committee to study the creation of a Columbia Clean Division under Columbia Water to focus on servicing litter, beautification, and clean water initiatives within the six water districts.

Councilor Taylor requested that the City Manager talk to our lobbyists and convey to them that we would like for them to convey to the House Judiciary Committee, which is where the litter bill exists, that we as the capital City are in full support of the state raising the fine for littering. Currently, the litter fine is \$100. I think it should be raised to \$1,000 so people understand we are serious about this issue.

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted five (5) to two (2) to ask the Administrative Policy Committee to review whether City Council needs guidelines for handling staff requests that may require an extensive amount of time. Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mr. Duvall voted aye. Mr. Taylor and Mayor Rickenmann voted nay.



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Councilor Duvall took a moment of personal privilege to introduce Olivia Gillespie. She is a Mayor's Fellow that has been assigned to me. She is from Clinton, NC and is studying political science at the University of South Carolina and wants to get a master's in public administration.

Councilor Bussells said I wanted to take a moment to thank the Mayor for being creative with the fellows program to allow City Council to have some support. This is a great avenue by which our young folks can learn about government. I am very excited to be working with Gurujal Roopra who recently ran for student council at the University of South Carolina. She is an Indian American woman who also loves public health and wants to go into health policy. I look forward to working with her to research the various issues that we are passionate about to make our city better.

PUBLIC INPUT

Ms. Regina E. Williams expressed her concerns regarding the repeals included in Ordinance 2022-020. I did not understand this completely when I started reading. I am wondering if in the future, we could have a synopsis of what the ordinances are about. I was able to look up a few, but everybody can't do that. I want to make sure that when we repeal these, that our neighborhoods will still be safe. I am concerned that this has become a public health issue. I don't want a public health issue to turn into a political issue. Please look into this before our second reading.

Mr. John Black, Columbia Council of Neighborhoods President said the Columbia Council of Neighborhoods will be having our annual awards banquet. It will be on April 13, 2022 at Seawell's. We will have Congressman James Clyburn and Richland County Sheriff Leon Lott as our keynote speakers, as well as a surprise appearance by Chief Holbrook and Chief Jenkins. We are currently accepting nominations for the award of special recognitions, the CCN friend of the year, the neighborhood volunteer of the year, the neighborhood program of the year, and the coveted neighborhood of the year. Nominations are open until March 24th, 2022.

Voicemail via Public Input: My name is Tracy and I am a resident of the Greenview community. With the escalation of gun violence in the City of Columbia, I am requesting that you keep ordinance number 2019-063 until you have something better and enforceable.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 5:56 p.m. for the discussion of **Item 29**.



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29. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)

Miller-Maynor v. City of Columbia

ADJOURNMENT

The meeting was adjourned at 6:05 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 19, 2022

The Columbia City Council conducted a meeting on Tuesday, April 19, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:01 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to adopt the agenda subject to deferring the March 8, 2022 Work Session and March 15, 2022 Meeting Minutes.

PUBLIC INPUT ON AGENDA ITEMS

No comments were received at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the March 8, 2022 Work Session, March 15, 2022 Council Meeting, and April 5, 2022 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the April 5, 2022 Council Meeting Minutes. The March 8 and 15, 2022 meeting minutes were deferred.



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CONSENT AGENDA ITEMS 2 THROUGH 8

Upon a single motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve Consent Agenda **Items 2** through **8**.

2. Council is asked to approve the Replacement of Storage Area Networks, as requested by the Columbia - Richland 911 Communications Center on March 22, 2022. Award to Dell Technologies in the amount of \$199,856.99. The vendor is located in Round Rock, TX. – *Approved*

Funding Source: City Account (1012701 - 658600) \$99,928.49 and County Account (2082702 - 627500) \$99,928.49. The original budget amount is \$199,856.99.

3. Council is asked to approve Contract Amendment #6 for Project SS7363; Smith Branch 03 Sewer System Evaluation Study and Sewer Rehabilitation Implementation, as requested by Columbia Water on March 4, 2022. Award to AECOM in the amount of \$173,734.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS736301-658650). The original budget amount was \$903,625.00. The budget amount for amendments 1-5 was \$506,053.00. The budget amount for this amendment is \$173,734.00. The total revised budget amount is \$1,583,412.00.

This is a Mentor Protégé Program project. AECOM is the mentor and will provide general services during construction including construction administration, construction observation, and inspection services at 80.25% (\$139,414.74) of the amendment amount. DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide easement exhibits, construction administration, observation, and inspection services at 19.75% (\$34,319.26) of the amendment amount.

4. Council is asked to approve Change Order #3 for Project SS7363; Smith Branch SB03 Sewer System Evaluation Study and Rehabilitation, as requested by Columbia Water on March 8, 2022. Award to North American Pipeline Management, Inc. in the amount of \$1,319,042.10. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-SS736301-658650). The original budget amount was \$8,018,967.00. The budget amount for change order #3 is \$1,319,042.10. The total revised budget amount is \$9,338,009.10.



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This is a Columbia Disadvantaged Business Enterprise (CDBE) project. The original CDBE goal on this project was 20%, with this change order the total revised CDBE participation achieved is 6.5%. North American Pipeline Management, Inc. will be performing sewer rehabilitation work at 94.20% (\$1,474,266.83) of the change order amount. L.A. Barrier & Son, a CDBE subcontractor and Minority Business Enterprise (W) of Lexington, SC, will be providing trucking and hauling services at 5.80% (\$90,772.27) of the change order amount.

5. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2708 Shop Road aka 2708 Shop Road Extension; TMS# 16200-04-01 - *First reading approval was given on April 5, 2022 – Approved on second reading.*

Ordinance No.: 2022-003 Annexing 2708 Shop Road a/k/a 2708 Shop Road Extension, Richland County TMS# 16200-04-01 into the City of Columbia, South Carolina and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Industrial (IND) and assign zoning of Light Industrial (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.

Applicant: BDW Partners, LLC

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (6-0)

6. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15(p) - *First reading approval was given on April 5, 2022 – Approved on second reading.*

Ordinance No.: 2022-027 - Annexing 1.229-acre portion of 181 Newland Road Richland County TMS# 25600-03-15 (portion)

Council District: 4

Proposal: Request to assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of Light Industrial District (LI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: American Container Services, Inc.

Staff Recommendation: Approval



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PC Recommendation: 03/10/2022; Approval (7-0)

First reading approval was given on April 5, 2022.

7. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and 28904-01-16 - *First reading approval was given on April 5, 2022 – Approved on second reading.*

Ordinance No.: 2022-028 - Annexing 28.24 acres E/S Riding Grove Road, Richland County TMS# 28908-03-01 and 0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16

Council District: 4

Proposal: Request to assign an interim land use classification of Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

8. Ordinance No.: 2022-021 - Approval for Conveyance of Falling Springs Court, Identified as Richland County TMS#09107-02-02 to Deliverance and Revival Center Church; CF#250-551 - *First reading approval was given on April 5, 2022 – Approved on second reading.*

ORDINANCES - FIRST READING

9. Ordinance No.: 2022-029 - Granting an encroachment to Lafaye Homes for the use of the right of way area of the 1000 block of Bryan Street and the 2200 block of Clark Street for the installation and maintenance of sidewalks, landscaping, and irrigation adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, Richland County TMS#09012-10-16, 09012-10-32, 09012-10-33 and 09012-10-34 – *Approved on first reading.*



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Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-029 - Granting an encroachment to Lafaye Homes for the use of the right of way area of the 1000 block of Bryan Street and the 2200 block of Clark Street for the installation and maintenance of sidewalks, landscaping, and irrigation adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, Richland County TMS#09012-10-16, 09012-10-32, 09012-10-33 and 09012-10-34.

10. Ordinance No.: 2022-030 - Granting an encroachment to GSM Properties, LLC, for the use of the right of way area of the 1200 block of Taylor Street for the installation and maintenance of brick pavers and concrete sidewalks, landscaping, irrigation and a suspended pavement system to support the new landscaping adjacent to 1216 and 1218 Taylor Street, Richland County TMS# 09014-09-03 and 09014-09-04 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-030 - Granting an encroachment to GSM Properties, LLC, for the use of the right of way area of the 1200 block of Taylor Street for the installation and maintenance of brick pavers and concrete sidewalks, landscaping, irrigation and a suspended pavement system to support the new landscaping adjacent to 1216 and 1218 Taylor Street, Richland County TMS# 09014-09-03 and 09014-09-04.

11. Ordinance No.: 2022-031 - Granting an encroachment to TownPark at BullStreet, LLC, for the use of the right of way area of the 30 block of Fig Street for the installation and maintenance of two landings adjacent to two new residences under construction at 32 and 34 Townpark Circle, Richland County TMS# 11404-09-10 and 11404-09-11 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2022-031 - Granting an encroachment to TownPark at BullStreet, LLC, for the use of the right of way area of the 30 block of Fig Street for the installation and maintenance of two landings adjacent to two new residences under construction at 32 and 34 Townpark Circle, Richland County TMS# 11404-09-10 and 11404-09-11.

RESOLUTIONS

12. Resolution No.: R-2022-031 - Authorizing acceptance and dedication of streets known as a portion of Eastfair Drive and Sandra Drive, located in Eastfair, Phase 2B; Richland County TMS#19201-14-01; CF#297-11 – *Approved*



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Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-031 - Authorizing acceptance and dedication of streets known as a portion of Eastfair Drive and Sandra Drive, located in Eastfair, Phase 2B; Richland County TMS#19201-14-01; CF#297-11.

13. Resolution No.: R-2022-032 - Authorizing acceptance and dedication of streets known as a portion of Eastfair Drive and Legacy Park Court, located in Eastfair, Phase 2C; Richland County TMS#19201-14-02; CF#297-11 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-032 - Authorizing acceptance and dedication of streets known as a portion of Eastfair Drive and Legacy Park Court, located in Eastfair, Phase 2C; Richland County TMS#19201-14-02; CF#297-11.

14. Resolution No.: R-2022-035 - Approval for Acceptance of Conveyance of the River Shoals Water Pressure Reducing Valve Station, Identified as a Portion of Richland County TMS#04300-04-10 from NKD, INC.; CF#302-22 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-035 - Approval for Acceptance of Conveyance of the River Shoals Water Pressure Reducing Valve Station, Identified as a Portion of Richland County TMS#04300-04-10 from NKD, INC.; CF#302-22.

15. Resolution No.: R-2022-036 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add the U.S. Department of Veterans Affairs Columbia Healthcare System to the list of agencies – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-036 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add the U.S. Department of Veterans Affairs Columbia Healthcare System to the list of agencies.



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EVENT RESOLUTIONS

16. Resolution No.: R-2022-030 - Authorizing consumption of beer and wine only within the Earlewood Park Amphitheater and covered picnic shelter, 1113 Recreation Drive at the Solfest Rollfest/Music and Bike Festival on Saturday, July 2, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-030 - Authorizing consumption of beer and wine only within the Earlewood Park Amphitheater and covered picnic shelter, 1113 Recreation Drive at the Solfest Rollfest/Music and Bike Festival on Saturday, July 2, 2022.

17. Resolution No.: R-2022-034 - Authorizing consumption of beer and wine only at the Earle Jam (Neighborhood Concert) in Earlewood Park on Sunday, October 23, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-034 - Authorizing consumption of beer and wine only at the Earle Jam (Neighborhood Concert) in Earlewood Park on Sunday, October 23, 2022.

CITY MANAGER'S REPORT

Ms. Teresa Wilson, City Manager said we are very thankful for your support in allocating ARP funding to get some demolitions done. The CPD Code Enforcement Division is moving forward with the demolition of vacant, abandoned, and hazardous properties in our effort to eliminate blight in our community. Currently we have 77 properties identified in rounds one and two of the program. Round one includes 52 properties that are ready or will soon be ready for solicitation of a demolition contractor. Solicitation is expected to be released on May 1st with City Council approval in June. The timeline is approximately 90 days from solicitation to the actual demolition of the properties. Round two includes 25 properties that are ready for legal to issue demolition orders and complete the title search. Round two is targeted to begin solicitation by September 2022. The demolition list is a working list and can change almost daily as we add additional properties to the list and remove some that have title issues or code issues are abated by owners. The City does not own the properties. The majority of the structures that we intend to demolish are in such disrepair, that the cost to rehab them would be cost prohibitive for affordable housing. Hopefully the removal of these structures will make the properties more attractive for future infill development, ideally for affordable housing development. We are hopeful that we will get this process going and we feel confident that we will be in compliance with federal regulations.



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In an effort to increase recruitment and retention for some of our hard to fill positions, the City is implementing a phased in approach to increasing salaries. This will also fall in line with the Columbia Water Customer Response Plan. We are still working through the backlog of work orders but we have made a significant amount of progress. Part of that is as a result of increased staffing. As we have gone through that process, we have realized that some of our lowest wage earners and folks in the field need to have a livable wage. Phase one – increase salaries of all employees to at least \$14.50 per hour (does not include Fire); Phase two - implement limited pay increases in departments like Columbia Water, Public Works and Utilities to raise salaries to a minimum of \$14.50 and address some compression; and Phase three – engage Evergreen Solutions, LLC to complete a market analysis of all employees whose salaries range between \$31,120 and \$50,000. This will hopefully boost the morale of our employees who work so hard every day for our citizens.

I would like to also recognize H. Demetrius Rumph, Director of Safety & Risk Management, for being named the 2022 Risk Professional of the Year by the SC Public Risk Management Association. Since Demetrius joined the City in 2016, workers' compensation claims have dropped 48%. We continue to experience a consistent downward trend in total incurred costs as well as reduced claims over the last five years. In 2021, the City had the lowest dollar amount spent on injured employees.

Councilor Herbert asked if the solicitations for the demolitions will be done per home or in batches.

Ms. Teresa Wilson, City Manager said we are trying to do batches. The Mayor and I talked about indefinite delivery contracts. They seem to be working well with a lot of the work we are doing with our water repair and waterline water main breaks. We can potentially use that same mechanism to procure our demolition contractors. The team will start coordinating with procurement to set a first round of bidding for demo contractors and break the demolitions into smaller groups for bidding based on geographic locations. They felt it would be easier to bid and it will open up the possibility of multiple contracts being awarded.

Councilor Herbert said this is an opportunity for minority businesses to actually get some contracts. We need to coordinate with Office of Business Opportunities to make sure that we let some of those folks know to register so they can get the information.



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CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

Mayor Rickenmann said this past weekend we had an unfortunate event here in Columbia. I want to thank the Chief for the response of our CPD officers, along with Richland County, Lexington County, Newberry County, the U.S. Marshall Service, ATF, FBI, SLED, and our Fire Department. We are focused on supporting our law enforcement to ensure swift justice for the senseless act in our community. We owe it to the victims, the innocent bystanders, the businesses, and of course to our City to ensure that these perpetrators are prosecuted to the fullest extent of the law. It is our job to address both the immediate and long term issues to restore safety for our citizens. We need to continue to invest in our law enforcement officers so that they can respond quickly and effectively to restore safety while partnering with our communities to make impactful investments. We need to work with our judicial system to ensure that our communities are being protected. Long term, we need to address the root causes of violence in our community. We need to make sure the economic conditions are right for investment, attainable housing, and jobs with advanced opportunities so that a life of crime and violence is just not an option. I'm deeply grateful for the Chief that we have, the law enforcement agencies that came together, and the community. Today, my prayers are still with those victims and all those folks who were involved. This affected hundreds of people in a short amount of time. We cannot get to a point where we accept these things as "it's just another shooting". We have had close to 93 shootings over the last 12 months. That is 93 too many for me. This is a communitywide issue. That means neighborhoods, businesses, families, and churches have to collectively work together. I hope that as we continue to move forward, victims recover, justice is served swiftly, and we come together as a community to lower those numbers.

Councilor McDowell said I was a part of what took place on Saturday. It was nothing but the grace of God that 15 of the people injured were not critically injured or killed. Chief, you handled yourself with integrity, with a kind of posture in the midst of this crisis that made all of us proud; proud of the fact that you were there, along with the City Manager, our Mayor, and other members of this Council. You made us proud that in the midst of that chaos, you were able to lead along with your partners and to give each one of us a real sense of being prepared. Thank you for being the Chief of Columbia and particularly my Chief.



We Are Columbia

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Councilor Herbert said I want to say thank you to our Chief. We need to realize that we all have a role in this and we cannot police our way out of this situation. The Mayor has graciously assigned me a Mayor's Fellow, Ms. Alexis Mertz. I wanted to recognize her, she has been working with me to look at crime prevention. We just met with Kimberly Mitchell from our Parks and Recreation Department. They will be kicking off the National Youth Violence Prevention Week this Sunday. I'm hoping that everyone can support all of the activities they will have. Kudos to the Police Department, our Chief, and Parks and Recreation for helping us build community. Because through community building, we can help eliminate some of these numbers.

Councilor Taylor said I would like to say to the people of Columbia that you have a City Council that is committed to economic prosperity for all. We are looking at how we can grow small business opportunities, make it easier for people to be successful, and grow companies here. I learned a long time ago that public safety is the cornerstone of prosperity. I want to make sure the Chief and the whole force knows that this Council is behind you to make sure you have the assets that you need and the people that it takes to make sure we are as safe as any community in America. Please thank the force on our behalf.

Mayor Rickenmann said we have Earth Day coming up. We have several things planned over the next few months to engage citizens. I want to talk about the Keep the Midlands Beautiful event on Saturday April 23rd, 2022 in the Booker Washington Heights neighborhood. Kickoff starts at 9:00 a.m. at the Bellfield Center on Grant Street. As of today, over 97 people signed up to volunteer to help clean up in this area. We will have supplies, free lunch for volunteers, and prizes for those who pick up the most litter. Please go to the Keep the Midlands Beautiful website and sign up. This is the first of many neighborhoods that we want to work together to clean up and put pride back in as we continue to invest in each and every neighborhood. Let's clean our City one block at a time and show everybody how beautiful she really is.

PUBLIC INPUT

Mr. John Black, Columbia Council of Neighborhoods President said the Columbia Council of Neighborhoods would like to thank you for your steadfast support at our annual awards banquet. Over 180 citizens came together to celebrate the achievements and accomplishments within our great city. A special thank you to Councilman McDowell and Councilwoman Herbert for their financial support. Also thank you to Chief Holbrook, Chief Jenkins, and Councilwoman Bussells for the assistance and participation in reading the City's proclamations, and to the Public Relations Department. Thanks for your continued support and for working together to build a stronger relationship with city government and our member communities and neighborhoods.



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Email from Ms. Diane Wiley, Belvedere Community President: I would like to say thank you for helping to rebuild and restore our neighborhood. You and your staff were eager to begin work upon your arrival to City Council, and you have truly proven yourselves to many of the communities within the city of Columbia. Specifically, the work that you are doing within the Belvedere neighborhood has brought renewed hope and joy to many of the residents living within the neighborhood. The repairs that are being made, which are very much needed, are greatly appreciated by our community members. We have waited a very long time for assistance and help with our neighborhood. It is with great joy and delight that I write this e-mail to say thank you on behalf of the Belvedere Community and myself, as the Belvedere President. I would like to also extend a special thank you to our City Councilman Ed McDowell for all of his unwavering support and assistance throughout the past few years. We could not have done this without him. We are looking forward to working along with you and your team in the near future.

ADJOURNMENT

The meeting was adjourned at 4:43 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: National Bike Month and Bicycle Safety Month Proclamation -
The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Planning Together

ATTACHMENTS:

- **#a:** National Bike Month and Bicycle Safety Month Proclamation (PDF)



**City of Columbia
A Proclamation**

WHEREAS, the bicycle is a viable and environmentally-sound form of transportation and an excellent form of recreation; and,

WHEREAS, many Columbians will experience the joys of bicycling during the month of May through participation in educational programs, races, commuting events, trail work days, helmet promotion activities, charity events, or just getting out and going for a ride; and,

WHEREAS, the Palmetto Trail attracts trail users each year from all around the state and providing economic, health, and scenic benefits to citizens of South Carolina, Columbia and the Southeast; and,

WHEREAS, these bicycling activities and attractions have great potential to have a positive impact on Columbia's economy and tourism industry and to stimulate economic development by making the City attractive to businesses and citizens who enjoy spending time outdoors and leading healthy lifestyles; and,

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and,

WHEREAS, May has been declared National Bike Month and is so again in 2022; and,

WHEREAS, the Bike and Pedestrian Advisory Committee (BPAC), bicycle clubs, schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout the City and the region will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2022; and,

WHEREAS, the City of Columbia adopted the City's first Bike and Pedestrian Plan on June 2, 2015, known as Walk Bike Columbia, and this Plan has a goal of creating great places for bicycling with a focus on evaluation and planning, education, encouragement, evaluation and planning, engineering, and enforcement; and,

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users;

THEREFORE, I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council do hereby recognize the month of May 2022 as National Bike Month and Bicycle Safety Month, and the week of May 16-22, 2022, as Bike to Work Week, and Bike to Work Day May 20, 2022; and

“National Bike Month and Bicycle Safety Month”

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

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Tina N. Herbert
District I, Council Member

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

Aditi Bussells
At-Large, Council Member

Joe E. Taylor, Jr.
District IV, Council Member



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: National Historic Preservation Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Planning Together

PURPOSE:
2022 Mabel Payne Historic Preservation Award - Ms. Amy Moore, Principal Planner for the Planning and Development Services Department

ATTACHMENTS:

- **#a:** Preservation Month Proclamation (PDF)



*City of Columbia
A Proclamation*

WHEREAS, May is declared National Preservation Month, as it has been since 1973 and is so again in 2022; and

WHEREAS, The City of Columbia adopted its first preservation ordinance in 1963 and created its first historic districts in 1964; and

WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, Historic preservation has been established in cities across the nation as an effective tool for economic and sustainable development, tourism promotion, community revitalization, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that have shaped us as a people; and

WHEREAS, historic preservation is key to protecting the unique character and vitality of the City of Columbia; and

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes the month of May 2022 as

National Preservation Month

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

*Daniel J. Rickenmann
Mayor*

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

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

*Will Brennan.
District III, Council Member*

*Aditi Bussells
At-Large, Council Member*

*Tina N. Herbert
District I, Council Member*

*Joe E. Taylor, Jr.
District IV, Council Member*



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Asian American and Pacific Islander Heritage Month
Proclamation - The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Office of Business Opportunities

FROM: *Melissa Lindler, Office of Business Opportunities Director*

SUBJECT: 2022 Small Business Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

The purpose of these proclamations is to recognize the contributions of our entrepreneurs and small business owners. Throughout the nation local communities will hold events this week to celebrate the accomplishments of the small business community. Four (4) businesses have been selected as Business Spotlight honorees: 7Sunday Live, LLC, Karen's Kitchen and Catering, Regal Lounge, and Rhino Medical Supply.

ATTACHMENTS:

- **#a:** SBW proclamation (PDF)



*City of Columbia
A Proclamation*

WHEREAS, for more than 50 years, the U.S. Small Business Administration (SBA) has celebrated National Small Business Week, which recognizes the critical contributions of America's entrepreneurs and small business owners; and

WHEREAS, small businesses are at the heart of every city preserving traditional values while providing new ideas, new jobs and increased sustainability; and

WHEREAS, small businesses represent a tradition of hard-working, dedicated individuals living the American Dream to provide for their families, create job opportunities for their neighbors and to make invaluable contributions to their community; and

WHEREAS, small businesses are a vibrant and vital segment of our economy and a huge economic force throughout the nation; and

WHEREAS, residents of our community and communities across the nation are being asked to support small businesses and merchants during Small Business Week and throughout the year; and

WHEREAS, the City Of Columbia and the Columbia Chamber of Commerce recognize the value of small businesses within our community and their priceless contributions to our city.

*NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the week of May 2-6, 2022 as **Small Business Week** in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.*

*Daniel J. Rickenmann
Mayor*

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

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

*Will Brennan
District III, Council Member*

*Aditi Bussells
At-Large, Council Member*

*Tina N. Herbert
District I, Council Member*

*Joe E. Taylor, Jr.
District IV, Council Member*



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase Two 2022 Dodge Ram 1500 Quad-Cab 4X4 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division on March 31, 2022. Award to Performance Automotive Group, dba Performance Chrysler, Dodge, Jeep, Ram using the SC State Contract in the amount of \$72,666.00. The vendor is located in Clinton, NC.

REQUISITION NO.: R215772

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Treatment Plant - Autos, Trucks, Heavy Equipment - Capital (5516208-658500). The original budget amount is \$72,666.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Performance Automotive_Contract for Vehicle Purchase (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR VEHICLE(S) PURCHASE

This Contract is being awarded under State Contract #4400027194.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Performance Automotive Group dba Performance CDJR, with legal address and principal place of business at 605 Warsaw Road, Clinton, NC 28328 (hereinafter referred to as the “Vendor”), for the purchase of Two 2022 Dodge Ram 1500 Quad-Cab 4x4.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLE(S)**– The City may require supplemental or additional vehicle(s) from the Vendor or recommended by the Vendor and approved by the City in writing.

The Vendor must obtain written approval from the City for any supplemental or additional vehicle(s) prior to delivery. If the Vendor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Vendor for the vehicle(s) received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLE(S)**– The Vendor shall deliver any and all vehicle(s) purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Vendor under this Agreement, in the amount of Seventy-Two Thousand, Six Hundred Sixty-Six Dollars and Zero Cents, (\$72,666.00).
 - B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

City of Columbia and Performance Automotive Group dba Performance CDJR

of the vehicle(s), less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400027194.

Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Two 2022 Dodge Ram 1500 Quad-Cab 4x4).

6. MISCELLANEOUS

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

The Vendor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor 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 and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State

City of Columbia and Performance Automotive Group dba Performance CDJR

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 Vendor 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 Vendor.

- F. This Agreement represents the entire agreement between the City and the Vendor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Vendor 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 Vendor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Performance Automotive Group dba Performance CDJR

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 service, the Vendor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Vendor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Vendor operations, including, but not limited to the Vendor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Vendor 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 Non-Discrimination in Contracting Policy. The Vendor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Vendor under this Agreement are matters of public record, but that the Vendor agrees that they shall only be made available to any individual or organization by the City and the Vendor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Performance Automotive Group dba Performance CDJR

List of Exhibits

Exhibit A – Quote and Customization Specification

City of Columbia and Performance Automotive Group dba Performance CDJR

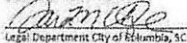
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness_____
Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

4.12.2022

PERFORMANCE AUTOMOTIVE GROUP DBA PERFORMANCE CDJR

Amy Hill
PrintAmy Hill
SignatureDate: 4-12-22

PERFORMANCE**AUTOMOTIVE****Vehicle Price Worksheet**

NAME: **City of Columbia**

Make: **RAM** Model: **1500** Date: **3/29/2022**

Model: **2022 RAM 1500 Quad Cab 4x4 - SC 4400027194** Year: **2022**

VIN#: _____ Stock #: _____

Salesman: **Govt - AH** Miles: **0**

Vehicle Pricing:Market Price: \$ **40,345.00**Sales Price: \$ **35,833.00****Government Concessions:**

-	-
---	---

Final Base Vehicle Pricing: \$ 35,833.00**Upfit/Accessory Pricing**

Side Steps added locally-incl in base price \$ -

2022 RAM 1500 Quad Cab 4x4 - SC 4400027194 \$ -

Total Body Cost: \$ -

Total Vehicle Cost: \$ 35,833.00**Trade In Allowance:**

0 \$ -

Less: Payoff: \$ -

Trade Equity: \$ -

Net Due Prior to Taxes: \$ **35,833.00**

Dealer Doc Fee: _____

License Fees: _____

Infrastructure Maintenance Fee **Pd Direct by Agency**

Cash Downpayment: \$ -

Net Vehicle Cost: \$ 35,833.00 ***Prices good until Model Year Cutoff- anticipated Spring 2022**

605 Warsaw Road * Clinton, North Carolina 910-592-5337

Base Vehicle Pricing

Base Price

☒ South Carolina Base Vehicle Contract Pricing:

\$ 31,129

Options Add

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

	Code	Description	Add
☐	DS1L98	Ext Cab to Crew Cab - 5'7" bed	\$ 2,795
☐	UAA	Uconnect 3.0 - Bluetooth	STD
☒	4WD	Four WD - <i>Now requires AED - Chrome Appearance</i>	\$ 3,630
☐	Winch	Winch per state spec- Steel Cable	\$ 2,152
☐	Winch	Winch per state spec- Synthetic Cable	\$ 2,255
☐	XMF	Mopar Spray In Bedliner	\$ 551
☐	LND	Securable Folding Bed Cover - Hard Surface	\$ 1,250
☐	DS1L94	Ext Cab to Crew Cab 6'4" bed - <i>Crew 4wd req also 26B opt</i>	\$ 2,795
☐	*M9/X9	Prem Cloth 40/20/40 Bench Seat/Black/Diesel Gray	\$ 1,012
☐	TINT	Privacy Glass - aftermarket application	\$ 175
☐	AAY	Tradesman SXT Pkg	\$ 2,930
☐	AEP	Chrome Plus Package	\$ 1,311
☐	AHC	Trailer Tow Mirrors & Brake Group	\$ 568
☐	DMD	3.55 Rear Axle Ratio (3.92 with 5.7L Hemi Eng)	\$ 97
☐	GPG	Power Black Trailer Tow Mirrors	\$ 181
☐	AJY	Popular Equipment Group	\$ 835
☒	AED	Chrome Appearance Group	\$ 704
☐	CK9	Delete Carpet	\$ -
☐	CLF	Front & Rear Rubber Floor Mats	\$ 136
☐	CS7	Tri-Fold Tonneau Cover - Soft Cover	\$ 603
☐	DSA	Anti-Spin Differential Rear Axle	\$ 502
☐	GFA	Rear Window Defroster	\$ 198
☐	GXM	Remote Keyless Entry	Included
☐	LM1	Daytime Running Headlamps, Low Beam	\$ 40
☐	LPL	LED Bed Lighting	\$ 146
☐	MRA	Wheel to Wheel Side Steps* Take (CR) below	\$ 748
☐	(MRU)	Delete State Required Steps	\$ (565)
☐	NHK	Engine Block Heater	\$ 97
☐	RSD	Sirius XM Satellite Radio	\$ 188
☐	XAA	ParkSense Rear Park Assist System	\$ 254
☐	XB9	RAMBOX Cargo Management System	\$ 1,311
☐	AN4	Tradesman Off Road Package	\$ 754
☐	AFC	Electronics Group	\$ 956

☐	XHC	Trailer Brake Control	\$	299
☒	XME	Under Rail Box Bedliner	\$	370
☐	XMF	Spray in Bedliner	\$	551
☐	TTB	LT265/70R17E BSW A/T Tires	\$	254
☐				
☐				

Options Only Applicable to Four Wheel Drive

☐	XJC	Locking Lug Nuts	\$	62
☐	AJB	Remote Start & Alarm Group	\$	400
☐	NFX	32 Gallon Fuel Tank	\$	450

RAM 1500 COLOR SELECTION

				QUANTITY
☐	PSC	Billet Silver	\$	200
☒	PW7	Bright White Clear Coat	\$	-
☐	PXJ	Diamond Black Crystal P/C	\$	100
☐	PR4	Flame Red Clear Coat	\$	-
☐	PAU	Granite Crystal Metallic Clear Coat	\$	200
☐	PBJ	Hydro Blue Pearl Coat	\$	100
☐	PRV	Delmonico Red Clear Coat	\$	100
☐	PPX	Patriot Blue Pearl Coat	\$	100
☐				
☐				

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

Total: \$ 35,833.00

Number of Units This Spec: 1

Total Price: \$ 35,833.00

Total Price Does NOT Include IMF or other Title Fees



PROCUREMENT SERVICES

Contract 4400027194

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 696,560.00

Bid Invitation [5400021774](#)

Contract Notes

Vendor 7000241847

Vendor Address PERFORMANCE CDJR
605 WARSAW HWY
CLINTON NC 28328

District SAMPSON

Telephone (910) 592-5337 ext 1201

E-mail

Fax Number (910) 249-6408

Minority Status Not Applicable

Home Page <http://www.performancecdjr.com>

Other URL

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
DANIEL, GENE	Primary Contact	(910) 592-5337 ext 1201	gdaniel@performancecdjr.com
HILL, AMY	GOVERNMENT FLEET SPECIALIST	(336) 687-7964	ahill@performancecdjr.com

Attachments

One Attachment found.

Attachment Title

Date/Time Posted

[Intent to Award.pdf](#)

10/11/2021 06:32:35 PM

Contract Items

One Item found.

Item Pricing

00002 PU-4: Gasoline, 1/2 ton, Extended Cab

Material Group: 07202 - class 2 trucks (6,001 - 10,000 lb. gvw)

Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract # 4400027194 Vendor, Performance Automotive Group dba Performance CDJR, at the following cost.

2 DODGE RAM 1500 QUAD CAB 4X4		
Description	Base Amount	Extended Amount
Base Model Vehicle	\$31,129.00	\$62,258.00
4WD- Four WD	\$3,630.00	\$7,260
AED- Chrome Appearance Group	\$704.00	\$1,408.00
XME- Under Rail Box Bender	\$370.00	\$740.00
IMF Fee	\$500.00	\$1,000.00
Total	\$36,333.00	\$72,666.00

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:

When purchasing through State Contracts.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase a Vacuum Truck with Trailer Mounted Jetter and Accessories for the Wastewater Maintenance Division, as requested by the Fleet Services Division on March 14, 2022. Award to Carolina Tractor and Equipment / Southern Vac, using the North Carolina Sheriffs' Association Heavy Equipment Procurement Program Cooperative Contract in the amount of \$82,350.00. The vendor is located in Columbia, SC.

REQUISITION NO.: R215515

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Machinery and Equipment Capital (5516205-658300). The original budget amount is \$82,350.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Carolina Tractor and Equipment Southern Vac_Contract for Goods and/or Services Purchase (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOODS AND/OR SERVICES

This Contract is being awarded under NC Sheriffs Association 22-06-0426.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Carolina Tractor and Equipment/Southern Vac with legal address and principal place of business at 1520 Pineview Road, Columbia, SC 29209 (hereinafter referred to as the “Vendor”), for the purchase of a Vac Con Vec-Jet VJ300 Trailer Mounted Jetter and Accessories.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods and/or services from the Vendor or recommended by the Vendor and approved by the City in writing.

The Vendor must obtain written approval from the City for any supplemental or additional goods and/or services prior to delivery. If the Vendor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Vendor for the goods and/or services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **CONTRACT TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

4. **SCHEDULE FOR DELIVERY OF GOODS AND/OR SERVICES** – The Vendor shall deliver any and all goods and/or services purchased in this Contract under the direction of Fleet Services.

5. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of Eighty-Two Thousand, Three Hundred Fifty dollars and Zero Cents, (\$82,350.00).

B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods and/or services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

C. ☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

D. ☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such

City of Columbia and Carolina Tractor and Equipment/Southern Vac

increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO NC SHERIFFS ASSOCIATION #22-06-04-26.

Vendor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

7. MISCELLANEOUS

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

The Vendor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor 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 and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to

City of Columbia and Carolina Tractor and Equipment/Southern Vac

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 Vendor.

- F. This Agreement represents the entire agreement between the City and the Vendor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Vendor 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 Vendor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Carolina Tractor and Equipment/Southern Vac

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 service, the Vendor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Vendor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Vendor operations, including, but not limited to the Vendor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Vendor 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 Non-Discrimination in Contracting Policy. The Vendor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Vendor under this Agreement are matters of public record, but that the Vendor agrees that they shall only be made available to any individual or organization by the City and the Vendor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Carolina Tractor and Equipment/Southern Vac

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
4.5.2022

CAROLINA TRACTOR AND EQUIPMENT/SOUTHERN VAC

Drew Gilbert
Print

Drew Gilbert

Signature

Date: April 7th, 2022

City of Columbia and Carolina Tractor and Equipment/Southern Vac

List of Exhibits

Exhibit A – Quote

Exhibit A



1520 Pineview Rd.
Columbia, SC 29209
Phone (803) 358-0221, Fax (803) 358-0431
Website: www.southern-vac.com

North Carolina Sheriffs
Association:
Heavy Equipment Bid:
22-06-0426



March 11, 2022

City of Columbia
Attn: Jody Harley
1800 Main St.
Columbia, SC 29201

Mr. Harley,

Southern Vac is pleased to offer the **City of Columbia** the following quote on a **Vac Con Vec-Jet VJ300 Trailer Mounted Jetter**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 609-9140.

Thanks,

Richard Davey



Key

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

NCSA 6% Discount Price: \$65,189.00

NCSA Base Accessories Price: \$11,767.02

NCSA 6% Accessories Discount Price: \$11,061.00

NCSA Total Price: \$76,250.00

*Price good for 30 days

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Customer Signature: _____

Date: _____

Southern Vac Representative: _____

Date: _____



**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Rollover Price Sheet Award Agreement**

Heavy Equipment Procurement Program

Bid 19-03-0504RR and Bid 20-04-0506R

We are pleased to announce the North Carolina Sheriffs' Association has rolled over your contract for one additional year. NCSA Heavy Equipment Bid 19-03-0504RR and Bid 20-04-0506R will be effective May 18, 2020 through May 17, 2021.

By the award of this contract based on your dealership's bid for Solicitation Number 19-03-0504RR and 20-04-0506R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

NCSA COOPERATIVE
PURCHASING PROGRAMS

Signature of Authorized Representative

Signature of NCSA Contract Administrator

Printed Name of Authorized Representative

Printed Name of NCSA Contract Administrator

Contractor/Dealership Name (Please Print)

Date

Date

We respectfully request Council's approval for this purchase using the NC Sheriffs Association Vendor, Carolina Tractor and Equipment/Southern Vac., at the following cost.

Vac Con Vec-Jet VJ300 Trailer Mounted Jetter and Accessories	
Base Price	\$ 65,189.00
Accessories	\$ 11,061.00
SC State 8% Taxes	\$ 6,100.00
PO Total	\$ 82,350.00

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through cooperative contracts



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase 28 Getac Toughbooks, as requested by the Columbia Police Department on March 23, 2022. Award to Synnex Corporation, using the General Services Administration Multiple Award Schedule Cooperative Contract in the amount of \$131,202.59. The vendor is located in Greenville, SC.

REQUISITION NO.: R215654

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: U.S. Department of Justice Grant - Coronavirus Emergency Supplemental Funding Program - Computer Equipment, Hardware & Peripherals (2659999-9231000021-627500). The original budget amount is \$134,487.49.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Getac Toughbooks Contract (PDF)
- **#b:** Getac Toughbooks Chart (PDF)
- **#c:** GSA MAS Cooperative Contract Information (PDF)



CONTRACT FOR GOODS

This Contract is being awarded under procurement method GSA MAS Cooperative Contract #47QTCA19D00MM

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Synnex Corporation, with legal address and principal place of business at 39 Pelham Ridge Drive, Greenville, SC 29165 (hereinafter referred to as the “Contractor”), to provide 28 Getac toughbooks.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

3. **TERM OF CONTRACT/ DELIVERY** – F.O.B. Destination
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Columbia Police Department.
5. **COMPENSATION**
 - A. The compensation to be paid by the City to the Contractor under this Agreement, to Synnex Corporation, shall no exceed One Hundred Thirty-One Thousand Two Hundred Two Dollars and Fifty-Nine Cents (\$131,202.59) .

- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO GSA MAS COOPERATIVE CONTRACT #47GTCA19D00MM**

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

7. **MISCELLANEOUS**

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor 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 Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the schedule of goods, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor 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 Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Synnex Corporation
Getac Toughbooks

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

4.19.2022

CONTRACTOR

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Quote

EXHIBIT A

QUOTE ORDER INFORMATION

As of 3/18/22

GSA quote PO/Quote# Pricing
 638217 WQ116156990 Federal Govt SPA(FG)

Bill-to
 CITY OF COLUMBIA
 ACCOUNTING DIVISION PO BOX 147
 COLUMBIA, SC 29217
 Terms
 GSA - .25% 15 NET 30(GSD2)

Ship-to
 CITY OF COLUMBIA -
 IT
 1136 WASHINGTON
 ST.
 2ND FLOOR SUITE
 202/204
 COLUMBIA, SC
 29201

Quote Description
 GSA 47QTCA19D00MM, Exp 9/26/2024, DUNS 112375758,
 GSA@SYNNEX.com, 877-230-5680, 8:30am to 8:30pm EST

SKU TD SYNEXP/N	Mfg. P/N	Description	MSRP/List Price	Availability	GSA Price	Qty	Ext. Price
6456401	VM4PMPJABDBA	GETAC : V110 G6 TAA i7- 10510U, Hello Webcam, W 10 Pro x64 16GB RAM + TAA, 256GB PCIe SSD SR (HD LCD + Touchscreen stylus), US KBD + US PC, Membrane Backlit KBD, WIFI + BT, HH, USB Type-A x 2 + USB Type- C x 1 SCrd, r, Dual batteries, TouchPad 3yb2b	\$4,105.00	Vendor Drop Ship	\$3,049.00 includes (\$101.27) rebate expiring 05/31/2022	28	\$85,372.00
5094917	GDVNHL	GETAC : V110 Havis Vehicle Dock & Replication with screen stiffener (Black) (DC power adaptor sold separately)	\$959.32	Vendor Drop Ship	\$619.00 includes (\$96.64) rebate expiring 05/31/2022	28	\$17,332.00
4067866	GAD4L1	GETAC : LIND 12-32V DC vehicle adapter/charger	\$154.95	Vendor Drop Ship	\$131.71	28	\$3,687.88

4166448	GE-SVTBNFX5Y	GETAC : Bumper-to- Bumper + Extended Warranty - Tablet (Year 1,2,3,4 & 5)	\$599.00	Vendor Drop Ship	\$539.00	28	\$15,092.00
TAX					\$9,718.71		\$9,718.71

TOTAL: \$131,202.59

Pricing Information

All prices are displayed in USD.

The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement among the parties with respect to the subject matter hereof.

Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

Pricing is not finalized until the date payment for the entire order amount has been received.

Legal Disclaimers

We are pleased to provide you with this quote, which is not an order or offer to sell. Until you issue a purchase order and TD SYNEX Corporation ("TD SYNEX") accepts it, there is no contract for sale.

All prices and descriptions are subject to change without notice.

Unless you have an existing agreement with TD SYNEX this quote is governed by the commercial terms of sale located at <https://www.synnexcorp.com/terms/>. This summary section and all attachments are incorporated to form the entire quotation and supersede all prior communications between the parties, regardless of form.

Further, TD SYNEX is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation.

Certain TD SYNEX Vendors require TD SYNEX to pass-through terms for the Product to resellers and end users. By purchasing the Product from TD SYNEX, Buyer agrees to these Vendor pass-through terms, which are located at <https://www.synnexcorp.com/vendor-pass-through-terms/>.

We respectfully request Council's approval for this purchase using the GSA MASA Cooperative Contract #47QTCA19D00MM Vendor, Synnex Corporation, at the following cost plus sales tax.

28 Getac Toughbooks	
Base Price	\$121,483.88
SC State Taxes	\$9,718.71
PO Total	\$131,202.59

Sec. 2-204 (10) of the City Ordinance. Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations or except as otherwise provided in this article: When purchasing through cooperative contracts.

**GSA MAS Contract #47QTCA19D00MM**

expires 09/26/2024

2GIT BPA #47QTCA21A0026

expires 03/30/2026

WHAT'S NEW???*CoreView, cPacket, Eyesafe, Mimo Monitors, VIDIZMO*GSA@SYNNEX.com

- [47QTCA19D00MM GSA Pricelist \(T's & C's\)](#)
- [47QTCA19D00MM Ordering Instructions](#)
- [47QTCA19D00MM Award](#)

GSA MAS Contract 47QTCA19D00MM Price Files:

- [Hardware/Software/Supplies](#)
- [Belkin](#)
- [Black Box](#)
- [C2G, Chief, Da-Lite, Middle Atlantic Products, Vaddio](#)
- [Getac](#)
- [HPE & HPI](#)
- [Quantum](#)
- [Palo Alto Networks](#)
- [Panasonic](#)
- [Panasonic i-PRO Sensing Solutions Corporation of America](#)
- [Zebra](#)

SYNNEX Corporation GSA Ordering Instructions

GSA MAS Contract 47QTCA19D00MM (Expires: 09/26/2024)

STATE COOPERATIVE PURCHASING AUTHORIZED

Our GSA MAS Contract is available for State, Local and Education purchases

CONTRACT DETAILS

Schedule 70 **Expiration:** 09/27/2019 – 09/26/2024
GSA Pricing: <https://www.synnecorp.com/us/govsolv/pricing/>
SIC CODE: 5045
NAICS CODE: 423430, 334111, 334112, 811212, 511210, 541511, 541512
FEIN: 94-2703333
CAGE CODE: 3F1Q4
DUNS #: 112375758

SYNNEX RESELLER PARTNERING PROGRAMS

- CONTRACTOR TEAMING ARRANGEMENT (CTA)
- PARTICIPATING DEALER
- AUTHORIZED AGENT

WHO CAN ORDER

Federal government agencies, quasi-agencies (e.g. U.S. Post Office, TVA); prime and Sub-Contractors (must provide a letter of authorization from the government agency); charitable organizations; international agencies (e.g. IMF, World Bank, WHO, etc.); and state, local agencies and education (i.e., state cooperative purchasing).

VENDOR AUTHORIZATIONS

Resellers participating as Teaming, Dealer, or Agent Partners must hold and maintain vendor authorizations, where applicable, to resell products from SYNNEX' GSA Schedule & Contracts. Authorized resellers must adhere to the Terms and Conditions, of each participating manufactures' Government program, in order to resell through this Contract. Any violation of this requirement may Result in immediate de-authorization from the SYNNEX GSA Program.

GEOGRAPHIC SCOPE

48 contiguous states, D.C., Alaska, Hawaii, U.S. Territories and Commonwealths. International and APO Addresses.

FOB POINT

CONUS - Destination within 48 contiguous states & District of Columbia. OCONUS - To Port of Embarkation.

CREDIT CARDS ACCEPTED

Yes

STANDARD DELIVERY TIME

30 days after Receipt of Order (ARO) more or less based on availability. **

****Actual delivery time of in-stock items within 1 to 3 days, depending on destination.**

PAYMENT TERMS

Net 30 days

PROMPT PAY DISCOUNT

25 bps 15 days Net 30 for non-credit card orders

VOLUME DISCOUNT

1% for orders over \$100,000



MINIMUM ORDER
\$100.00

MAXIMUM ORDER LIMITATION

NONE - There is, however, a threshold of \$500,000* (called an "MO" or "Maximum Order"). Agencies are encouraged by GSA to request a price reduction when their order exceeds the MO. (*\$50,000 for shrink-wrap software, *\$25,000 for Classroom Training)

OPEN MARKET LINE ITEMS

No limitation specified by the contract. However, agencies must follow open market procurement regulations. The open market items must be clearly identified as such on the GSA Schedule delivery order. Open market items on a GSA Schedule order will not be governed by the terms and conditions of the GSA Schedule contract.

SUBSTITUTIONS

Yes - with customer's approval for product with equal or greater functionality and or lesser price. Substitute product must comply with the Trade Agreements Act.

BPA's

BPA's may be written against the contract

INDUSTRIAL FUNDING FEE

IFF= 0.75% (75 bps) included in GSA Price.

ORDERING INFORMATION

Dealer Program

Enduser P.O. is made out to the SYNNEX GSA Schedule # and the Contractor is SYNNEX, c/o Reseller Name with Reseller's address and CAGE Code

ORDERING INFORMATION

AGENT

SYNNEX Corporation
C/O Agent Name
39 Pelham Ridge Drive
Greenville, SC 29615

REMIT TO ADDRESS

SYNNEX Corporation
P.O. Box 406748
Atlanta, GA 30384-6748

EFT/WIRE TRANSFER

Bank: Bank of America
100 West 33rd Street.
New York, NY 10001
Routing# (Wire): 0260-0959-3
Routing# (EFT): 121000358
Acct #: 12339-35244
Gloria E. Hernandez
(925)-675-7066
Int'l EFT: BOFAUS3N

SYNNEX GSA CONTACTS:

Johnny Thompson

Government Program Sales-Business Development
864-349-4403

JohnnyT@synnex.com

Destiny Lark

GSA Contracts Administrator
864-349-4713

DestinyL@synnex.com

Ed Somers

Director, Public Sector
864-349-4374

EdS@synnex.com

Carol Canete

Public Sector Sales-Business Development
864-373-7554

GSA@synnex.com

SYNNEX GOVSOLV COMMUNITY WEBSITE: <https://www.synnexcorp.com/us/govsolv/>



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve an Agreement for Consulting Services for the Assembly Street Railroad Separation Project, as requested by the City Manager's Office. Award to the South Carolina Department of Transportation (SCDOT) in the amount of \$100,000.00.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City Manager's Office - Special Contracts (1011102-638500). The original budget amount is \$100,000.00.

CLEAN WATER 2020?: No

The City of Columbia is in the preliminary phases of preparing applications for USDOT's Mega Grant and INFRA Grant programs. The Assembly Street Railroad Separation Project seeks to address one of the State's highest profile traffic areas where both vehicle and train traffic meet on a daily basis. The City of Columbia is working with partner agencies to secure funds for the Assembly Street Grade Separation Project. SCDOT is agreeable to provide assistance to City under the terms of this Agreement.

ATTACHMENTS:

- **#a:** APPROVED Columbia INFRA and Mega Grant FPA Draft (002) (Thye edits)docx ... (PDF)
- **#b:** Assembly St RR Separation Project Agmt Train Flyer 11x17 Rev 2(DOCX)

Agreement
Between the
South Carolina Department of Transportation
And the
City of Columbia

THIS AGREEMENT is made this _____ day of _____, 2022, by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) and the City of Columbia (hereinafter referred to as “City”) (collectively “the Parties”).

WITNESSETH THAT:

WHEREAS, City is in the preliminary phases of preparing applications for USDOT’s Mega Grant and INFRA Grant programs; and

WHEREAS, City has requested SCDOT’s assistance in procuring professional services needed for preparing the grant applications; and

WHEREAS, SCDOT is agreeable to provide assistance to City under the terms of this Agreement; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement;

WHEREAS, the Assembly Street Railroad Separation Project (“Project”) seeks to address one of the State’s highest profile traffic areas where both vehicle and train traffic meet on a daily basis; and,

WHEREAS, the Assembly Street Railroad Separation Project is an ongoing project being managed by SCDOT; and,

WHEREAS, the Assembly Street Railroad Separation Project has progressed to the Preliminary Engineering Phase, and;

WHEREAS, the City of Columbia is working with partner agencies to secure funds for the Assembly Street Grade Separation Project; and;

WHEREAS, SCDOT entered into a contract with STV, Inc. as the Project consultant; and,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the Parties do hereby agree as follows:

I. PURPOSE:

The purpose of this Agreement is to define the rights and responsibilities of the Parties in regards to procuring professional engineering services necessary for City to prepare applications for discretionary grants made available by the United States Department of Transportation.

II. PERIOD OF PERFORMANCE:

The effective date of this Agreement is the date of execution by the Parties hereto. This Agreement will remain in effect until the Project is completed unless terminated pursuant to Section VI. f.: Termination.

III. SCDOT WILL:

- a. Identify an SCDOT employee to serve as liaison and contact between the Parties hereto.
- b. Submit a change order on an existing SCDOT contract with STV, Inc. for STV to perform the services outlined in STV's correspondence to City, attached hereto and incorporated herein.
- c. SCDOT will bill City for services provided under this Agreement.

IV. CITY WILL:

- a. Identify a City employee to serve as liaison and contact between the Parties hereto.
- b. Provide to SCDOT all pertinent information necessary to procure the services needed no later than _____.
- c. Provide input to STV on the development of the grant applications.
- d. Submit grant applications in the name of the City of Columbia.

V. FUNDING:

- a. The City's estimated total cost under this Agreement is \$100,000.00.
- b. City is responsible for the entire cost of this Agreement, including any items added to the scope of services.

- c. SCDOT will invoice City based on this Agreement approximately 30 days after execution of this Agreement.
- d. City shall remit the invoiced amount to SCDOT within 30 days of receipt of the invoice.

VI. GENERAL:

- a. DISPUTES. All claims or disputes shall be filed with the SCDOT Deputy Secretary for Finance and Administration. All Parties will meet to attempt to resolve the dispute or claim. The Deputy Secretary's decision in the matter shall be final and conclusive for all Parties.
- b. NOTICES. All notices and other correspondence will be officially delivered as follows:

1. As to SCDOT:

South Carolina Department of Transportation

955 Park Street
Columbia, SC 29201

2. As to the City of Columbia:

City of Columbia

Attn.: _____

- c. COMPLIANCE WITH LAWS. The Parties hereto agree to conform to all of the SCDOT, State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- d. AMENDMENTS. City, or its authorized agents, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by all Parties hereto.

- e. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- f. TERMINATION. This Agreement may be terminated by either Party upon 30 days' written notice to the other.
- g. COST UNDERRUNS. In the event that the total cost under this Agreement is less than originally estimated, SCDOT will determine and refund any excess amount paid to SCDOT by City. The refund will be made within 30 days of the final completion and closure of the Project within SCDOT's Accounting Office. Refunds will not be unreasonably withheld, delayed, or denied.
- h. COST OVERRUNS. If it becomes apparent that the cost under the Agreement will exceed the funding available, SCDOT will provide City notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the services committed under this Agreement. City shall remit to SCDOT within 30 days of receipt of the notice the additional funds needed to complete such services under the Agreement. No work will be completed beyond that covered by the available funds. SCDOT shall incur no liability from Consultant in the event City terminates this Agreement due to lack of funds.
- i. AMENDMENTS. City, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any party hereto unless such amendment has been agreed to in writing by all Parties hereto.

VII. SUCCESSORS AND ASSIGNS.

- a. SCDOT and City each bind themselves and their respective successors, executors, administrators, and assigns to the other with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other Party.
- b. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement.

VIII. EXECUTION IN COUNTERPARTS.

- a. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same

Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

IX. ENTIRE AGREEMENT.

- a. This Agreement with attached Exhibit(s) and/or Certification constitutes the entire Agreement between the parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature Blocks on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
4.8.2022

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance and Administration or
Designee

RECOMMENDED BY:

Deputy Secretary for Engineering or Designee

REVIEWED BY:

Title: _____



Assembly St. Railroad Separation Project

Infrastructure Investment and Jobs Act

The \$1.2 Trillion Infrastructure Investment and Jobs Act (IIJA), signed into law in November 2021, includes \$550 billion in new funding to rebuild roads and bridges, water infrastructure, resilience, internet, and more. Congress intends the competitive grant programs to fund transformational and generational projects.

The Assembly Street Project falls squarely in this category. It also meets most, if not all, of the Administration’s equity, climate, and state of good repair goals and is a project of regional significance with broad community and regional support across a diverse group of stakeholders.

Competitive Transportation Grant Programs

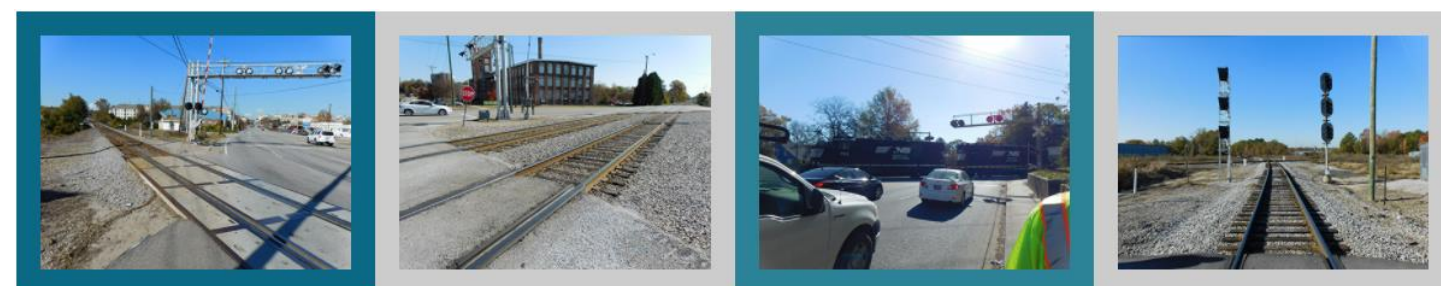
IIJA provides funding over five years (FY 2022-FY 2026) as follows.

- Mega Projects: \$1 billion per year for FY 2022-FY 2026 (total of \$5 billion over 5 years)
- INFRA: \$1.64 billion per year for FY 2022-FY 2024 and \$1.54 billion per year for FY 2025 and FY 2026 (total of \$8 billion over 5 years)
- CRISI: \$1 billion per year FY 2022-FY 2026 (total of \$5 billion over 5 years)
- Railroad Grade Crossing Discretionary: \$600 million per FY 2022-FY 2026 (total of \$3 billion over 5 years)

Note that these funds are either Highway Trust Fund contract authority or General Fund advance appropriations provided by IIJA. Congress could choose to provide additional funding for any of these programs in any given fiscal year, similar to how they provided an additional \$775 million for RAISE this year.

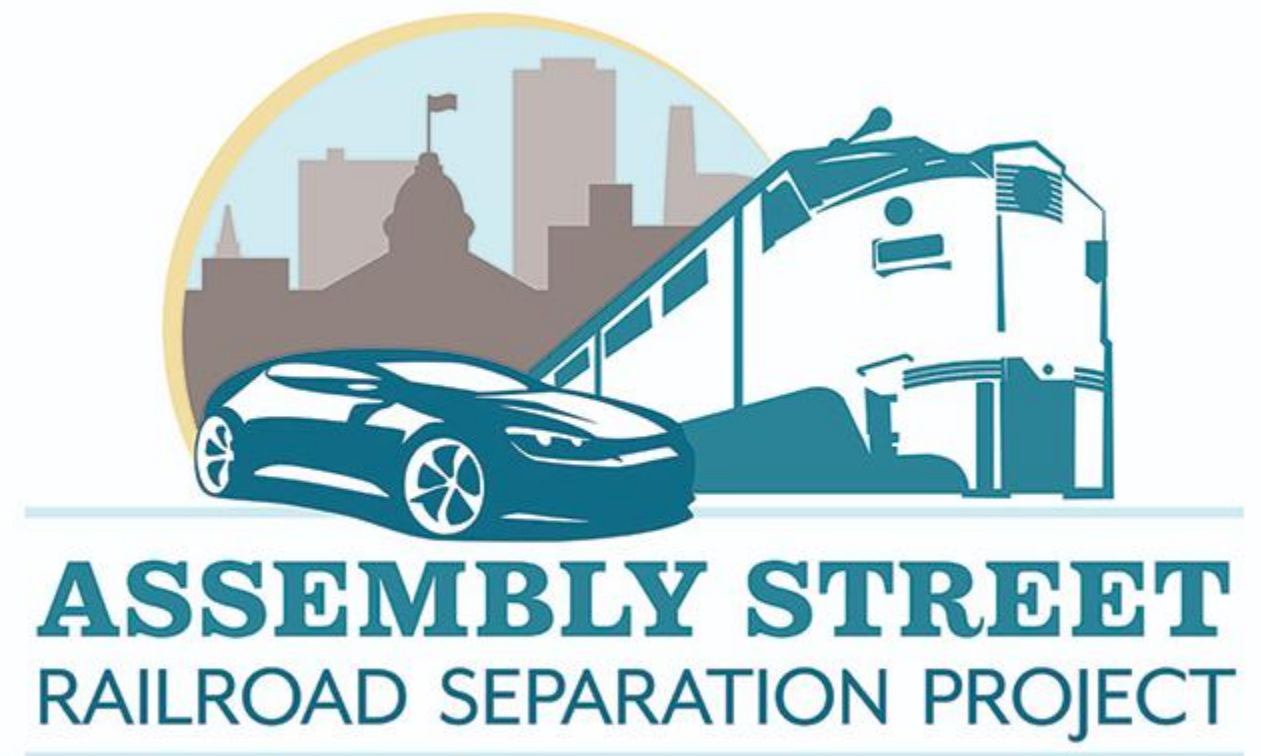
Potential Grant Opportunity Schedule

2022	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
FONSI		Finding of No Significant Impact									
INFRA/Mega											
CRISI											
SCTIB		Ongoing									



Assembly St. Railroad Separation Project

9.b



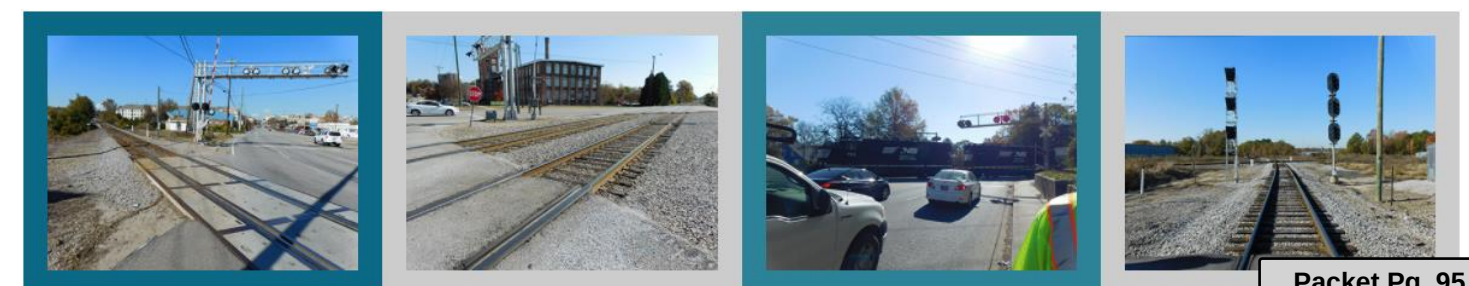
Information Packet:

Purpose

Components

Status

Potential Funding Sources





Assembly St. Railroad Separation Project

Purpose

Columbia is the crossroads of the state of South Carolina with government, industry and education all coming together in the Capital City. Thousands of people go to work here, attend college here, and serve the people of South Carolina here in various capacities. With that comes thousands of commuters coming to the City daily, and thousands more on the weekends for conventions and events. Assembly Street is a heavily traveled artery and the combination of increased vehicular traffic congestion, freight rail volume and slow train traffic speeds results in unacceptable delays (both to vehicles and trains), increased air and noise pollution, and increased danger to pedestrians.



The Assembly Street Railroad Separation Project and Huger Street Connector seeks to address one of the state's highest profile traffic areas where both vehicle and train traffic meet on a daily basis. Located adjacent to Williams Brice Stadium and minutes from the State House, this project will separate train and vehicular traffic permanently, allowing both to move freely through Columbia.

Project Components

Although the preferred alternative has not been selected, the below description focuses on one of the leading alternatives. A map of this option is on the next page of this flyer.

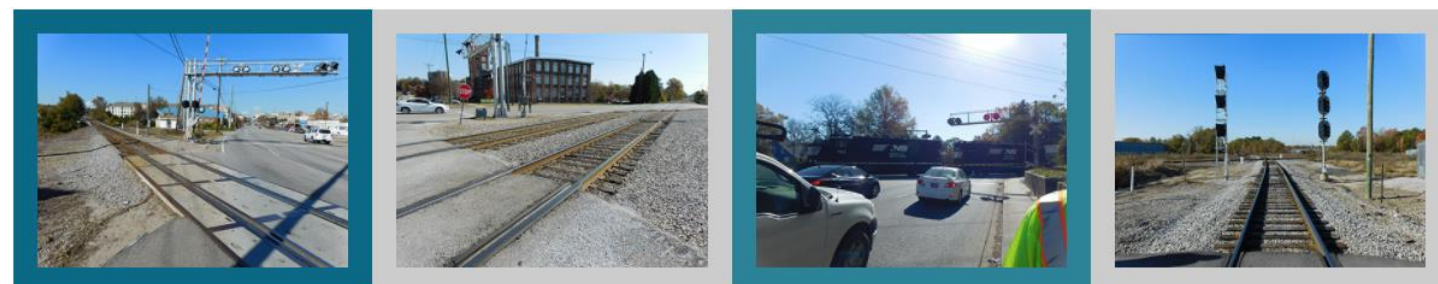
Alternative A (Formerly 320): Eliminates 15 grade crossings (6 via horizontal; 9 via raised profile). Assembly Street would be lowered and the rail tracks would be elevated at Catawba and Whaley Streets. The existing at grade crossings at Dreyfuss and Assembly (near Capital City Stadium) and Rosewood and Assembly (near the Fairgrounds) would be removed. Road closures would occur for Lincoln and Flora Streets. The rail line crossing Assembly Street near the California Dreaming Restaurant (400 block of Assembly Street) will remain – the low volume of train traffic has minimal impact on vehicular congestion.

Huger Street Connector:

As part of the project, a proposed new vehicular road with bridge over the current rail line would be built connecting Huger Street with Wayne Street. The at grade crossing at Huger Street would remain for local traffic.

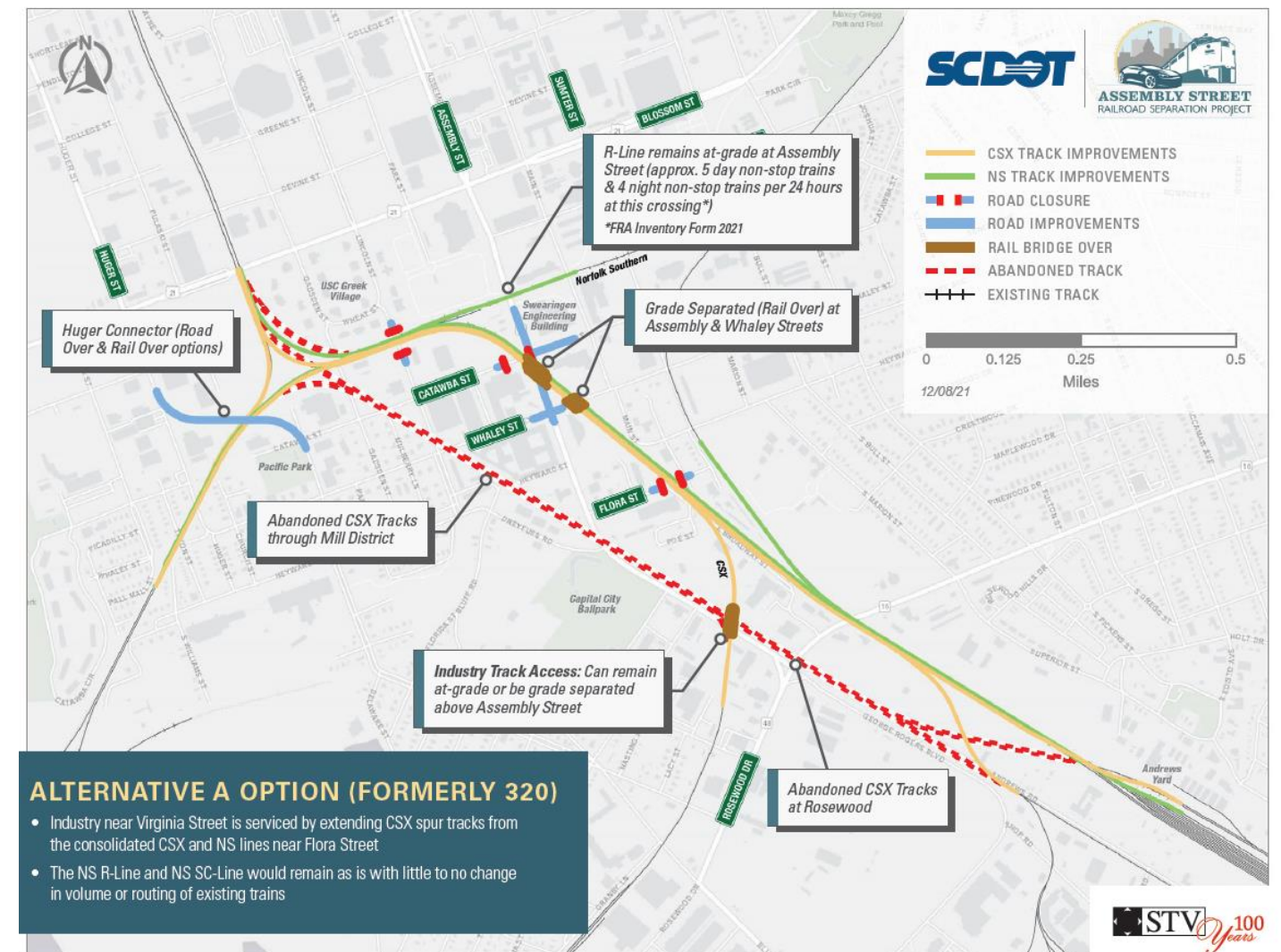
Status

The City of Columbia and the South Carolina Department of Transportation (SCDOT) are collaborating to advance the project forward while securing funding for the next steps. Preliminary Engineering Agreements have been established with CSX and Norfolk Southern. The railroads have provided comments to alternatives and SCDOT are reviewing them internally. The EA (Environmental Assessment) and the FONSI (Finding of No Significant Impact) are expected to be complete by 4th quarter 2022. Because of the preliminary status of the project, a final project cost estimate has not yet been determined. However, the current estimated range as provided by the SCDOT is \$180 – \$220 million for the entire project.



Assembly St. Railroad Separation Project

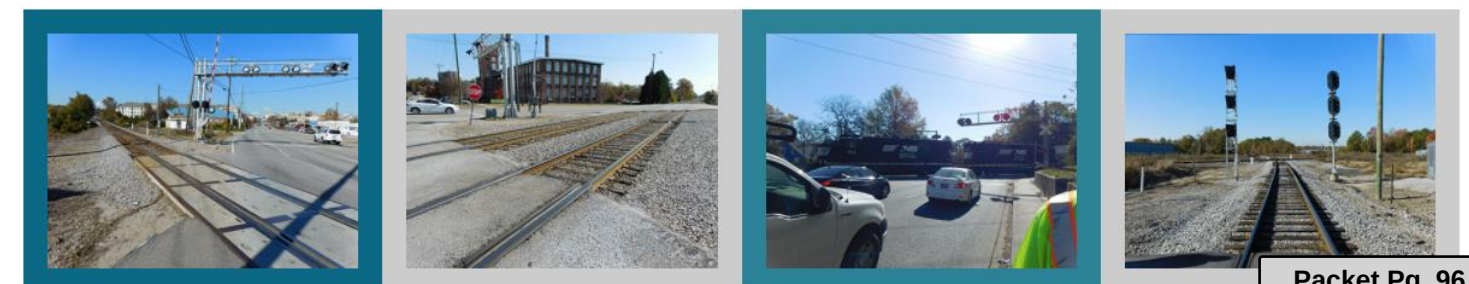
9.b



A larger map can be found at www.assemblystreetrailproject.com.

More Information

The South Carolina Department of Transportation has created a website where citizens can provide input and learn more about the project. It is at www.assemblystreetrailproject.com.





We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7502; Summerlea Drive Sewer Replacement, as requested by Columbia Water on November 22, 2021. Award to AAA Utility and Construction, LLC in an amount not to exceed \$1,037,618.65, which includes contingency. The firm is located in Columbia, SC.

REQUISITION NO.: R214133

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: FEMA (2539999-SS750201-638400). The original budget amount is \$1,037,618.65.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

AAA Utility and Construction, LLC is the prime contractor and will provide sewer replacement services at 58.77% (\$554,416.68) of the total contract amount.

The following subcontractor will provide additional services:

Eargle's Hauling & Landscaping, a Minority Business Enterprise of Columbia, SC, will provide grading and site work services at 41.23% (\$388,873.00) of the total contract amount.

The intent of this SS7502 Summerlea Dr Sewer Replacement project is to replace a few segments of the 36-inch SS main running near the Smith Branch creek. This area was impacted by the October 2015 flood and some cleaning of debris and installation of erosion control matting will be incorporated during the project. Additionally, we will remove a portion of line, cap, and seal a manhole that is being removed from service. A new service lateral in the area will be installed to renew existing sewer services. The work includes furnishing all labor, equipment, tools, accessories, and materials required. Replacement efforts are intended to reduce the likelihood of future major rain events impacting the SS main near the culvert at Sunset Drive and correct problems that may lead to sanitary sewer overflows (SSOs) through structural, operations and maintenance, and infiltration and inflow (I/I) related defects of City wastewater assets.

This is a flood recovery project that is federally funded. Federal funding does not permit the use of our OBO programs. A local contractor won the competitive bid and has included a CDBE company on their team at 41% participation.

There were four (4) bids received for this project under BID022-21-22-CE.

The total construction time allocated for this project is two hundred forty (240) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$ 943,289.68
Contingency (10%)	\$ 94,328.97
Total	\$1,037,618.65

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#c:** Official Bid Tabulation (PDF)
- **#d:** BIR Form for AAA Utility and Construction LLC (PDF)

Contract

City of Columbia, South Carolina

SS7502

Summerlea Dr. Sewer Replacement FEMA

BID022-21-22-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and AAA Utility and Construction, LLC with legal address and principal place of business at 5448 Bluff Road, Columbia, SC 29209, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred ten (210)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **two hundred forty (240)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Nine Hundred Forty-Three Thousand Two Hundred Eighty-Nine Dollars and Sixty-Eight Cents (\$943,289.68)**. This Contract also provides for an additional contingency in the amount of **Ninety-Four Thousand Three Hundred Twenty-Eight Dollars and Ninety-Seven Cents (\$94,328.97)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Notice to Proceed.

9.2.6 Performance and Payment Bond.

9.2.7 Part 15 "General Specifications".

9.2.8 Special Provisions.

9.2.9 2019 Federal Clauses.

9.2.10 Conditions of Federal Funding for Contracts Certification for Contracts, Grants, Loans, and Cooperative Agreements.

9.2.11 Technical Specifications.

9.2.12 Easements.

9.2.13 Drawings, numbered G01 through C06, inclusive and dated October 2021.

9.2.14 Addendum number 1, inclusive.

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

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor
AAA Utility and Construction, LLC

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

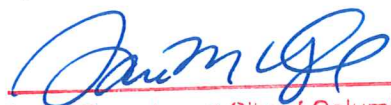
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Event Number	BID022-21-22-CE Addendum 1	Organization	City of Columbia, SC
Event Title	Summerlea Drive Sewer Main Replacement	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	1/26/2022 04:25:01 PM (ET)	Phone	(803) 545-3476
Close Date	2/24/2022 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AAA Utility and Construction LLC	Columbia	SC	2/24/2022 09:21:57 AM (ET)	1	\$943,289.68
LAD Construction, LLC	Swansea	SC	2/24/2022 10:18:19 AM (ET)	1	\$1,462,930.00
Stutts & Williams, LLC	Lexington	SC	2/24/2022 09:48:23 AM (ET)	1	\$1,588,955.00
mcclam & associates inc	little mountain	SC	2/24/2022 10:18:03 AM (ET)	1	\$1,702,868.00

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

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number <u>(REQUIRED)</u>	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Eargle's Hauling & Landscaping Duns # 057711245	V016741	Grading, Site work	\$388,873	41.23 %	DBE, MBE, CDBE	BM
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 388,873

TOTAL CONTRACT AMOUNT: \$ 943,289

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

Business Name: AAA Utility and Construction LLC

Representative Name/Title: David Welsford / Manager

Date: 2/24/2022



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-029 - Granting an encroachment to Lafaye Homes for the use of the right of way area of the 1000 block of Bryan Street and the 2200 block of Clark Street for the installation and maintenance of sidewalks, landscaping, and irrigation adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, Richland County TMS#09012-10-16, 09012-10-32, 09012-10-33 and 09012-10-34

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on April 19, 2022.

ATTACHMENTS:

- **#a:** O-2022-029 - Bryan Street Encroachment (PDF)
- **#b:** Bryan Street Encroachment packet (PDF)

HISTORY:

04/19/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-029

Granting an encroachment to Lafaye Homes for the use of the right of way area of the 1000 block of Bryan Street and the 2200 block of Clark Street for the installation and maintenance of sidewalks, landscaping, and irrigation adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, Richland County TMS#09012-10-16, 09012-10-32, 09012-10-33 and 09012-10-34

WHEREAS, Lafaye Homes (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1000 block of Bryan Street and the 2200 block of Clark Street for the installation and maintenance of sidewalks, landscaping, and irrigation adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 1000 block of Bryan Street and the 2200 block of Clark Street adjacent to single-family residences under construction at 1011, 1013, 1015 and 1017 Bryan Street, Richland County TMS#09012-10-16, 09012-10-32, 09012-10-33 and 09012-10-34, for the installation and maintenance of sidewalks measuring approximately five (5') feet in width three hundred sixty (360') feet in length, landscaping, and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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

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

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

3. Grantee is responsible for maintaining landscaping and improvements.

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

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. A total of five (5) on-street parking spaces must be maintained between 1011 Bryan Street and 1017 Bryan Street. The on-street parking layout can be modified to ensure the lots have access and distancing requirements are maintained.

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

Requested by:

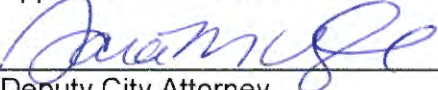
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-029**



**1000 BLOCK OF BRYAN STREET, 2200 BLOCK OF CLARK STREET
ADJACENT TO 1011, 1013, 1015 AND 1017 BRYAN STREET
SIDEWALKS, LANDSCAPING, AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1011, 1013, 1015 and 1017 Bryan Street
Council District:	1
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping, and irrigation.
Applicant:	Lafaye Homes
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately five (5') feet in width three hundred sixty (360') feet in length, landscaping, and irrigation, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. A total of five (5) on-street parking spaces must be maintained between 1011 Bryan Street and 1017 Bryan Street. The on-street parking layout can be modified to ensure the lots have access and distancing requirements are maintained.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.

Denny Daniels, Columbia Water Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.



City of Columbia

City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Thursday, March 24, 2022

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway
- City Maintained

- State Maintained
- Private
- Others

FEMA Flood Hazard Area

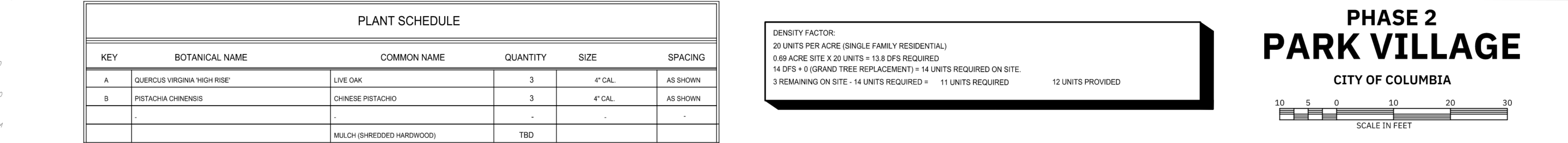
- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 0.01 0.02 0.04
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CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



1. QUANTITIES ARE SHOWN FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKEOFF. SPACING SHALL PREVAIL IF THERE IS CONFLICT BETWEEN QUANTITIES AND SPACING.
2. ALL DISTURBED AREAS NOT COVERED BY BUILDINGS, PAVEMENT, OR LANDSCAPING SHALL BE STABILIZED AS PER THE EROSION CONTROL PLAN. SPECIAL PROVISIONS FOR GRASSING AND SODDING WILL BE NOTED ON THE LANDSCAPE PLAN. IN THE EVENT THERE IS NO NOTE, THE EROSION CONTROL PLAN WILL GOVERN.
3. WEED BARRIER FABRIC SHALL BE UTILIZED IN PLANTING BEDS. (BLACK POLYPROPYLENE SHEET 27 MILS THICK) - PER SPECS.
4. CONTRACTOR TO TREAT NEW PLANT MIXES WITH WEED PREVENTER AS RECOMMENDED BY MANUFACTURER. - PER SPECS.
5. PLANT PITS SHALL BE INSTALLED SO THAT THE ROOT FLARE IS EVEN WITH FINISHED GRADE. SOIL REMOVAL FROM THE TOP OF THE ROOTBALL MAY BE REQUIRED TO EXPOSE THE ROOT FLARE.
6. ALL TREES IN PROXIMITY OF INTERSECTIONS, DRIVEWAYS, AND SIDEWALKS SHALL BE DE-LIMBED 7' (OR AS REQUIRED) TO PROVIDE SIGHT DISTANCE.
7. CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS AND ROW PERMISSIONS HAVE BEEN OBTAINED PRIOR TO STARTING WORK.
8. ALL PLANT MATERIAL AND WORKMANSHIP SHALL BE WARRANTED FOR A PERIOD OF 12-MONTHS.

LARGE TREE PLANTING AND STAKING DETAIL
not to scale

THESE PLANS AND DETAILS ARE INTENDED TO SHOW MINIMUM REQUIREMENTS, MEASURES, AND METHODS TO RESTRICT RUNOFF AND CONTROL EROSION. ADDITIONAL MEASURES MAY BE NECESSARY. THE CONTRACTORS AND ANY SUBCONTRACTORS SHALL BE AWARE THAT UNKNOWN CONDITIONS OR UNFORESEEN OCCURRENCES MAY REQUIRE IMMEDIATE ACTION TO PROTECT THE SITE AND DOWNSTREAM PROPERTIES. NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF SUCH A CONDITION OR OCCURRENCE IS KNOWN TO EXIST OR ARISE. FIELD DETERMINED TRENCH DEPTHS, SLOPES, BERM WIDTHS, AND/OR OTHERS SHALL BE CONSTRUCTED WHERE NECESSARY, TO PREVENT EROSION, TO PREVENT OVERFLOW, AND TO OVERLAP THE EXISTING SLOPES TO APPROPRIATE TREATMENT AREAS OR STABLE OUTLETS. CONTRACTORS SHALL NOT OCCUPY POSITIVE DRAINAGE TO PROPOSED DRAINAGE STRUCTURES TO ENSURE THAT PONDSING DOES NOT CONFIRM. THIS PERTAINS TO PLAINED AND UNPLAINED AREAS. SLOPES TO STRUCTURES SHALL NOT BE EXTREME AND SHALL BE SUITABLE FOR THE INTENDED USE. STORM DRAINAGE PIPES SHALL HAVE A MINIMUM OF ONE FOOT OF COVER.

PLANT SCHEDULE					
KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	QUERCUS VIRGINIA 'HIGH RISE'	LIVE OAK	3	4" CAL.	AS SHOWN
B	PISTACHIA CHINENSIS	CHINESE PISTACHIO	3	4" CAL.	AS SHOWN
	-	-	-	-	-
		MULCH (SHREDDED HARDWOOD)	TBD		

10 5 0 10 20 30

SCALE IN FEET

Packet Pg. 112



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-030 - Granting an encroachment to GSM Properties, LLC, for the use of the right of way area of the 1200 block of Taylor Street for the installation and maintenance of brick pavers and concrete sidewalks, landscaping, irrigation and a suspended pavement system to support the new landscaping adjacent to 1216 and 1218 Taylor Street, Richland County TMS# 09014-09-03 and 09014-09-04

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on April 19, 2022.

ATTACHMENTS:

- **#a:** 1216 1218 Taylor Street encroachment packet (PDF)
- **#b:** O-2022-030 - 1216-1218 Taylor Encroachment (PDF)

HISTORY:

04/19/22

Columbia City Council

APPROVED ON FIRST READING.

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-030**



**1200 BLOCK OF TAYLOR STREET
ADJACENT TO 1216 AND 1218 TAYLOR STREET
SIDEWALKS, BRICK PAVERS, LANDSCAPING, IRRIGATION AND SUSPENDED
PAVEMENT SYSTEM**

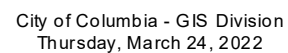
Subject Property:	Right-of-way adjacent to 1216 and 1218 Taylor Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, brick pavers, landscaping, irrigation and suspended pavement system.
Applicant:	GSM Properties, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of concrete sidewalks measuring approximately eighteen (18') feet in width forty (40') feet in length, brick pavers measuring approximately nine (9') feet in width twenty-seven (27') feet in length, landscaping, irrigation and a suspended pavement system to support the new landscaping measuring approximately five (5') in width five (5') feet in length, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Emergency egress from the buildings shall not be impeded.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

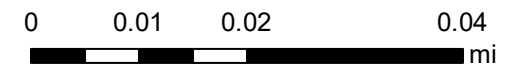
Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.

Denny Daniels, Columbia Water Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.



- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain

	Red: Band_1
	Green: Band_2
	Blue: Band_3
	Red: Band_1
	Green: Band_2
	Blue: Band_3



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Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.			
A completed and signed Application Form			
Letters of Agency for all applications where the applicant is not the owner of the subject property			
Pictures or specification sheet of the items to permanently encroach the Right-of-way			
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible		
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible		



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name SCOTT MIDDLETON	
Company (if applicable) GSM Properties, LLC	
Address (street, city, state, zip) 1619 SUMTER STREET COLUMBIA, SC 29201 1624 Main St, Columbia, SC 29201	
Phone 803-730-9454	Email SMiddleton@lthcs.com

2. Property Information

Address 1216 - 1218 Taylor St, Columbia, SC 29201	
Tax Map Reference Number(s) Richland County TMS # R09014-09-03 & R09014-09-04	
Current use Vacant	Proposed use Dining / Restaurant

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

GSM Properties, LLC intends to renovate the building located at 1216 - 1218 Taylor St. in Columbia, SC that's associated with Richland County TMS # R09014-09-04 & R09014-09-03. Necessary infrastructure & improvements in Taylor St. Right-of-Way (SC-12), as shown in the Site Construction Plans provided as part of this application, to support the proposed renovations are described below.

The proposed improvements include demolition of the sidewalk in front of the existing building along 1216 to 1218 Taylor St., installation of new brick paver(s) & concrete sidewalk, installation of a new 4" water meter vault in the new sidewalk, & the installation of new landscaping & suspended pavement system to support the new landscaping, as shown in the Site Construction Plans provided as part of this application.

The sidewalk surfacing & landscaping shown in the Site Construction Plans is consistent with previous improvements made adjacent to the Project Site (refer to 1227 Taylor St. (TMS # R09014-04-09)) and is proposed at the request of the City of Columbia.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

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.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
Print Name	Date
SCOTT MIDDLETON	12-10-2021

SITE CONSTRUCTION PLANS

FOR

1216-1218 TAYLOR ST IMPROVEMENTS

CITY OF COLUMBIA, SC

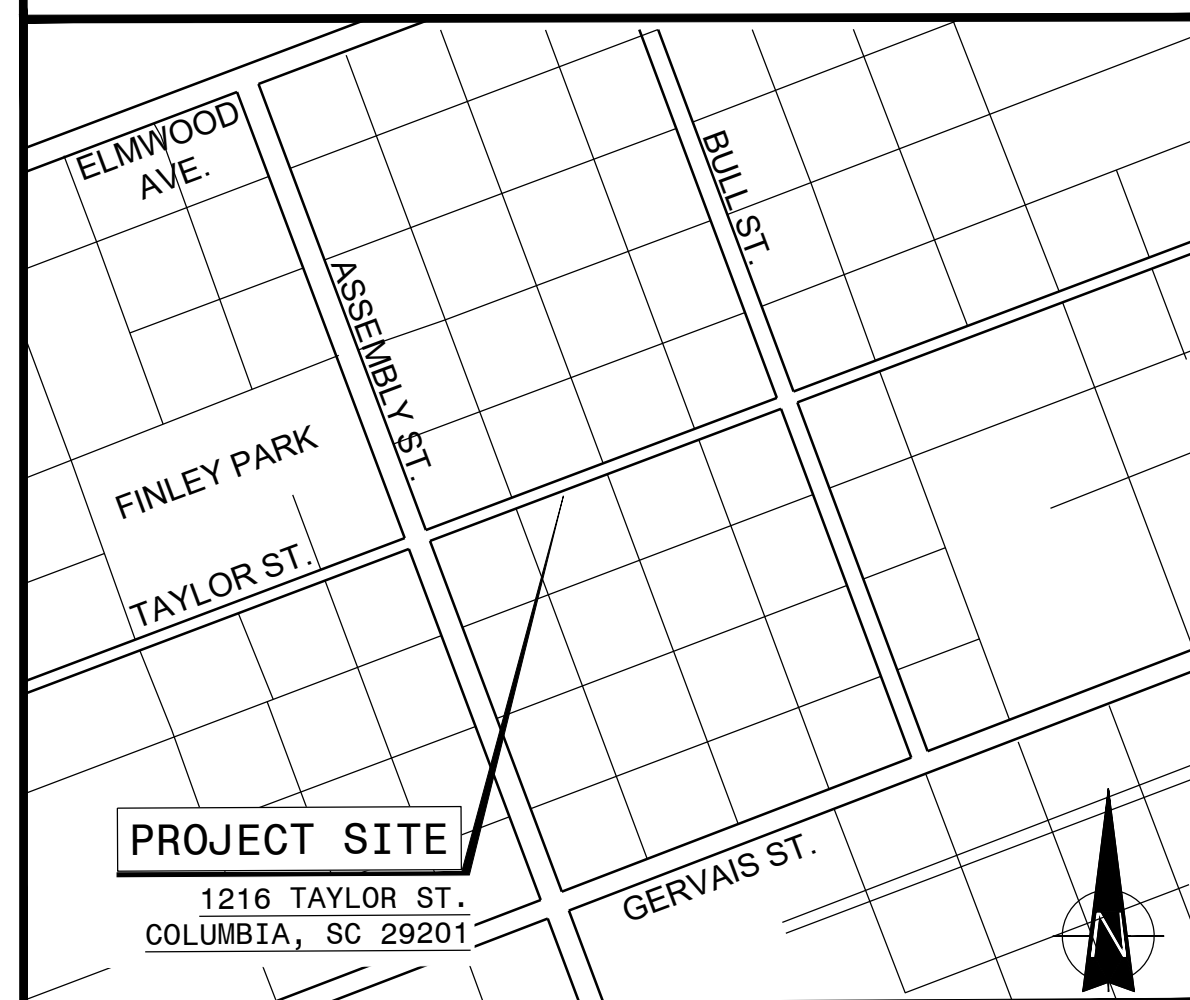
GENERAL NOTES:

1. A COMPLETE SET OF APPROVED DRAWINGS MUST BE MAINTAINED ON SITE AT ALL TIMES THAT THE CONTRACTOR IS PERFORMING WORK.
2. WITHIN ALL NOTES, THE TERM CONTRACTOR SHALL MEAN THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR OR VENDOR PERFORMING CONSTRUCTION ON THE SITE.
3. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES ON THE DRAWINGS, OR IN THE FIELD PRIOR TO BEGINNING WORK OR DURING CONSTRUCTION, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
4. BOUNDARY AND TOPOGRAPHY HAS NOT BEEN FIELD VERIFIED BY THE ENGINEER. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING FIELD CONDITIONS AND REPORT ANY DISCREPANCIES OR CONFLICTS TO THE ENGINEER PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION. CONTRACTOR SHALL CONTACT THE STATE'S LOCATION SERVICE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF FEDERAL, STATE, COUNTY AND LOCAL MUNICIPALITIES.
7. ALL MATERIALS, METHODS, AND DETAILS OF CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND REGULATIONS OF THE CITY OF COLUMBIA & SCOTD.
8. ALL RIGHT-OF-WAY CONSTRUCTION SHALL MEET LOCAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST EDITION.
9. THE CONTRACTOR IS REQUIRED TO MEET ALL APPLICABLE FEDERAL, OSHA, STATE, & LOCAL REGULATIONS CONCERNING PROJECT SAFETY AND ASSUMES FULL RESPONSIBILITY FOR SAFETY ON THE PROJECT.
10. THE CONTRACTOR SHALL VERIFY THAT ALL NECESSARY PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED PRIOR TO THE START OF THE PROJECT.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING INFRASTRUCTURE WITHIN THE SITE OR ADJOINING PROPERTIES (I.E. PAVEMENT, CURB, SIDEWALK, UTILITIES, LANDSCAPED AREAS ETC.). THE CONTRACTOR SHALL REPAIR/REPLACE ALL DAMAGED ITEMS IMMEDIATELY, IF NECESSARY, OR PRIOR TO THE END OF THE JOB AND AT NO COST TO THE OWNER IN ACCORDANCE WITH LOCAL REGULATORY REQUIREMENTS.
12. CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES, AS NEEDED.
13. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF ALL UTILITIES BY THE APPROPRIATE UTILITY COMPANY AND SUBCONTRACTORS PERFORMING WORK TO AVOID CONFLICTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR SCHEDULING INSTALLATION OF ALL UTILITIES IN A TIMELY, ORGANIZED, AND SYSTEMATIC MANNER.
14. IN THE EVENT OF A CONFLICT WITH WATER, SEWER, DRAINAGE OR OTHER UTILITY LINES, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO MAKING FIELD ADJUSTMENTS.
15. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL RUBBISH, TRASH, DEBRIS AND ORGANIC MATERIAL ETC. IN A LEGAL MANNER.

LAND DISTURBANCE

±0.04 ACRES

SITE VICINITY MAP - 1"=1000'



SHEET INDEX - CIVIL SITE

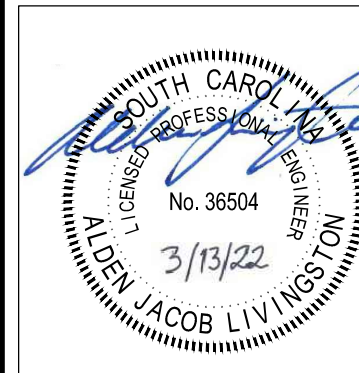
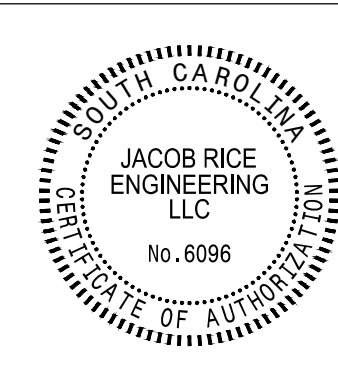
[illegible]

DEVELOPED BY

GSM PROPERTIES, LLC

PROJECT CONTACTS

DEVELOPER / OWNER GSM PROPERTIES, LLC 1624 MAIN ST. COLUMBIA, SC 29201 CONTACT: ALDEN LIVINGSTON PHONE: (803) 760-3437 EMAIL:		ENGINEER JACOB RICE ENGINEERING, LLC 14 CALENDAR CT. COLUMBIA, SC 29206 CONTACT: MR. J. WES TAYLOR PHONE: (803) 254-9082 EMAIL: ALIVINGSTON@JACOBRIICEENG.COM		ARCHITECT LTC ASSOCIATES, INC. 1213 LADY ST. SUITE 400 KNOXVILLE, TN 37919 CONTACT: MR. J. WES TAYLOR PHONE: (803) 254-9082 EMAIL: WTAYLOR@LTCARCH.COM		PLANNING & ZONING CITY OF COLUMBIA 1136 WASHINGTON ST. COLUMBIA, SC 29201 CONTACT: JONATHAN E. CHAMBERS PHONE: (803) 545-3267 EMAIL: JONATHAN.CHAMBERS@COLUMBIASC.GOV		STORMWATER CITY OF COLUMBIA 1136 WASHINGTON ST. COLUMBIA, SC 29201 CONTACT: ALFRED "AJ" JESSEE PHONE: (803) 545-3267 EMAIL: ALFRED.JESSEE@COLUMBIASC.GOV		WATER & SEWER CITY OF COLUMBIA 1339 MAIN ST. COLUMBIA, SC 29201 CONTACT: SCOTT ROGERS PHONE: (803) 545-3290 EMAIL: MICHAEL.ROGERS@COLUMBIASC.GOV		**** THE INDIVIDUALS LISTED **** HERE-IN ARE INTENDED TO BE POINTS OF CONTACT AND ARE NOT NECESSARILY THE PROFESSIONALS OF RECORD. REFER TO THE INDIVIDUAL DISCIPLINE PLANS FOR INFORMATION REGARDING THE RESPECTIVE PROFESSIONALS OF RECORD.		  Know what's below. Call before you dig.		DRAWING NUMBER C-001	
--	--	--	--	---	--	--	--	---	--	---	--	---	--	---	--	------------------------------------	--



803.760.3437
14 CALENDAR CT.
COLUMBIA, SC 29206



JACOB
RICE
ENGINEERING

PRELIMINARY - NOT FOR CONSTRUCTION

[illegible]

DESIGNED: AJL
DRAWN: KDK
CHECKED: AJL
DATE: DECEMBER 2021
JOB NO.
SCALE: 1/A

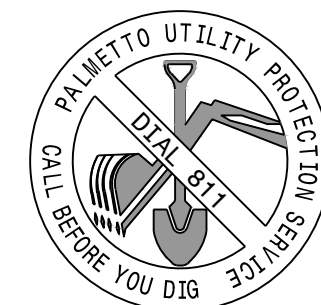
1216-1218 TAYLOR ST. IMPROVEMENTS

CITY OF COLUMBIA, SC
FOR
GSM PROPERTIES, LLC

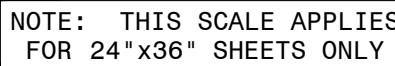
COVER SHEET

DRAWING NUMBER

C-001



Know what's below.
Call before you dig



C-003



DESIGNED: AJL
DRAWN: KOK
CHECKED: AJL
DATE: DECEMBER 2021
JOB NO.
SCALE: 1" = 10'

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	CAL	SIZE	QTY
	QUERCUS NUTTALLI (NUTTALL OAK) OR EQUAL	2" MIN	12-14' HT	1
	TRACHELOSPERMUM ASIATICUM (ASIATIC JASMINE) OR EQUAL	N/A	N/A	±20 SF

TAYLOR ST. (SC-12)
(100' R/W)

CONTRACTOR TO COORDINATE W/ THE CITY OF COLUMBIA & SCDOT FOR REMOVAL / REPLACEMENT OF SANITARY SEWER SERVICE LINE(S) & WATER MAIN(S) & THE SUBSEQUENT RESURFACING LIMITS (SEE NOTE #12)

NEW BRICK PAVERS (REFER TO 1227 TAYLOR ST (TMS# 9014-04-09)) (SEE DETAIL IMAGE FOR MORE INFO)

LIMITS OF SUSPENDED PAVEMENT SYSTEM (SEE DETAIL)

NEW BARRIER CURB & GUTTER (SEE DETAIL)

NEW ADA COMPLIANT SIDEWALK (SEE DETAIL)

PROJECT SITE
OWNER: GSM TAYLOR LLC
TMS#(s): 09014-09-03 & 09014-09-04

PROJECT SITE BOUNDARY LINE
(REF. RICHLAND CO. PLAT BK52/P02795)

LEGEND

- NEW SIDEWALK / CONC. PAVEMENT
- IVY BED (SEE PLANT SCHEDULE)
- BRICK PAVERS

SITE NOTES:

- ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RADII MEASURED FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE SHOWN.
- ALL PROPOSED CURB & GUTTER TO BE 18" BARRIER TYPE WITHIN SCDOT ROW. CONTRACTOR TO COORDINATE WITH SCDOT DISTRICT PERMIT ENGINEER FOR NEW CURB & GUTTER & SIDEWALK.
- PAVEMENT & INFRASTRUCTURE LOCATED WITHIN THE SCDOT ROW SHALL MEET THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST EDITION).
- ALL PROPOSED CURB & GUTTER TO BE 18" BARRIER TYPE UNLESS SHOWN OTHERWISE.
- ALL SIDEWALKS, STRIPING, & SIGNAGE TO BE ADA & MUTCD COMPLIANT.
- THE CONTRACTOR SHALL FURNISH & INSTALL ALL SIGNS SHOWN IN ACCORDANCE WITH SCDOT & MUTCD SPECIFICATIONS.
- ALL MARKINGS WITH SCDOT RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED EQUIVALENT.
- CONTRACTOR TO REMOVE AND REPLACE DAMAGED SIDEWALK OR CURB & GUTTER ALONG PROPERTY FRONTAGE, AS NECESSARY, AND/OR AS SPECIFIED BY DISTRICT PERMIT STAFF.
- SIDEWALK AND CURB AND GUTTER TO BE REMOVED AND REPLACED FROM JOINT TO JOINT.
- IN PRESENCE OF SIDEWALK OR OTHER ADA PATHWAYS, ACCESS(ES) TO PROVIDE A MINIMUM OF 3' WIDE PEDESTRIAN PATH OF NO GREATER CROSS SLOPE THAN 2%.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF COLUMBIA & SCDOT TO DETERMINE THE LIMITS OF RESURFACING (MILLING & SURFACING / FULL DEPTH PATCH, ETC.) & RE-STRIPING WHEN REMOVING & REPLACING THE EXISTING SANITARY SEWER SERVICE LINE(S) & WATER MAIN(S). ALL PAVEMENT MARKING(S) WITHIN SCDOT ROW SHALL BE REPLACED, AS NECESSARY, PER SECTIONS 625, 626, & 627 WITHIN SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER / DEVELOPER TO ENSURE THAT NO COMPONENTS OF THE EXISTING BUILDING AND/OR FOUNDATION OF HISTORICAL SIGNIFICANCE ARE MODIFIED, DAMAGED, OR REMOVED.

PRELIMINARY - NOT FOR CONSTRUCTION

1216-1218 TAYLOR ST. IMPROVEMENTS

CITY OF COLUMBIA, SC

GSM PROPERTIES, LLC

SITE PLAN

DRAWING NUMBER

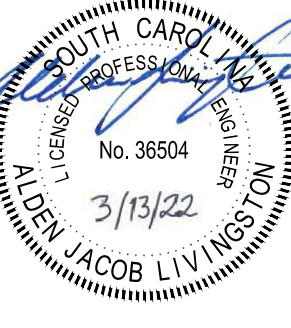
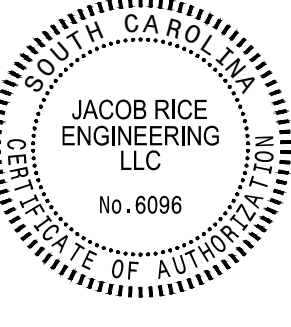
C-101

NO.	REVISIONS	DATE

DESIGNER: AJL	CHECKED: AJL	DATE: DECEMBER 2021	JOB NO.	SCALE: 1"=10'
DRAWN: KOK	CHECKED: KOK	DATE: DECEMBER 2021	JOB NO.	SCALE: 1"=10'

803.760.8437
14 CALENDAR CT.
COLUMBIA, SC 29206

JACOB RICE
ENGINEERING



Know what's below.
Call before you dig.

GRAPHIC SCALE
10' 0' 5' 10'
1 INCH = 10 FT

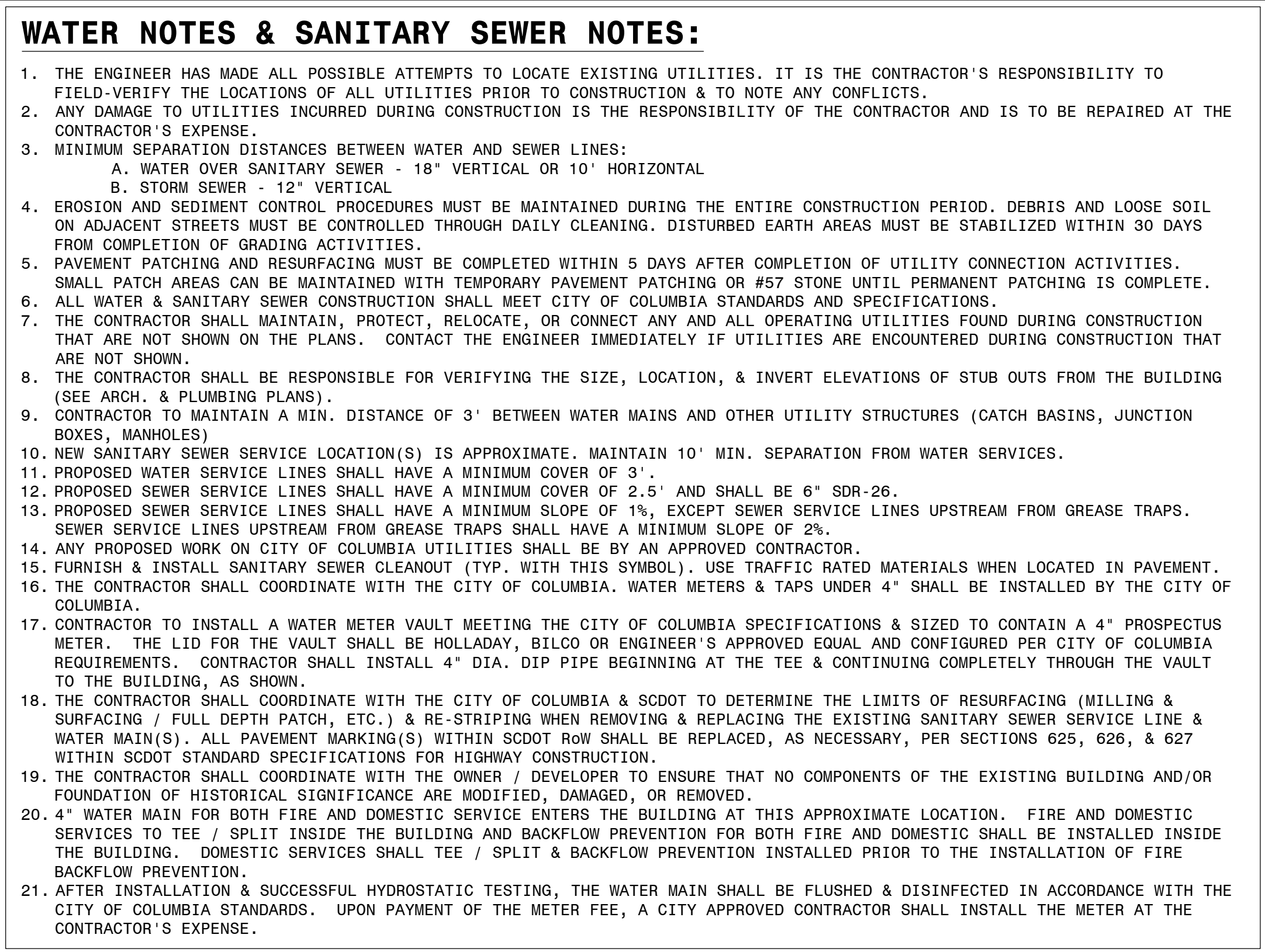
NOTE: THIS SCALE APPLIES FOR 24"x36" SHEETS ONLY

APPLICABLE SCDOT PERMITS SHALL BE OBTAINED BEFORE PERFORMING ANY WORK IN SCDOT ROW. REFER TO SHEET C-601 FOR AN SCDOT STANDARD DETAIL DRAWING CHART FOR REFERENCE.

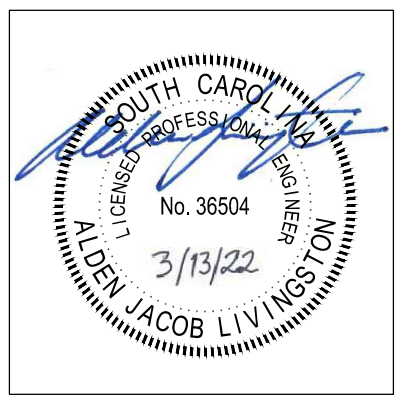
FOR PAVEMENT SECTIONS, COMPACTION REQUIREMENTS, & OTHER SUBSURFACE INFORMATION SEE PAVEMENT SECTION DETAILS ON SHEET C-601 & GENERAL NOTE(S) ON SHEET C-002.

FEMA CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS AND FOUND THAT THE PROPERTY/PROJECT SITE DESCRIBED AND SHOWN HEREIN IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAP NO. 45079C0243L, DATED DECEMBER 21, 2017.



PRELIMINARY - NOT FOR CONSTRUCTION



JACOB
RICE
ENGINEERING

DESIGNED: AJL
DRAWN: KDK
CHECKED: AJL
DATE: DECEMBER 2021
JOB NO.
SCALE: 1"=10'

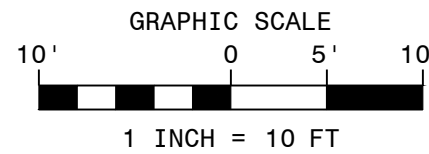
GSM PROPERTIES, LLC

WATER & SANITARY SEWER PLAN

C-401



**Know what's below.
Call before you dig**



NOTE: THIS SCALE APPLIES
FOR 24"x36" SHEETS ONLY

TAYLOR ST. (SC-12)
(100' R/W)

APPROX. LOCATION OF 5' WIDE PEDESTRIAN TUNNEL WITH PROPER CLEARANCE PER ADA REGULATIONS (SEE NOTE #10)

CONTRACTOR TO PROVIDE AND MAINTAIN TEMPORARY ADA COMPLIANT PATHWAY DURING CONSTRUCTION (SEE NOTE #10)

CONTRACTOR TO PROVIDE INLET PROTECTION AT ALL EXISTING STORM DRAINAGE INLETS, AS NEEDED (SEE NOTE #2)

APPROX. LOCATION OF TEMPORARY FENCE WITH SCREENING

APPROX. LOCATION OF TEMPORARY FENCE WITH SCREENING

CONTRACTOR TO PROVIDE MEASURES FOR CONCRETE WASHOUT CONTAINMENT, AS NEEDED

NOW OR FORMERLY
CITY OF COLUMBIA
TMS# 09014-09-02

NOW OR FORMERLY
SUMIER LLC
TMS# 09014-09-05

PROJECT SITE
OWNER: GSM TAYLOR LLC
TMS#(s): 09014-09-03 &
09014-09-04

PROJECT SITE BOUNDARY LINE
(REF. RICHLAND CO. PLAT BK52/P02795)

NOW OR FORMERLY
1544 MAIN LLC
TMS# 09014-09-24

NOW OR FORMERLY
PAIK JIN YOUNG &
HUNG HELL
TMS# 09014-09-25

NOW OR FORMERLY
SEEKFORO AARON M TRUST
TMS# 09014-09-25

NOW OR FORMERLY
DUST PROPERTIES LLC
TMS# 09014-09-13

NOW OR FORMERLY
DUST PROPERTIES LLC
TMS# 09014-09-13

NOW OR FORMERLY
INSITE LAND GROUP
TMS# 09014-09-11

NOW OR FORMERLY
PEAKE RALPH TONY
TMS# 09014-09-09

NOW OR FORMERLY
CAPITOL PLACES V
CONDOMINIUM
TMS# 09014-02-08

LEGEND

PEDESTRIAN TUNNEL

SCAFFOLDING

CONSTRUCTION AREA

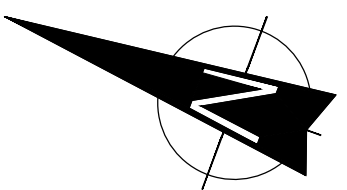
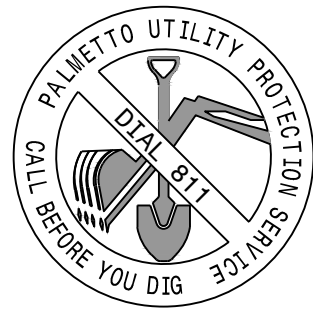
CONSTRUCTION / EROSION CONTROL PLAN NOTES:

1. REFERENCE SHEET C-002 FOR STANDARD CITY OF COLUMBIA & SCDHEC NOTES FOR SEDIMENT POLLUTION RUNOFF & EROSION PREVENTION MEASURES.
2. EROSION AND SEDIMENT CONTROL MEASURES (BMP(S)) SHALL BE INSTALLED AT THE CONTRACTOR'S DISCRETION & SHALL BE INSTALLED, AS NECESSARY, TO PREVENT SEDIMENT LADEN RUNOFF POLLUTION FROM ENTERING DRAINAGE WAY(S). NOTIFY THE ENGINEER IMMEDIATELY IF THE BMP(S) SHOWN IN THIS PLAN OR IN THE DETAILS SHEET(S) HEREIN ARE NOT.
3. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION, GRADING, EXCAVATION, FILLING OR OTHER LAND-DISTURBING ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.
4. A COPY OF THE APPROVED CIVIL CONSTRUCTION PLANS MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
5. SEDIMENT & EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL AFTER THE ENTIRE AREA DRAINING TO THE STRUCTURE IS STABILIZED.
6. THERE SHALL BE NO LAND DISTURBANCE, DEMOLITION, IMPROVEMENTS, ETC. BEYOND THE IMPROVEMENT(S) SHOWN HEREIN.
7. PROPOSED WORK ON ADJACENT PROPERTIES SHALL NOT TAKE PLACE PRIOR TO PERMISSION/TEMPORARY CONSTRUCTION EASEMENTS ARE OBTAINED.
8. THE CONTRACTOR SHALL FOLLOW THE NPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES (CGP). THE CONTRACTOR SHALL FOLLOW THE MATERIAL HANDLING PROCEDURES FOR THE ITEMS LISTED / REQUIRED IN THE CGP & AS OUTLINED IN THE CGP.
9. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING AS NECESSARY TO MEET REQUIRED EXCAVATIONS AND GRADES. DEWATERING OPERATIONS SHALL NOT DISCHARGE DIRECTLY INTO MARSH OR WETLAND AREAS. MUDDY WATER TO BE PUMPED FROM EXCAVATION AND WORK AREAS MUST BE HELD IN SETTLING BASINS OR FILTERED PRIOR TO ITS DISCHARGE INTO SURFACE WATERS OR STORM DRAINAGE SYSTEMS.
10. THE CONTRACTOR SHALL PROVIDE & MAINTAIN ADA COMPLIANT ACCESS PATH(S) AT ALL TIMES ALONG THE TAYLOR ST. FRONTAGE SIDEWALK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON FINDING DISCREPANCIES HEREIN THAT PREVENT ADA COMPLIANT ACCESS PATH(S) FROM BEING MAINTAINED PERPETUALLY THROUGH CONSTRUCTION & AFTER CONSTRUCTION WHEN FINAL SURFACING & STABILIZATION IS COMPLETE.

CONTRACTOR TO PROVIDE SEDIMENT & EROSION CONTROL MEASURE(S), AS NEEDED (SEE NOTE #2)

NOW OR FORMERLY
SOUTH CAROLINA BAPTIST
TMS# 09014-09-14

PRELIMINARY - NOT FOR CONSTRUCTION



GRAPHIC SCALE
10' 0 5' 10'
1 INCH = 10' FT

NOTE: THIS SCALE APPLIES FOR 24"x36" SHEETS ONLY

1216-1218 TAYLOR ST. IMPROVEMENTS

CITY OF COLUMBIA, SC

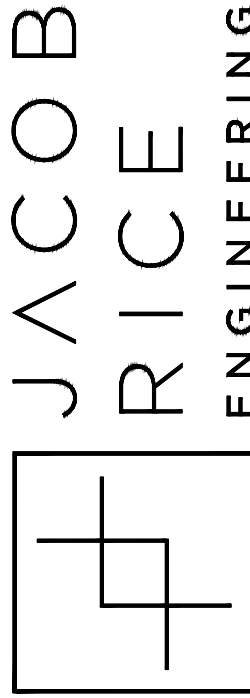
for
GSM PROPERTIES, LLC

CONSTRUCTION / EROSION CONTROL PLAN

DRAWING NUMBER

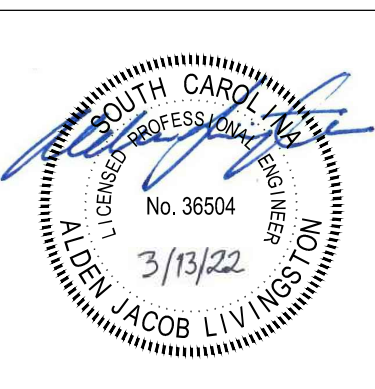
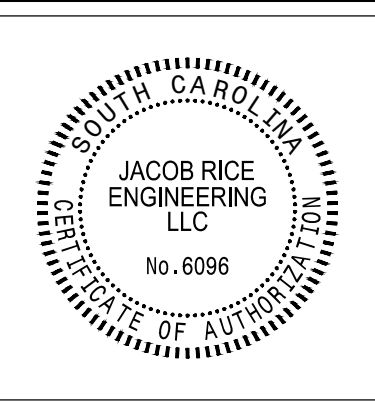
C-501

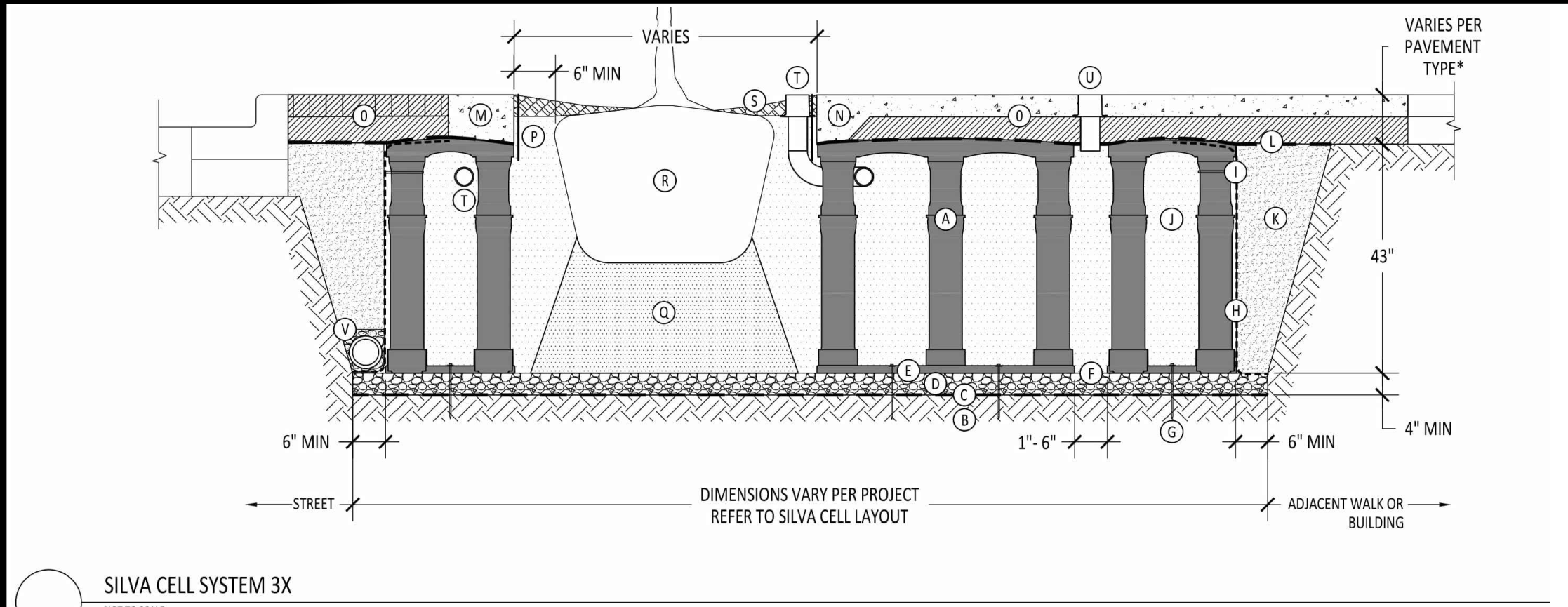
803.760.3437
14 CALEDON CT.
COLUMBIA, SC 29206



DESIGNER: AIL	DATE
DRAWN: KOK	
CHECKED: AIL	
DATE: DECEMBER 2021	
JOB NO.	
SCALE: 1"=10'	

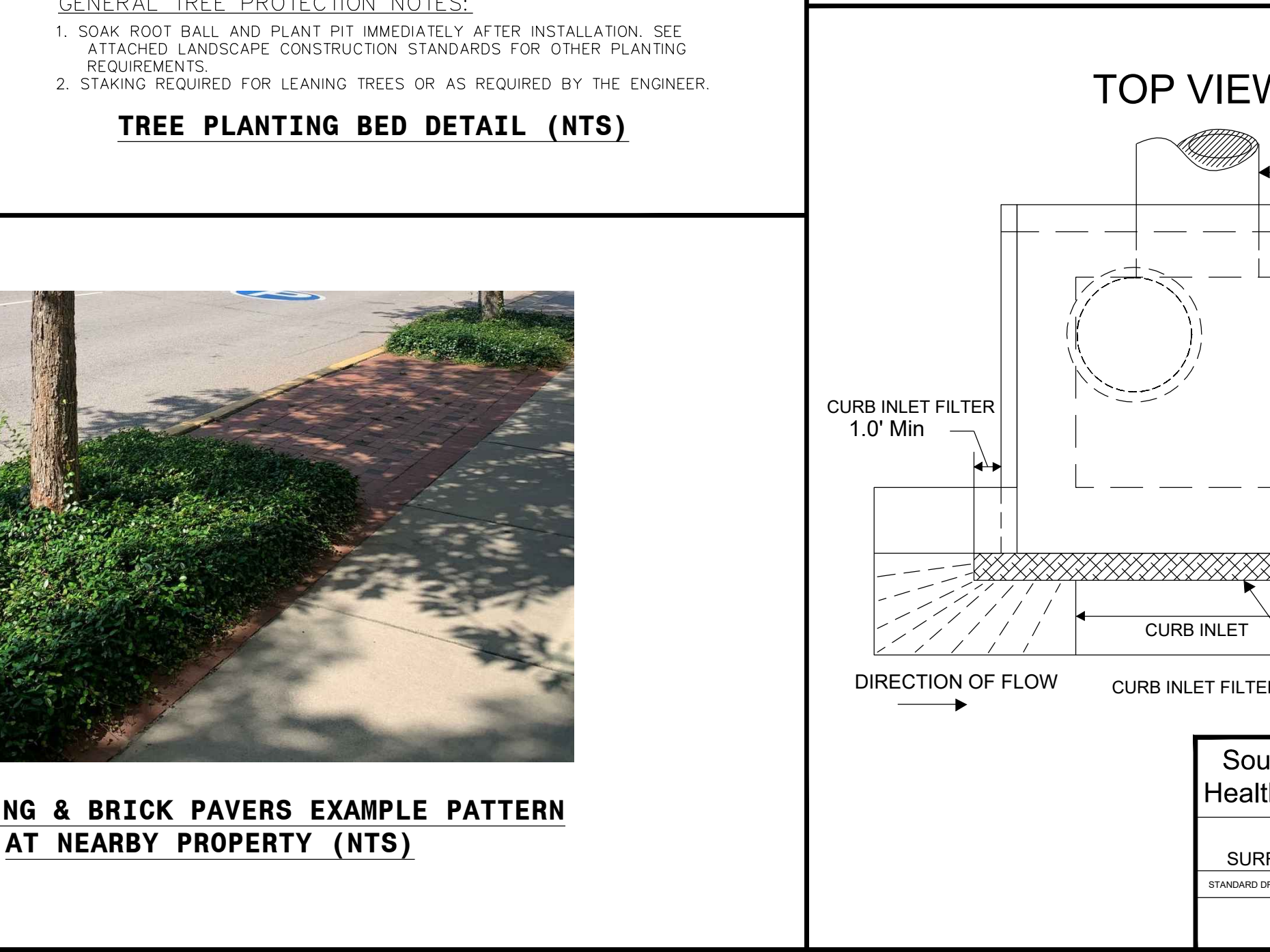
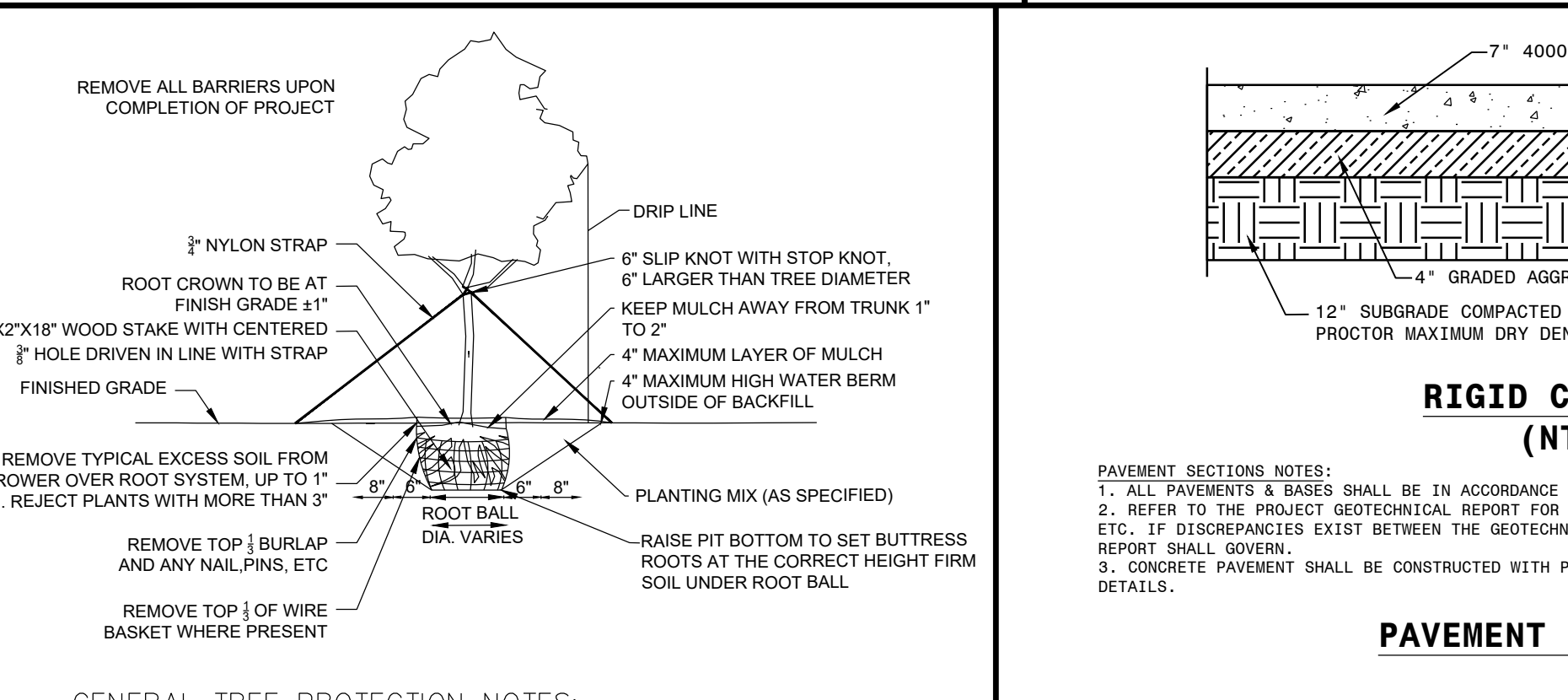
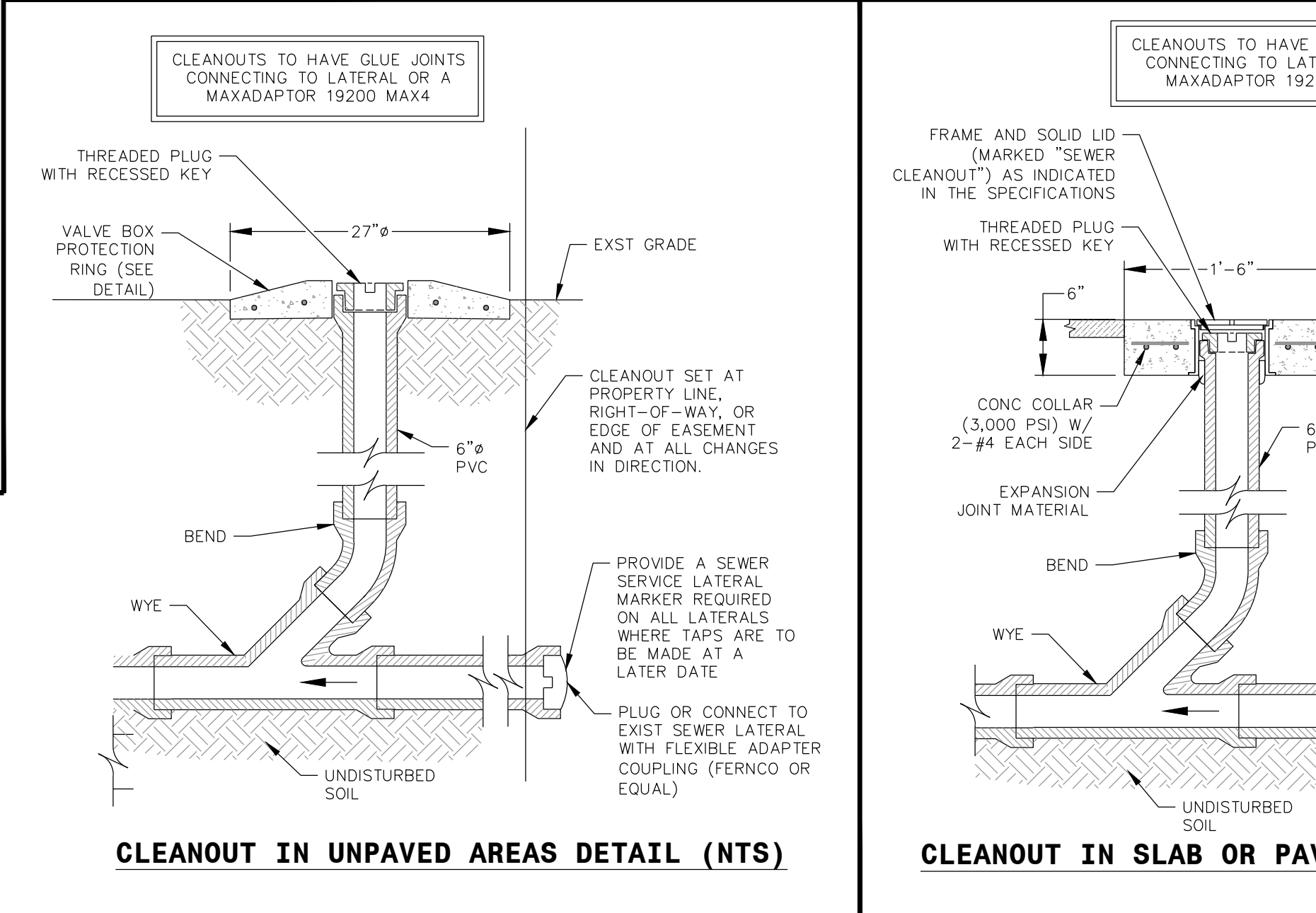
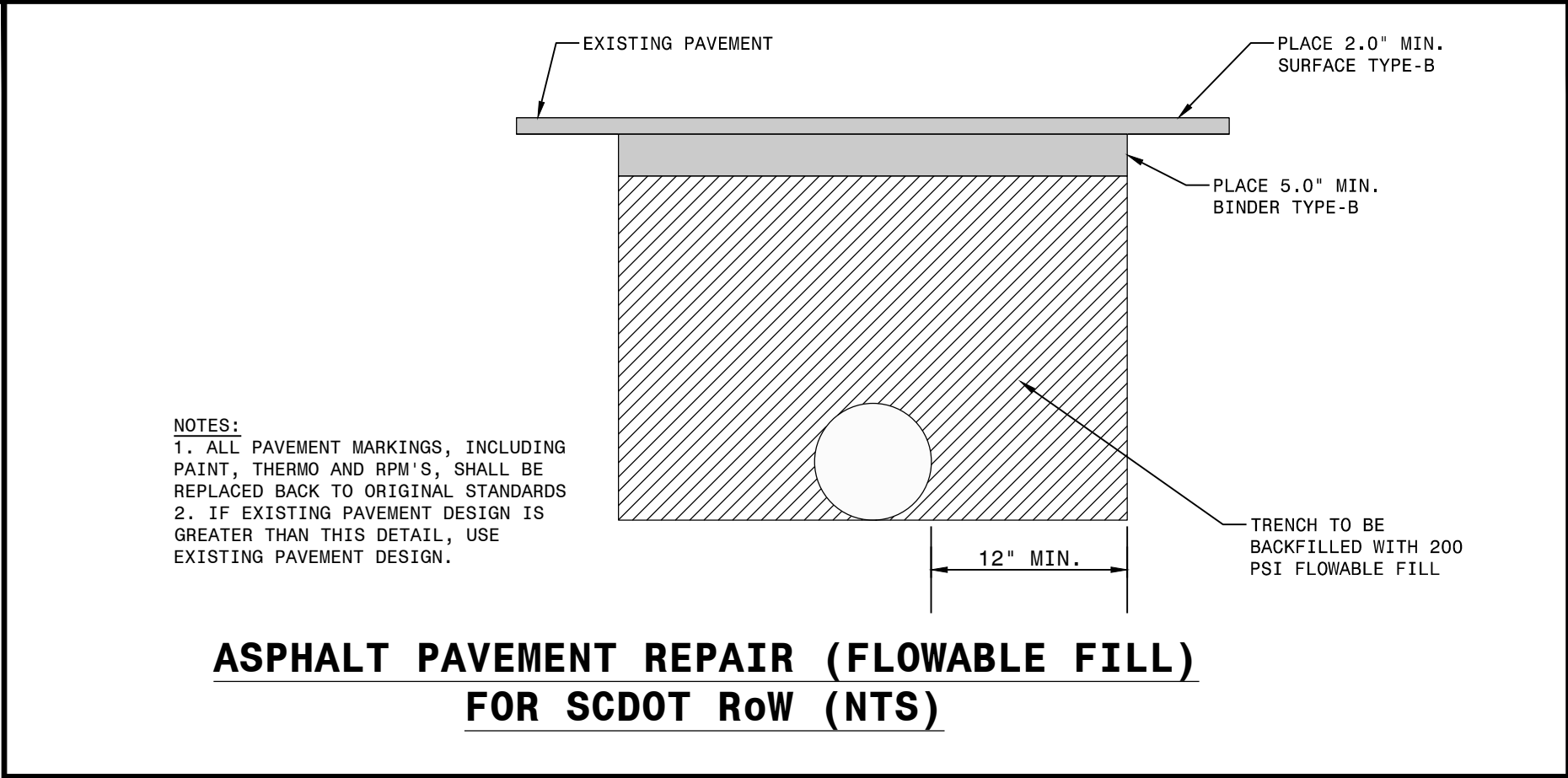
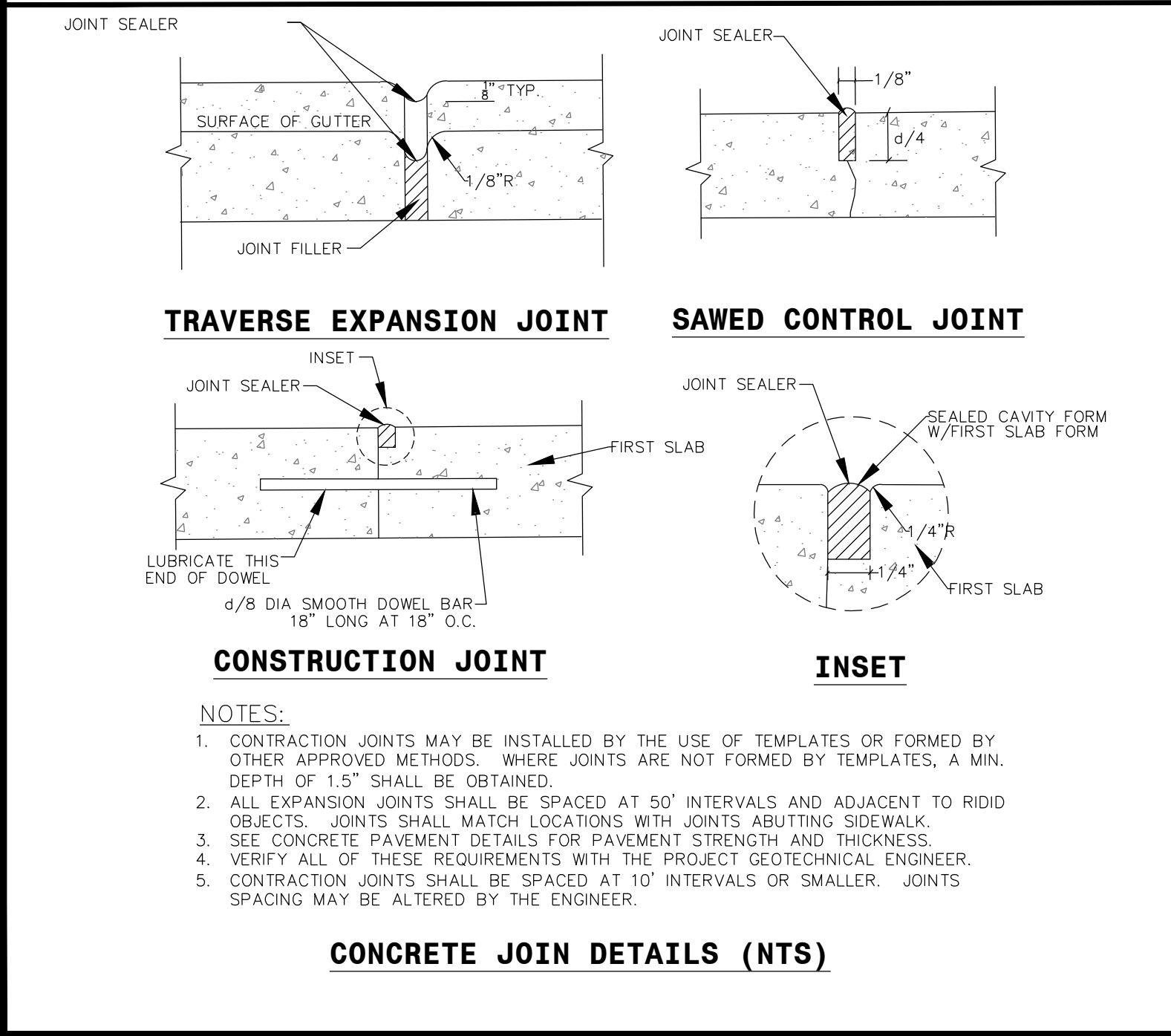
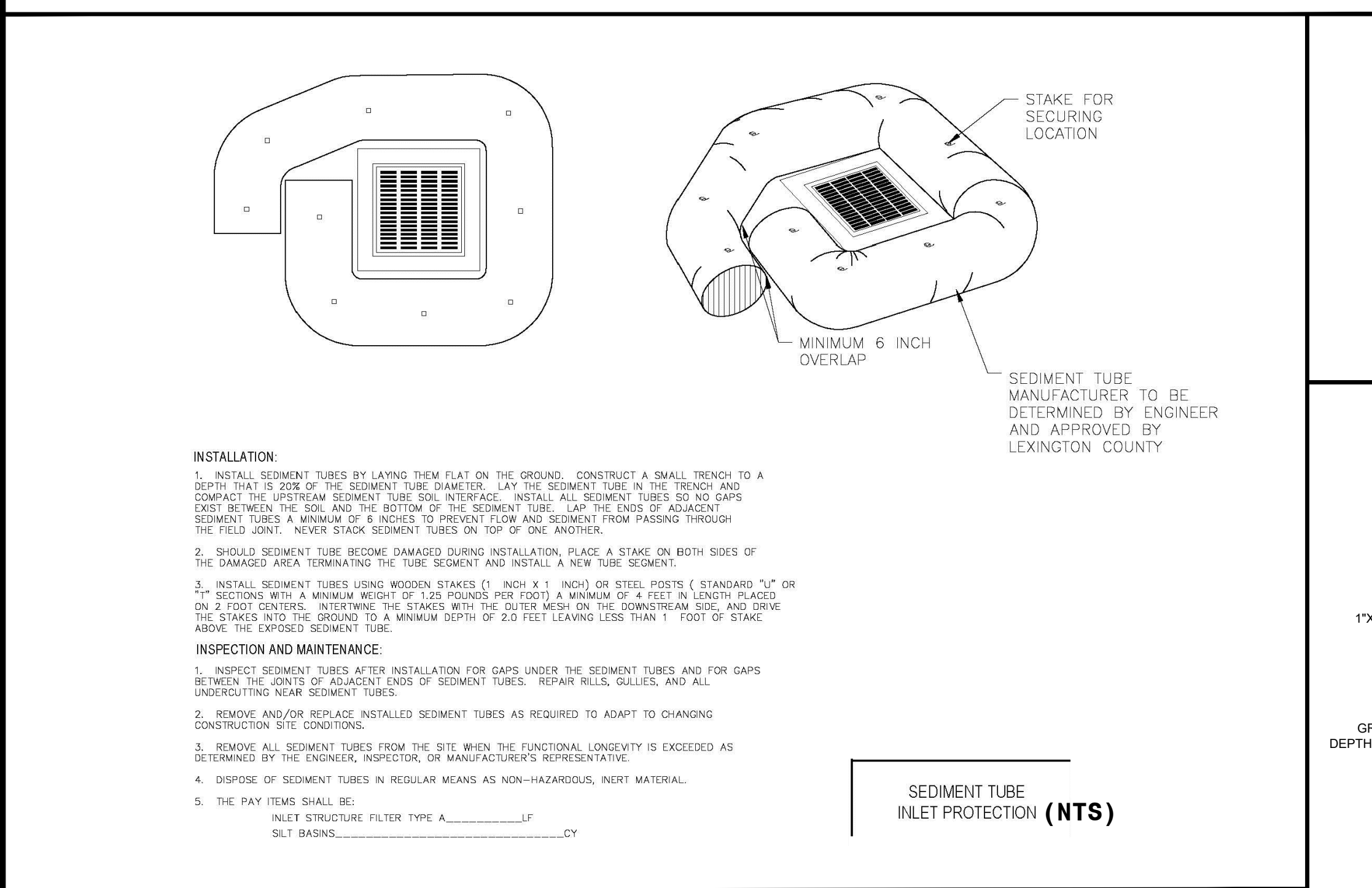
REVISIONS	DATE



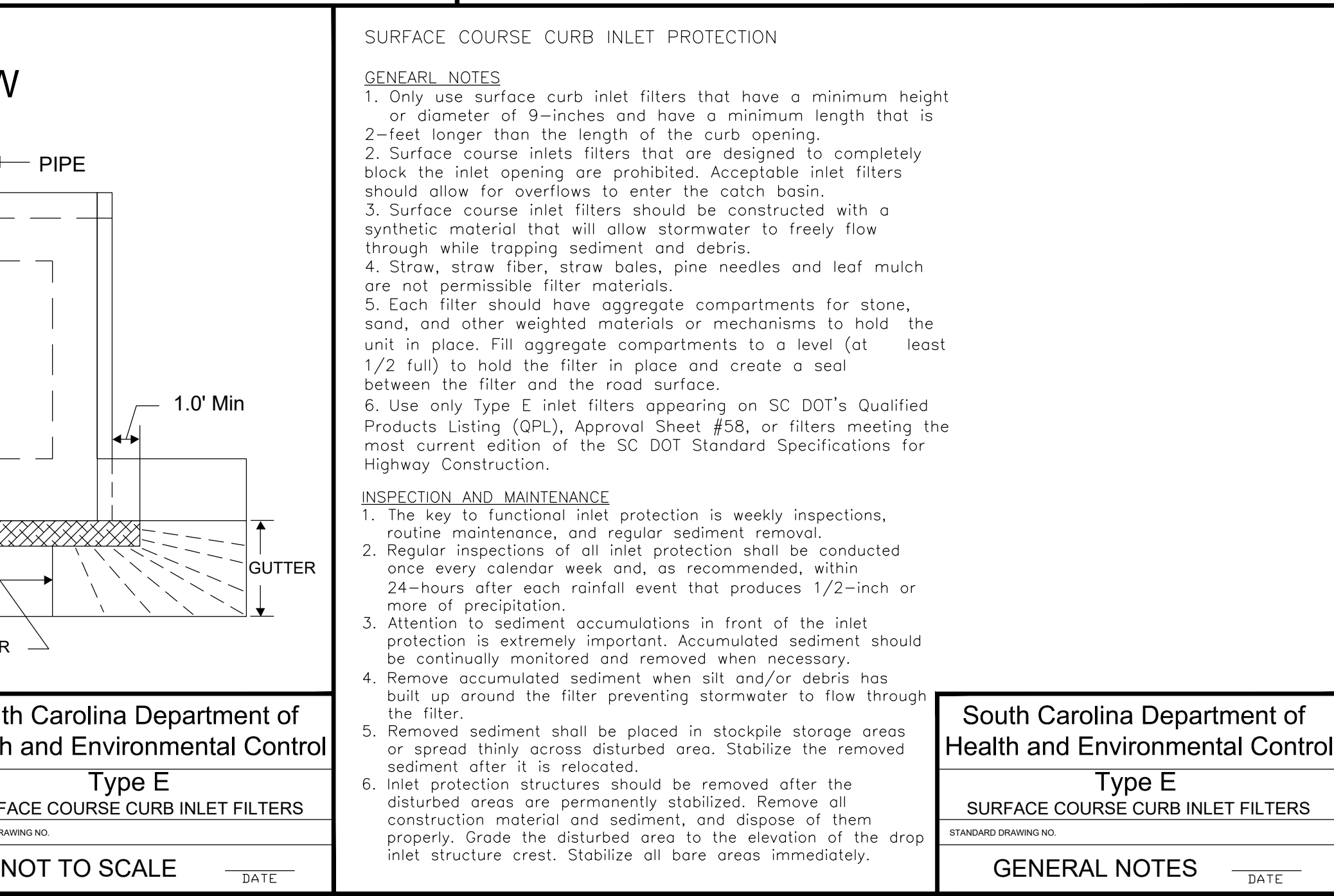
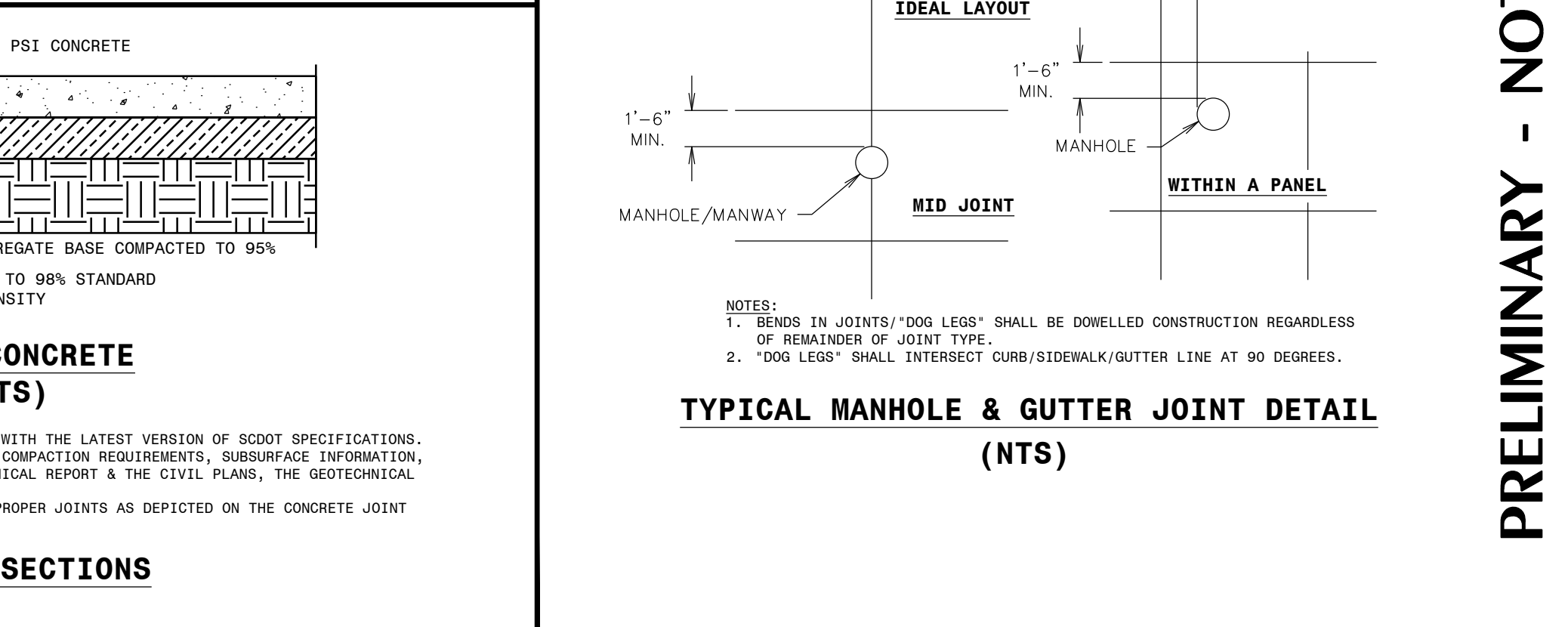
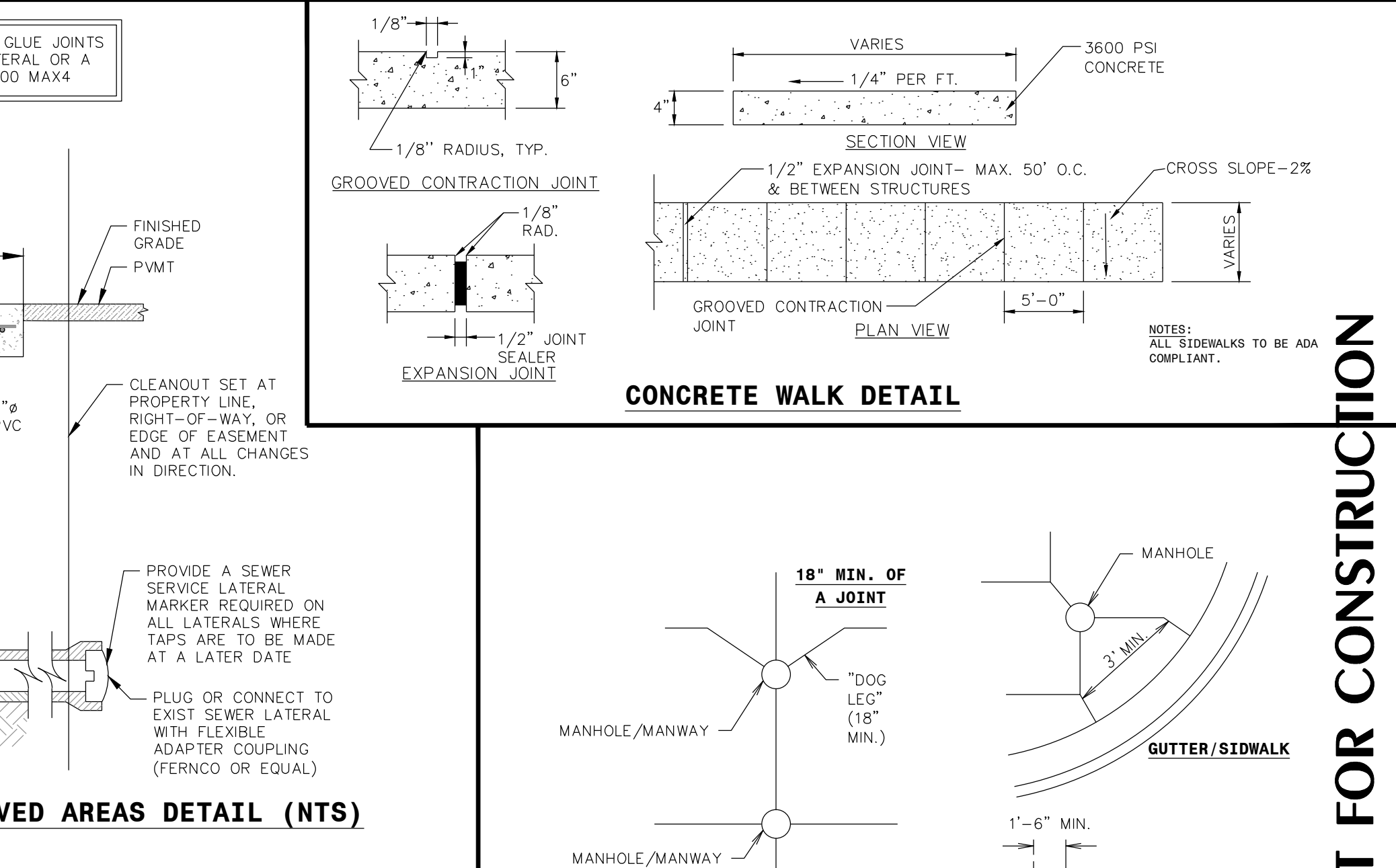


- SILVA CELL SYSTEM 3X**
NOT TO SCALE
- KEY PLAN**
- (A) SILVA CELL SYSTEM (DECK, BASE, AND POSTS)
 - (B) SUBGRADE, COMPACTED
 - (C) GEOTEXTILE FABRIC, PLACED ABOVE SUBGRADE
 - (D) 4" MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
 - (E) SILVA CELL BASE SLOPE, 10% MAX
 - (F) 1" TO 6" SPACING BETWEEN SILVA CELLS AT BASE
 - (G) ANCHORING SPIKES, CONTACT DEEPROOT FOR ALTERNATIVE
 - (H) GEOGRID, WRAPPED AROUND PERIMETER OF SYSTEM, WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK)
 - (I) CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE, AS NEEDED
 - (J) PLANTING SOIL, PER PROJECT SPECIFICATIONS, PLACED IN LIFTS AND WALK-IN COMPACTED TO 75-85% PROCTOR
 - (K) COMPACTED BACKFILL, PER PROJECT SPECIFICATIONS
 - (L) GEOTEXTILE FABRIC TO EDGE OF EXCAVATION
 - (M) RIBBON CURB AT TREE OPENING (TO BE USED WITH PAVERS OR ASPHALT)
 - (N) THICKENED EDGE AT TREE OPENING (TO BE USED WITH CONCRETE)
 - (O) PAVEMENT AND AGGREGATE BASE PER PROJECT *
 - (P) DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT
 - (Q) PLANTING SOIL BELOW ROOT BALL, COMPACTED WELL TO PREVENT SETTLING
 - (R) ROOT BALL
 - (S) TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
 - (T) DEEPROOT WATER AND AIR VENT, ROOTBALL, WHEN REQUIRED
 - (U) DEEPROOT WATER AND AIR VENT, WHEN REQUIRED
 - (V) UNDERDRAIN SYSTEM, WHEN REQUIRED (LOCATION AND DETAILS BY OTHERS)
- *MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING**
- | PAVEMENT | +4" AGGREGATE |
|---------------|----------------|
| 2" PAVEMENT | +12" AGGREGATE |
| 4" ASPHALT | +12" AGGREGATE |
| 2.6" PAVEMENT | +5" CONCRETE |

SUSPENDED PAVEMENT SYSTEM DETAILS (NTS)



SCDOT STANDARD DRAWING(S) CHART	
NOTES: 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE & CURRENT SCDOT STANDARD DRAWINGS INCLUDING, BUT NOT LIMITED TO, THE DRAWINGS INCLUDED WITHIN THESE PLANS, THIS CHART, AND THE APPROVED PERMIT PACKAGE. 2. TRAFFIC CONTROL DETAILS REFERENCED IN THIS CHART MAY NOT BE APPLICABLE TO THE PROPOSED WORK. IT IS AT THE DISCRETION OF THE CONTRACTOR TO PROVIDE THE APPROPRIATE TRAFFIC CONTROLS & METHODS FOR ALL OF THE PROPOSED IMPROVEMENTS.	
SCDOT STANDARD DRAWING #	DESCRIPTION OF STANDARD DRAWING
610-030-00	LANE CLOSURE-NIGHTTIME MULTILANE PRIMARY ROUTE
610-025-00	LANE CLOSURE-DAYTIME MULTILANE PRIMARY ROUTE
610-040-00	CENTER LANE CLOSURE-MULTILANE
720-150-00	SIDEWALK ADJACENT TO CURB
720-105-01	CURB (6") & GUTTER (18")
720-405-00	"DROP CURB" DRIVE WITH SIDEWALK
651-115-01, 02, 03, & 04	STANDARD SIGNS
654-105-01, 02, & 03	SIGN SUPPORTS-BREAKAWAY



JACOB RICE
ENGINEERING
LLC
No. 6096
STATE OF SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
3/13/22

803.780.3437
14 CALENDAR CT.
COLUMBIA, SC 29206

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: _____
REVISIONS: _____
No. _____

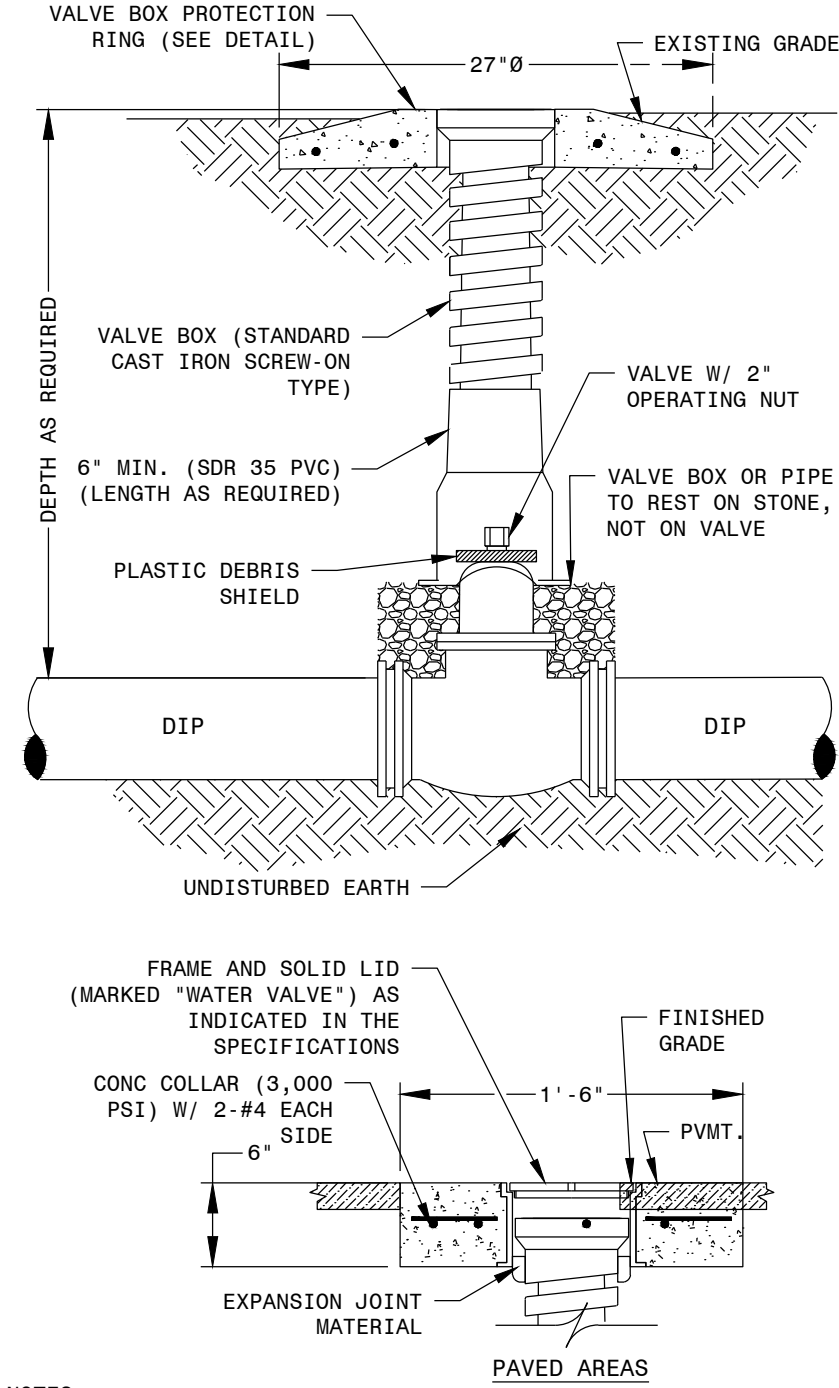
DESIGNED-ALL
DRAWN-KOK
CHECKED-ALL
DATE-DECEMBER 2021
JOB NO.
SCALE: 1"=10'

1216-1218 TAYLOR ST. IMPROVEMENTS
CITY OF COLUMBIA, SC
FOR
GSM PROPERTIES, LLC
CONSTRUCTION DETAILS I

DRAWING NUMBER
C-601

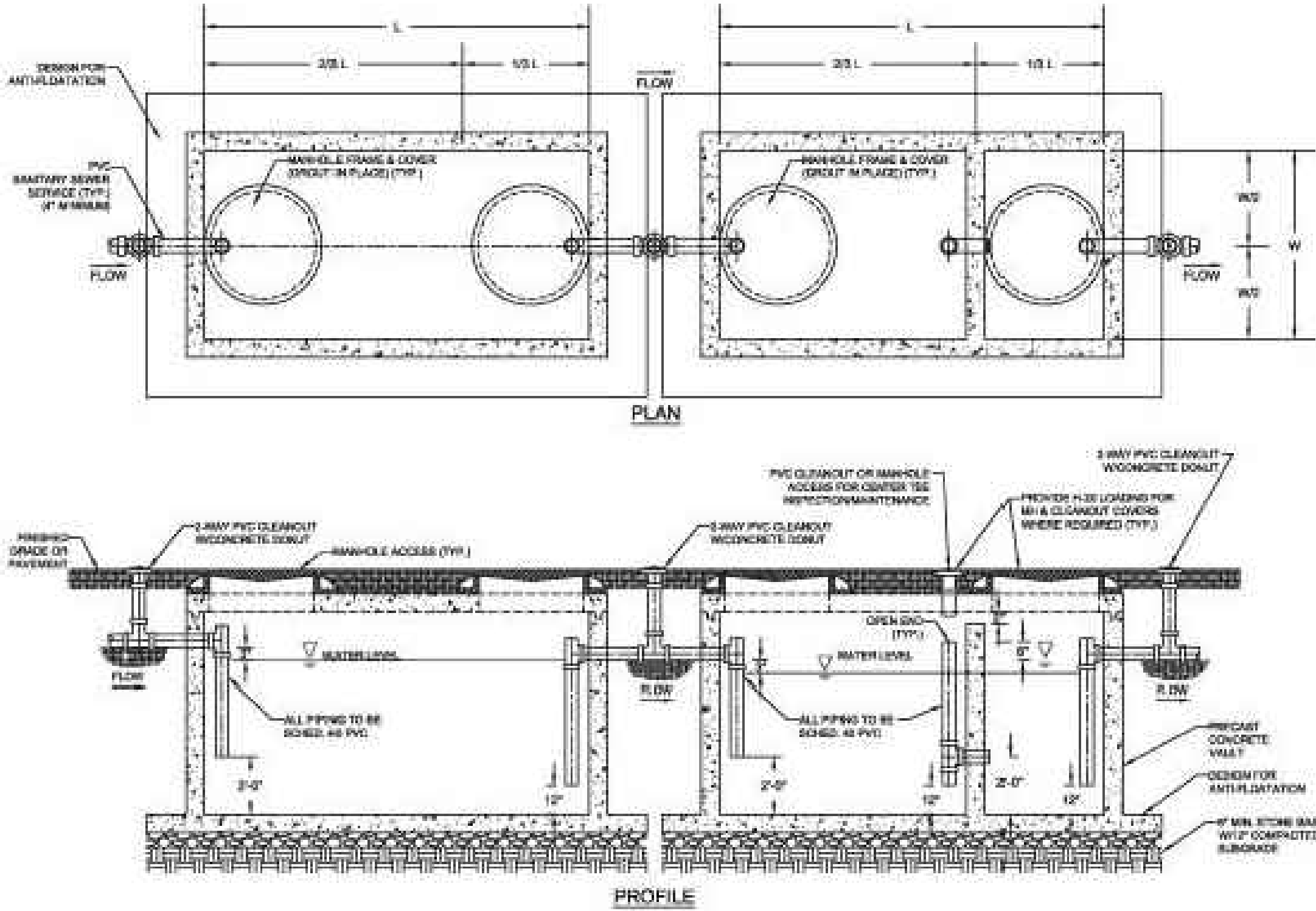
D:\Jacob Rice\Pyramid Construction_Xan\1214 Taylor St\Plan Set\1214 Taylor St_3.11.22.dwg

Packet Pg. 128



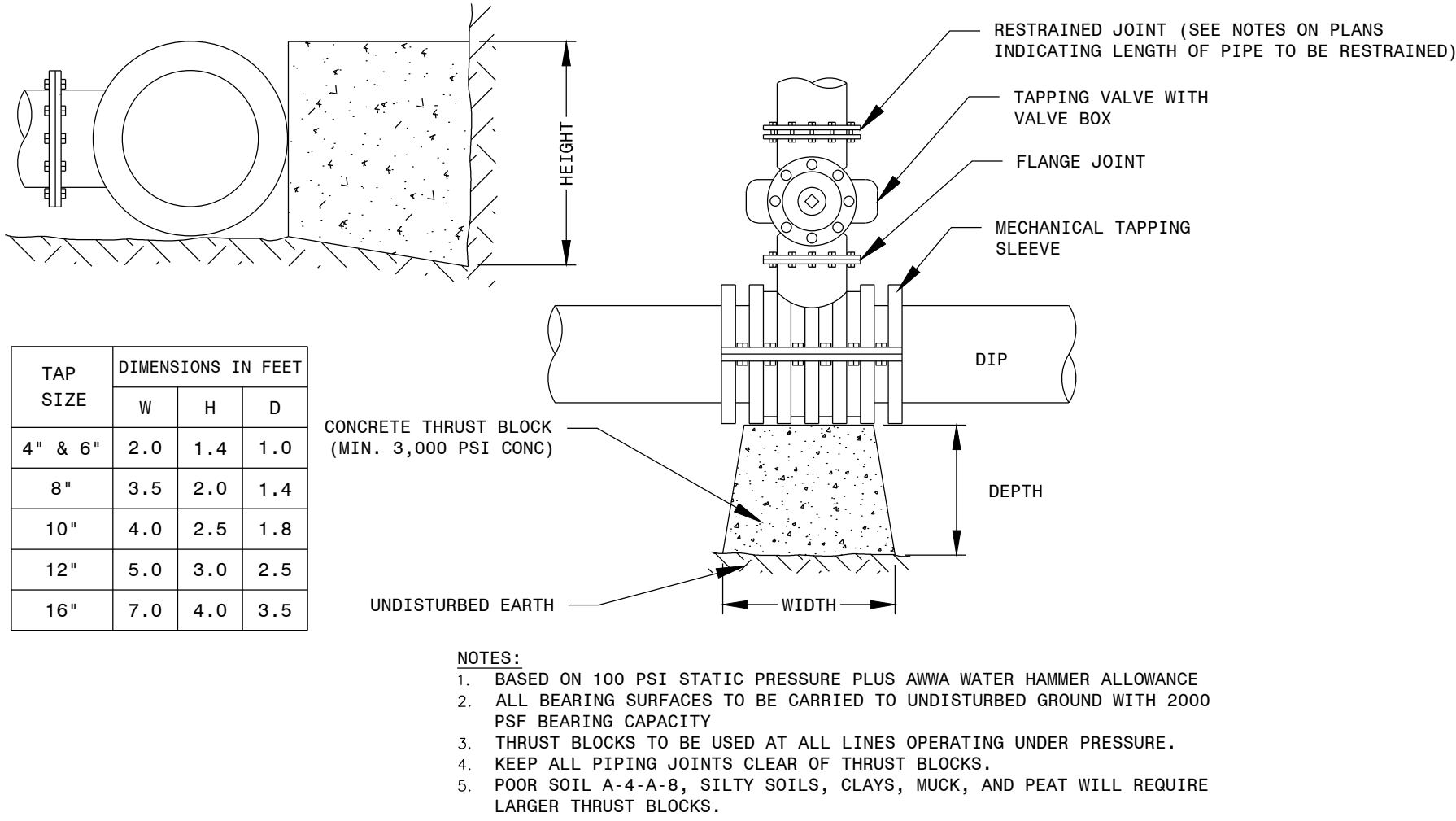
- NOTES:
1. FOR UNPAVED LOCATIONS, A CONCRETE VALVE BOX PROTECTOR RING SHALL BE PROVIDED AND INSTALLED FLUSH WITH GRADE. PROTECTOR RING PAD IS NOT REQUIRED FOR VALVE LOCATED IN THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
 2. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS. ROUTE LOCATE WIRES THROUGH THE ADJUSTMENT SECTION OF BOX OR DRILL 3/4" HOLE IN THE BOX TOP SECTION. THE LOCATE WIRES SHALL BE CONNECTED TOGETHER WITH WIRE NUT.
 3. GATE VALVES SHALL OPEN LEFT.
 4. PROVIDE A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH INSTALLS BELOW THE OPERATING NUT. SHIELD SHALL BE BY AFC, BOXLOK OR APPROVED EQUAL.

GATE VALVE & BOX DETAIL
(NTS)



- NOTES:
1. ALL PROPOSED GREASE INTERCEPTORS TO BE SUBMITTED TO THE CITY OF COLUMBIA FOR APPROVAL PRIOR TO INSTALLATION.
 2. ALL GREASE INTERCEPTORS TO BE INSTALLED, OWNED AND MAINTAINED BY PROPERTY OWNER.
 3. USE NON-SPRINK CIRCUIT AT ALL PENETRATIONS.
 4. PROVIDE BUTYL RUBBER SEAL BETWEEN ALL SECTIONS AND TOP.
 5. LOCATE MANHOLE ACCESS ABOVE TREES FOR VISUAL INSPECTION AND MAINTENANCE.

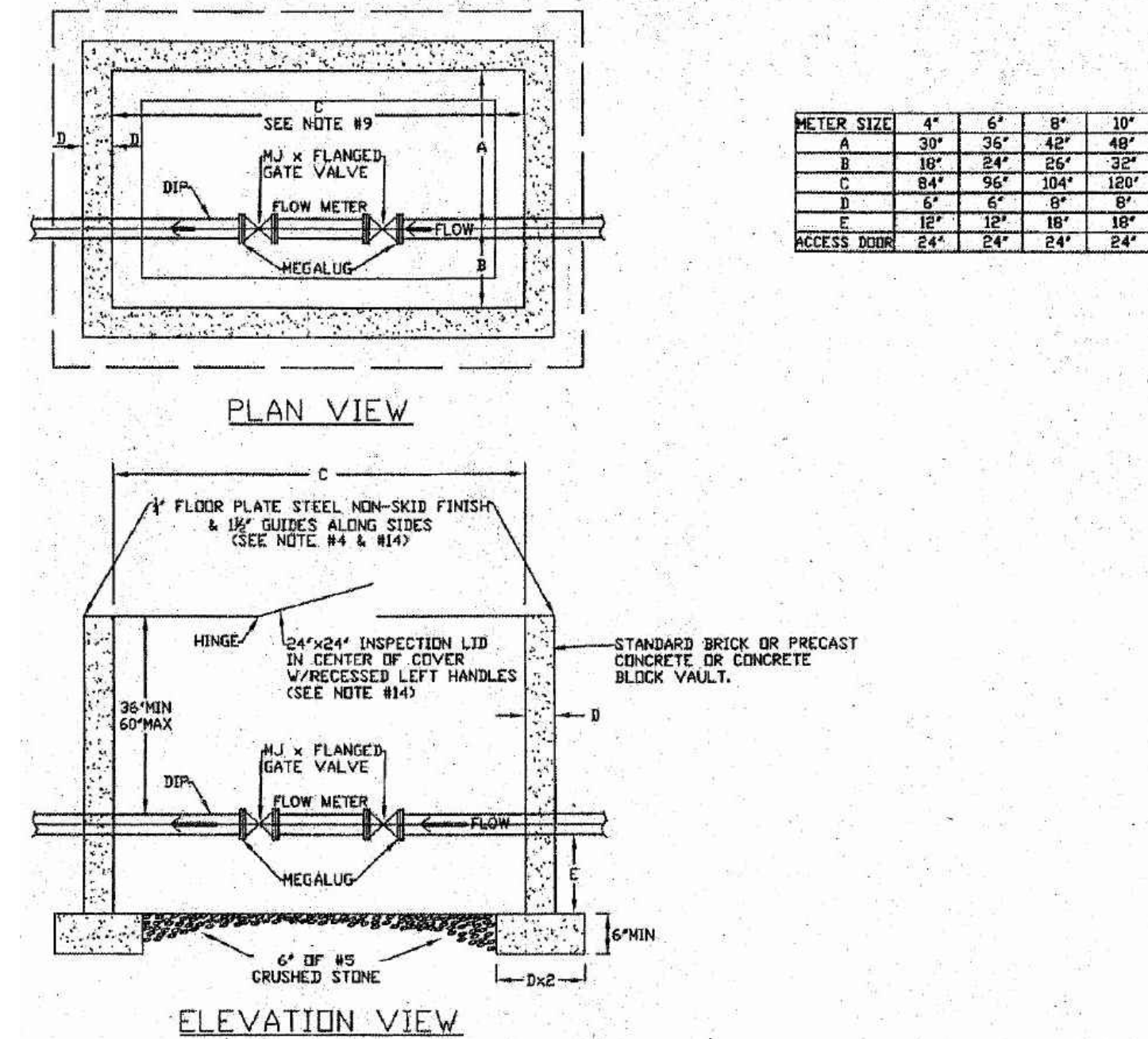
CITY OF COLUMBIA
STANDARD GREASE INTERCEPTOR IN SERIES
(NTS)



TAP SIZE	DIMENSIONS IN FEET		
	W	H	D
4" & 6"	2.0	1.4	1.0
8"	3.5	2.0	1.4
10"	4.0	2.5	1.8
12"	5.0	3.0	2.5
16"	7.0	4.0	3.5

- NOTES:
1. BASED ON 100 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE
 2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND WITH 2000 PSI BEARING CAPACITY
 3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
 4. KEEP ALL PIPING JOINTS CLEAR OF THRUST BLOCKS.
 5. POOR SOIL A-4-A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS.

TAPPING SLEEVE & VALVE DETAIL (NTS)



1. METER VAULT FOR METERS 4" AND ABOVE SHALL BE CONSTRUCTED OF THE MATERIALS AND TO THE DIMENSIONS SPECIFIED HEREIN.
2. METER VAULTS CONSTRUCTED WITHIN THE TRAVELED WAY MUST WITHSTAND HEAVY SUPERIMPOSED LOADS. EACH MUST BE DESIGNED TO MEET THE REQUIREMENTS OF THE INDIVIDUAL ENVIRONMENT IN WHICH IT IS TO BE USED. DETAILS/SHOP DRAWINGS AND DESIGN CALCULATIONS MUST BE SUBMITTED AND APPROVED PRIOR TO INSTALLATION OF THE METER.
3. METER VAULT SHALL BE PROVIDED WITH AN ALUMINUM COVER AS OUTLINED ON THE WATER PLAN. THE COVER MUST HAVE A HINGED 24" X 24" INSPECTION LID IN THE CENTER OF THE COVER WITH LIFT HANDLES FOR MANIPULATING THE LID. COVER HANDLES AND HINGES MUST LAY FLAT AND BELOW THE SURFACE OF THE COVER AS REQUIRED TO ALLOW PEDESTRIAN TRAFFIC.
4. THE VAULT COVER SHALL BE FLUSH WITH THE SURROUNDING GROUND SURFACE AND SHALL HAVE GUIDES ALONG THE PERIMETER OF THE COVER TO PREVENT LATERAL MOVEMENT OF THE COVER RELATIVE TO THE VAULT.
5. THE VAULT SHALL BE CONSTRUCTED OF STANDARD BRICK OR CONCRETE BLOCK USING PORTLAND CEMENT MORTAR IN A STANDARD MIXTURE OR BY USING PRECAST CONCRETE.
6. SIX (6") INCHES OF #6 CRUSHED STONE SHALL BE PLACED IN THE BOTTOM OF EACH VAULT. SEE "E" FOR PROPER CLEARANCE BETWEEN THE TOP OF THE STONE AND THE BOTTOM OF THE PIPE.
7. DUCTILE IRON PIPE MUST RUN COMPLETELY THROUGH THE METER VAULT WITHOUT EXPOSED PIPE BELL OR FITTINGS.
8. VALVE AND BOX SHALL BE INSTALLED BETWEEN METER BOX AND SOURCE WATER MAIN.
9. ALL METER VAULTS SHALL HAVE THE DIMENSIONS SHOWN BY THE ABOVE TABLE.
10. METER VAULTS FOR METERS 10" (10") INCHES AND ABOVE SHALL BE APPROVED BY THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING CONSTRUCTION.
11. INSTALLATION OF FIRE METERS SHALL BE BY A CITY APPROVED CONTRACTOR.
12. TOUCH PADS TO BE INSTALLED BY THE APPROVED CONTRACTOR.
13. NO UNFLANGES ARE ALLOWED.
14. WHERE POSSIBLE ALL METER VAULTS ARE TO BE LOCATED OUTSIDE PAVED AREAS. SHOULD THE METER VAULTS HAVE TO BE LOCATED IN PAVED AREAS OR SIDEWALKS, THE CONTRACTOR SHALL USE A TRAFFIC RATED SLAB AND A 30" X 30" ALUMINUM HATCH RATED H20 LOADING (TOUCH PADS SHALL BE LOCATED IN THE HINGED SIDE OF THE ALUMINUM HATCH).
15. ALL PIPING ARE TO BE DISINFECTED WITH CHLORINE IN ACCORDANCE WITH AWWA STANDARDS.
16. A LID WAIVER MUST BE PROVIDED TO THE CITY PRIOR TO ANY METER BEING INSTALLED.

CITY OF COLUMBIA
TYPICAL WATER METER VAULT - 4" & ABOVE
(NTS)

JACOB RICE
ENGINEERING
LLC
No. 6096
STATE OF ALABAMA
REGISTERED PROFESSIONAL ENGINEER

JACOB RICE
ENGINEERING
LLC
No. 36504
3/13/22
ALABAMA
REGISTERED PROFESSIONAL ENGINEER

803.780.3437
14 CALENDAR CT.
COLUMBIA, SC 29206

JACOB RICE
ENGINEERING

DATE

REVISIONS

No.

DESIGNED: AIL

DRAWN: KOK

CHECKED: AIL

DATE: DECEMBER 2021

JOB NO.

SCALE: 1"=10'

1216-1218 TAYLOR ST. IMPROVEMENTS
CITY OF COLUMBIA, SC
FOR
GSM PROPERTIES, LLC
CONSTRUCTION DETAILS II

DRAWING NUMBER

C-602

Packet Pg. 129

ORDINANCE NO.: 2022-030

Granting an encroachment to GSM Properties, LLC, for the use of the right of way area of the 1200 block of Taylor Street for the installation and maintenance of brick pavers and concrete sidewalks, landscaping, irrigation and a suspended pavement system to support the new landscaping adjacent to 1216 and 1218 Taylor Street, Richland County TMS# 09014-09-03 and 09014-09-04

WHEREAS, GSM Properties, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1200 block of Taylor Street for the installation and maintenance of brick pavers and concrete sidewalks, landscaping, irrigation and a suspended pavement system to support the new landscaping adjacent to 1216 and 1218 Taylor Street, 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 1200 block of Taylor Street adjacent to 1216 and 1218 Taylor Street, Richland County TMS# 09014-09-03 and 09014-09-04, for the installation and maintenance of concrete sidewalks measuring approximately eighteen (18') feet in width forty (40') feet in length, brick pavers measuring approximately nine (9') feet in width twenty-seven (27') feet in length, landscaping, irrigation and a suspended pavement system to support the new landscaping measuring approximately five (5') in width five (5') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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

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

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

3. Grantee is responsible for maintaining landscaping and improvements.

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

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Emergency egress from the buildings shall not be impeded.

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

Requested by:

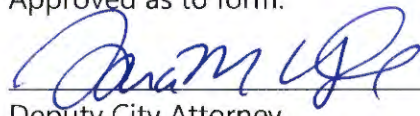
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-031 - Granting an encroachment to TownPark at BullStreet, LLC, for the use of the right of way area of the 30 block of Fig Street for the installation and maintenance of two landings adjacent to two new residences under construction at 32 and 34 Townpark Circle, Richland County TMS# 11404-09-10 and 11404-09-11

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on April 19, 2022.

ATTACHMENTS:

- **#a:** O-2022-031 - Fig Street landings Encroachment (PDF)
- **#b:** Fig Street landings packet (PDF)

HISTORY:

04/19/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-031

Granting an encroachment to Towns Park at Bullstreet, LLC, for the use of the right of way area of the 30 block of Fig Street for the installation and maintenance of two landings adjacent to two new residences under construction at 32 and 34 Townpark Circle, Richland County TMS# 11404-09-10 and 11404-09-11

WHEREAS, Towns Park at Bullstreet, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 30 block of Fig Street for the installation and maintenance of two landings adjacent to two new residences under construction at 32 and 34 Townpark Circle, 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 30 block of Fig Street adjacent to 32 and 34 Townpark Circle, Richland County TMS# 11404-09-10 and 11404-09-11, for the installation and maintenance of two landings encroaching approximately two feet (2") into the right-of-way adjacent to two new residences under construction, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. The shade trees shown on the plan must be changed to understorey trees. The species of the trees must be reviewed and approved by the Land Development Planner.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-031**



**30 BLOCK OF FIG STREET
ADJACENT TO 32 AND 34 TOWNPARK CIRCLE
TWO LANDINGS ADJACENT TO TWO NEW RESIDENCES UNDER
CONSTRUCTION**

Subject Property:	Right-of-way adjacent to 32 and 34 Townpark Circle
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of two landings adjacent to two new residences under construction.
Applicant:	Towns Park at Bullstreet, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of two landings encroaching two feet (2') into the right-of-way adjacent to two new residences under construction at 32 and 34 Townpark Circle, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. The shade trees shown on the plan must be changed to understorey trees. The species of the trees must be reviewed and approved by the Land Development Planner.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.

Denny Daniels, Columbia Water Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.

City of Columbia

City of Columbia GIS

13.b



Wednesday, March 30, 2022



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 137



Permanent Encroachment Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist, completed by the applicant.		☐	☐
A completed and signed Application Form		☐	☐
Letters of Agency for all applications where the applicant is not the owner of the subject property		☐	☐
Pictures or specification sheet of the items to permanently encroach the Right-of-way		☐	☐
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐	☐
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐	☐



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name MATTHEW L. GRANDY	
Company (if applicable) TOWNPARK & BULL STREET	
Address (street, city, state, zip) 93 Cleveland St. GREENVILLE, SC 29601	
Phone 864-915-1374	Email mgrandy@tnvaagroup.com

2. Property Information

Address 36 TOWNPARK CIRCLE 38 TOWNPARK CIRCLE	
Tax Map Reference Number(s) TMS# R11404-09-10 TMS# E11404-09-11	
Current use SIDEWALK	Proposed use TOWNHOME STANDING to sidewalk

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the Letter of Agency for each property owner that authorizes the applicant to submit this application on the property owner's behalf.

property owned by the City of Columbia



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Project is a 4 unit 3 story townhome building in the Bullstreet District.

Because of the topo at the site, we are required to submit an application for Permanent Encroachment.

As a result of the Topo, with the approval from (ERC) (approval letter attached) it requires that 2 units have landings, to meet building code, that will encroach into the city owned sidewalk...

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

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.



Permanent Encroachment Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
MATTHEW L. GANDY	3/15/2022



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-013 - Granting an encroachment to Mungo Homes Properties, LLC and Eastfair Development, LLC for the use of the right of way areas of the 500 Block of Eastfair Drive, 600 Block of Legacy Park Court and 1400 Block of Sandra Drive, adjacent to 635, 636, and 652 Legacy Park Court, and 1445 Sandra Drive for the installation and maintenance of guest parking spaces, Richland County TMS#19104-11-47, 19201-13-01, and 19201-13-23

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-013 - Eastfair Phases 2B and 2C Parking Spaces Encroachment (PDF)
- **#b:** Eastfair Phases 2B and 2C Parking Space Encroachment Packet (PDF)

ORDINANCE NO.: 2022-013

Granting an encroachment to Mungo Homes Properties, LLC and Eastfair Development, LLC for the use of the right of way areas of the 500 Block of Eastfair Drive, 600 Block of Legacy Park Court and 1400 Block of Sandra Drive, adjacent to 635, 636, and 652 Legacy Park Court, and 1445 Sandra Drive for the installation and maintenance of guest parking spaces, Richland County TMS#19104-11-47, 19201-13-01, and 19201-13-23

WHEREAS, Mungo Homes Properties, LLC and Eastfair Development, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 600 block of Legacy Park Court and 1400 Block of Sandra Drive adjacent to 635, 636, and 652 Legacy Park Court and 1445 Sandra Drive, Richland County TMS#19104-11-47, 19201-13-01, and 19201-13-23, for the installation and maintenance of guest parking spaces that maneuver in the road right-of-way measuring approximately twenty (20') feet in length twenty-three (23') feet in width, twenty-seven (27') feet in length twenty-two (22') feet in width, thirty-eight (38') feet in length and eighteen (18') feet in width, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 600 block of Legacy Park Court and 1400 Block of Sandra Drive adjacent to 635, 636, and 652 Legacy Park Court and 1445 Sandra Drive, Richland County TMS#19104-11-47, 19201-13-01, and 19201-13-23, for the installation and maintenance of guest parking spaces that maneuver in the road right-of-way measuring approximately twenty (20') feet in length twenty-three (23') feet in width, twenty-seven (27') feet in length twenty-two (22') feet in width, thirty-eight (38') feet in length and eighteen (18') feet in width, as shown on the attached drawing.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. With the exception of the parking spaces which shall be maintained by the Grantor, Grantee is responsible for maintenance of all of the items granted by this ordinance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

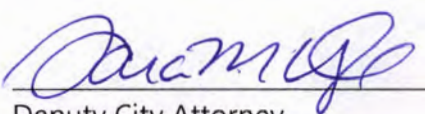
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

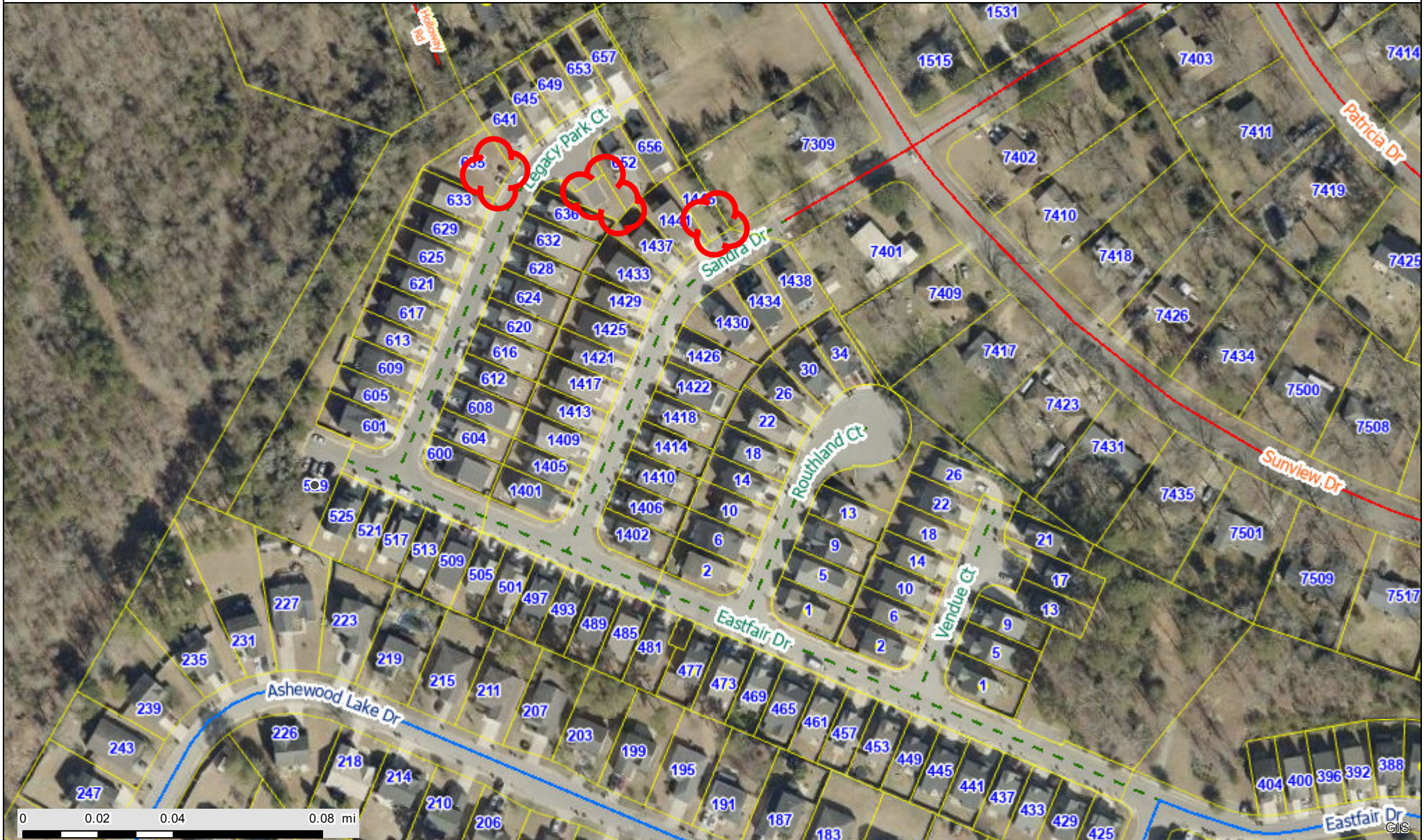
City of Columbia

Eastfair Phases 2B & 2C

14.b



Wednesday, February 9, 2022



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 148

1. ALTA/ACSM LAND TITLE SURVEY PREPARED FOR DEVELOPMENT SERVICES, LLC BY CIVIL ENGINEERING OF COLUMBIA. PLAT DATED APRIL 05, 2006. (CEC #04073)
2. A PORTION OF RICHLAND COUNTY T.M.S. 19100-01-08.
3. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #450979C 0363 K. EFFECTIVE DATE SEPTEMBER 21, 2001, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS WITHIN UNSHADED ZONE X, NOT A DESIGNATED 100-YEAR FLOOD PRONE AREA.
4. PHASE 2-B 2.94 ACRES TOTAL, WITH 0.06 ACRE OF COMMON AREA, AND 29 SINGLE-FAMILY LOTS.
5. AREAS SHOWN AS "COMMON AREA" ARE APPROXIMATE. THE OWNER/DEVELOPER RESERVES THE RIGHT TO MODIFY WITHIN APPLICABLE CITY OF COLUMBIA REGULATIONS, THE SHAPE AND SIZE OF THE COMMON AREA. SHAPED PORTION OF COMMON AREA REFLECT OPEN SPACE AREA. COMMON AREA TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION.
6. ALL ROADS TO BE DEDICATED TO THE CITY OF COLUMBIA, UNLESS SHOWN OTHERWISE. ALL ROADS SHALL HAVE A 40' WIDE R.O.W. UNLESS SHOWN OTHERWISE.
EASTFAIR DRIVE = 516 L.F.
SANDRA DRIVE = 490 L.F.
7. ALL PROPERTY CORNERS ARE NEW #5 REBAR UNLESS STATED OTHERWISE.
8. ALL WATER AND SEWER LINE EASEMENTS ARE DEDICATED EXCLUSIVELY TO THE CITY OF COLUMBIA. THIS INCLUDES 10' CITY OF COLUMBIA EASEMENT ON ALL SERVICE LINES FROM THE MAIN TO THE METER BOX/CLEAN OUT.
9. THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED. UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED. DOES NOT APPLY TO THE CITY OF COLUMBIA.
10. STORM DRAINAGE AND EXCLUSIVE EASEMENTS AS NOTED TO BE DEDICATED TO THE CITY OF COLUMBIA. ALL MINOR DRAINS, SWALES, BERMS AND EASEMENTS FOR MAINTENANCE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. ALL PARKING SPACES ARE TO BE OWNED AND MAINTAINED BY THE EASTFAIR HOMEOWNERS ASSOCIATION.
12. IRRIGATION EASEMENT TO BE DEDICATED TO EASTFAIR HOMEOWNERS ASSOCIATION.

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C105	92.95'	N40°33'21"E	150.00'	35°30'15"	91.47'	48.02

CHARLES D. MEELER P.L.S. - #12246

N/F SMITH
TMS 19104-09-0

Packet Pg. 149

NOTES AND REFERENCES:

1. ALTA/ACSM LAND TITLE SURVEY PREPARED FOR DEVELOPMENT SERVICES, LLC BY CIVIL ENGINEERING OF COLUMBIA, PLAT DATED APRIL 05, 2005. (CEC #04073)
2. A PORTION OF RICHLAND COUNTY T.M.S. 19100-01-05.
3. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45079C 0381L AND 0383L, EFFECTIVE DATE DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS WITHIN UNSHADED ZONE X, NOT A DESIGNATED 100-YEAR FLOOD PRONE AREA.
4. PHASE 2-C 3.65 ACRES TOTAL, WITH 0.64 ACRE OF COMMON AREA, AND 31 SINGLE-FAMILY LOTS.
5. AREAS SHOWN AS "COMMON AREA" ARE APPROXIMATE. THE OWNER/DEVELOPER RESERVES THE RIGHT TO MODIFY, WITHIN APPLICABLE CITY OF COLUMBIA REGULATIONS, THE SHAPE AND SIZE OF THE COMMON AREA. SHADED PORTION OF COMMON AREA REFLECT OPEN SPACE AREA. COMMON AREA TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION.
6. ALL ROADS TO BE DEDICATED TO THE CITY OF COLUMBIA, UNLESS SHOWN OTHERWISE. ALL ROADS SHALL HAVE A 40' WIDE R.O.W. UNLESS SHOWN OTHERWISE. EASTFAIR DRIVE = 172 L.F. LEGACY PARK COURT = 505 L.F.
7. ALL PROPERTY CORNERS ARE NEW #5 REBAR UNLESS STATED OTHERWISE.
8. ALL WATER AND SEWER LINE EASEMENTS ARE DEDICATED EXCLUSIVELY TO THE CITY OF COLUMBIA. THIS INCLUDES A 10' CITY OF COLUMBIA EASEMENT ON ALL SERVICE LINES FROM THE MAIN TO THE METER BOX/CLEAN OUT.
9. THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED. UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED. DOES NOT APPLY TO THE CITY OF COLUMBIA.
10. STORM DRAINAGE AND EXCLUSIVE EASEMENTS AS NOTED TO BE DEDICATED TO THE CITY OF COLUMBIA. ALL MINOR DRAINS, SWALES, BERMS AND EASEMENTS FOR MAINTENANCE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. ALL PARKING SPACES ARE TO BE OWNED AND MAINTAINED BY THE EASTFAIR HOMEOWNERS ASSOCIATION.
12. IRRIGATION EASEMENT TO BE DEDICATED TO EASTFAIR HOMEOWNERS ASSOCIATION.
13. THE DEVELOPER MUST OBTAIN A HOLD HARMLESS AGREEMENT OR ENCROACHMENT ORDINANCE FOR THE TWO OFF STREET PARKING SPACES LOCATED PARTIALLY IN THE 0.55 ACRE COMMON AREA AND PARTIALLY IN THE LEGACY PARK COURT ROW PRIOR TO THE APPROVAL OF THE FINAL PLAT.

LOT LINE CURVE TABLE

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C52	56.67'	S42°34'21"W	103.00'	31°28'14"	55.87'	29.02'
C53	7.25'	N24°49'14"E	103.00'	4°02'01"	7.25'	3.63'
C54	35.34'	S22°11'47"E	22.50'	90°00'00"	31.82'	22.50'
C55	35.34'	N67°48'13"E	22.50'	90°00'00"	31.82'	22.50'
C56	17.27'	N24°49'22"E	245.00'	4°02'18"	17.26'	8.64'
C57	40.69'	N31°35'59"E	245.00'	9°30'57"	40.64'	20.39'
C58	43.60'	N41°27'20"E	245.00'	10°11'44"	43.54'	21.86'
C59	33.34'	N50°27'05"E	245.00'	7°47'48"	33.31'	16.59'
C60	17.69'	N56°25'06"E	245.00'	4°08'13"	17.69'	8.65'
C61	35.34'	S13°29'12"W	22.50'	90°00'00"	31.82'	22.50'
C62	43.92'	N87°25'56"W	22.50'	111°50'19"	37.27'	33.26'
C63	33.50'	S32°18'45"W	205.00'	9°21'44"	33.46'	16.79'
C64	17.27'	S25°13'03"W	205.00'	4°49'40"	17.27'	8.64'
C65	31.73'	N78°51'39"E	67.63'	26°52'58"	31.44'	16.16'

ROAD CENTER LINE CURVE TABLE

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C106	115.84'	S37°33'10"W	225.00'	29°29'55"	114.57'	59.23'
C107	24.29'	S55°23'40"W	225.00'	6°11'04"	24.27'	12.16'

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF COLUMBIA SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN 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 "A" SURVEY.

Charles D. Meeler
CHARLES D. MEELER, P.L.S., #12246

EXISTING 10' CITY OF COLUMBIA DRAINAGE EASEMENT PER P8 605-639 ASHEWOOD, PH4, CF#252-18

N/F JACKSON
TMS 19104-09-17
ASHEWOOD PH IV

N/F SEAMRIGHT
TMS 19104-09-15
ASHEWOOD PH IV

N/F GREENE
TMS 19104-09-15
ASHEWOOD PH IV

N/F HOWARD
TMS 19104-09-14
ASHEWOOD PH IV

N/F KELLY
TMS 19104-09-13
ASHEWOOD PH IV

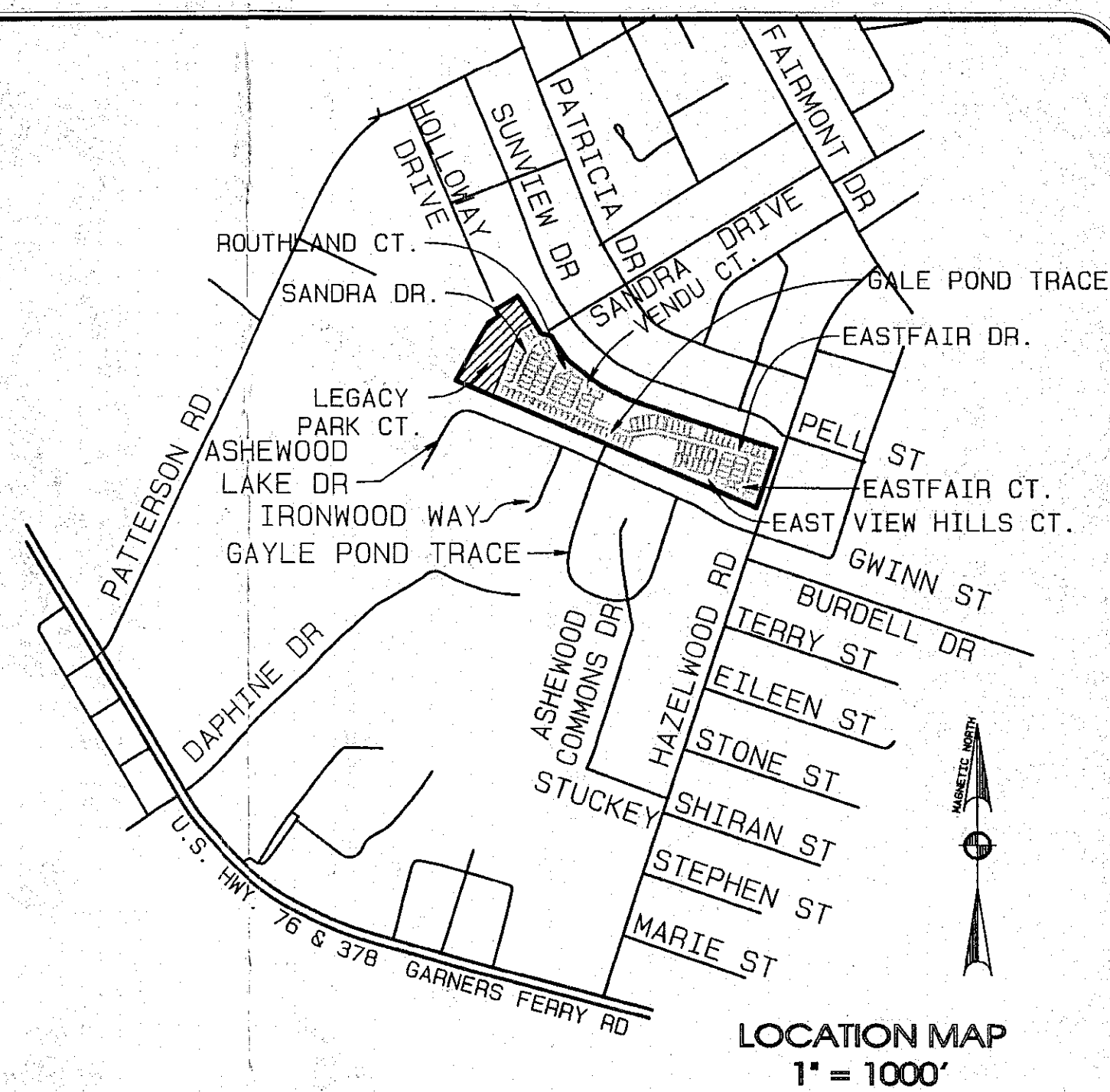
APPROVED
CITY OF COLUMBIA
UTILITIES & ENGINEERING
DEPARTMENT

THE WATER/SEWER OPERATOR IS:
THE CITY OF COLUMBIA
POST OFFICE BOX 147
COLUMBIA, SC 29217
TEL: 803/749-3400
FAX: 803/733-8674

THE OWNER IS:
EASTFAIR DEVELOPMENT, LLC
441 WESTERN LANE
IRMO, S.C. 29063
TEL: 803/749-9000
FAX: 803/749-5885

THE ENGINEER/SURVEYOR IS:
CIVIL ENGINEERING OF COLUMBIA
3740-A FERNANDINA ROAD
COLUMBIA, SC 29210
TEL: 803/798-2820
FAX: 803/798-2826

Phase Two-C
Eastfair
IN THE CITY OF COLUMBIA, RICHLAND COUNTY, S.C.
SCALE IN FEET
40 30 20 10 0 40 80 120



Book 2447-3875
2019081005 11/21/2019 13:28:40:660
Fees: \$25.00 County Tax: \$0.00
Plus Overhead
State Tax: \$0.00
2019081005 John T. Hopkins II Ricland County S.C.D.

BUILDING SETBACKS:

FRONT = 16'
REAR = 7'
SIDE = 0' TO 3' (MINIMUM OF 6' SEPARATION BETWEEN BUILDINGS)
SECONDARY FRONT = 3' ON CORNER LOTS ADJACENT TO ROAD R.O.W.

RESERVED EASEMENT NOTE:

UNLESS OTHERWISE SHOWN, ALL LOTS IN THIS SUBDIVISION SHALL HAVE DRAINAGE AND UTILITY EASEMENTS RESERVED IN FAVOR OF THE DEVELOPER, HIS HEIRS OR ASSIGNS AS DESCRIBED IN THE FOLLOWING:

1. SIDE AND REAR PROPERTY LINES:
7 1/2' (15' TOTAL) EITHER SIDE OF PROPERTY LINE.
WHERE A LOT IN THIS SUBDIVISION HAS A COMMON LINE WITH PROPERTY NOT INCLUDED IN THE SUBDIVISION, THE ENTIRE 15' EASEMENT SHALL BE INCLUDED ON THE LOT WITHIN THE SUBDIVISION.
2. FRONT AND SECONDARY LINES:
10' ALONG ANY PROPERTY LINE BOUNDED BY A ROAD R.O.W.
ABOVE EASEMENTS ARE SUBJECT TO CHANGE AND MAY BE CHANGED OR ABANDONED WITH A WRITTEN WAIVER BY THE DEVELOPER.

NOTIFICATION:

You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at a cost to be determined by the City of Columbia.

SUBDIVISION PLAT
The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the encroachments revealed by the plat.

Date: 11-19-19
John E. Chambers
Land Development Administrator

REVISION	NO.	DATE	DESCRIPTION	BY	CHKD.
	1	5-8-19	REVISE PER CITY COMMENTS		

CEC
consulting engineering
surveying | planning

3740-A FERNANDINA ROAD, COLUMBIA, SC 29210
TEL (803) 798-2820 FAX (803) 798-2826

FINAL PLAT	PREPARED FOR EASTFAIR DEVELOPMENT, LLC IRMO, SOUTH CAROLINA	JOB NUMBER 04073
SCALE 1" = 40'	DRAWN C. MALSH	CHECKED BY <i>[Signature]</i>
DATE 5-16-19	DESIGNED N/A	DRAWING NUMBER 1 OF 1



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-034 - Authorizing the City Manager to execute a Reinstatement and Seventeenth Amendment to the Purchase Agreement between the City of Columbia and Bright-Meyers 2001, LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

The City received a request for an extension to the purchase and sales agreement for Capital City Stadium in order to allow additional time to prepare for property closing. An additional \$25,000 non-refundable earnest money will be provided following approval of the extension. All earnest money is to be applied as a credit against the purchase price at the time of closing.

ATTACHMENTS:

- **#a:** 2022-034 - Bright Meyers (Capital Stadium) 17th Amendment to Purchase Agreement (PDF)
- **#b:** APPROVED 17th Amendment to Purchase Agreement - City Ballpark_47736464_6.DOCX - 1.._(PDF)

ORDINANCE NO.: 2022-034

Authorizing the City Manager to execute a Reinstatement and Seventeenth Amendment to the Purchase Agreement Between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is authorized to execute the attached, Reinstatement and Seventeenth Amendment to the Purchase Agreement, or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

SEVENTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Seventeenth Amendment to Purchase Agreement (the "Seventeenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as defined in Section 6).

W I T N E S E T H:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Fifteenth Amendment to Purchase Agreement effective August 5, 2021, and by that certain Sixteenth Amendment to Purchase Agreement effective November 9, 2021; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 1 of the Agreement is amended to provide that the Property to be conveyed to Buyer by the Quitclaim Deed (as hereinafter defined) shall include the land identified on the Survey (as hereinafter defined) as Richland County Tax Map Number R11204-02-42 (the "Sliver").

2. Not later than two (2) business days after the Amendment Effective Date Buyer shall pay additional non-refundable Earnest Money in the amount of \$25,000.00. Buyer and Seller acknowledge and agree that the \$504,000.00 in Earnest Money paid prior to the Amendment Effective Date is nonrefundable and has been paid to the Seller. All Earnest Money shall be applied as a credit against the Purchase Price at the Closing.

3. The Agreement is amended as necessary to provide that at the Closing Seller shall also execute a quitclaim deed (the "Quitclaim Deed") to Buyer for all property shown on that certain ALTA/NSPS Land Title Survey prepared for WREI-The Ballpark by Cox and Dinkins dated August 4, 2020 and identified as Project OP79C-58.dwg (the "Survey"). Seller's agreement to execute and deliver such Quitclaim Deed is conditioned upon the agreement of Dominion Energy of South Carolina, Inc. to execute a deliver a quitclaim deed for the same property.

4. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place not later than June 1, 2022. Provided however, Buyer shall have the right to extend the final date for Closing to the date that is five (5) business days following the date on which the U. S. Army Corps of Engineers, Charleston District issues a permit to Buyer pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) for the Rocky Branch and Rocky Branch Watershed Improvements to be made by Buyer pursuant to Section 24 of the Agreement (the "404 Permit"). Notwithstanding anything stated herein to the contrary, and without regard to the issuance or timing of issuance of the 404 Permit, in no event shall the Closing occur later than June 30, 2022.

5. Subject to the conditions stated in this Section 5, Seller hereby approves the assignment of the Agreement by Buyer to GD Ballpark Development LLC, a Delaware limited liability company (the "Gilbane Entity"). Provided however, Seller's approval of this assignment shall not be effective until (a) all documents and funds required for Closing have been deposited into escrow for Closing, and (b) Buyer has secured all approvals from Dominion Energy of South Carolina, Inc. and from Thomas A. Large, Lawrence Large and Charles Large, to assign to the Gilbane Entity Buyer's contract rights to purchase the adjacent lands owned by such parties.

6. The Agreement is hereby reinstated and shall be in full force and effect, as hereby amended, from and after the Amendment Effective Date.

7. The Agreement is amended as necessary to provide that Seller shall reserve utility easements over the Property as follows: (a) a fifteen (15') foot wide exclusive water easement to support the fire hydrant located near the northern boundary of the Sliver, (b) a fifteen (15') foot wide exclusive sewer easement running over the existing sanitary sewer line which generally runs along the right-of-way of Dreyfuss Road before turning and entering the Property as shown on the Survey, and (c) easements for ingress and egress for the purpose of operating, reconstructing, maintaining and repair of all utilities located on the Property.

8. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Seventeenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Seventeenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
4.29.2022

Date: _____, 2022

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____, 2022



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-035 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8) Alcohol

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

This ordinance amends Code Sec 15-1 (8) Alcohol to include allowing liquor at city permitted events. A resolution and SC Department of Revenue permit will still be required.

ATTACHMENTS:

- **#a:** O-2022-035 - Amending 1998 Code of Ordinances (Liquor) (PDF)

ORDINANCE NO.: 2022-035

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks is amended to read as follows:

Sec. 15-1. Prohibited acts in parks.

It shall be unlawful for any person using the public parks, recreation areas, grounds or facilities of the city (referred to in this chapter as parks) to either perform or allow the performance of any of the following acts, unless such activity is authorized, permitted or supervised by the parks and recreation department of the city:

- (1) *Damaging property.* Willfully mark, deface, disfigure, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) *Pollution of waters.* Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of such waters.
- (3) *Removing soil or plants.* Dig or remove any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means, except that digging shall be permitted in areas designated for such purpose.
- (4) *Damaging plants.* Damage, cut, carve, transplant or remove any tree or plant, or injure the bark or pick the flowers or seeds of any tree or plant, nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.
- (5) *Littering.* Bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other litter, or place refuse or litter in any waters in or contiguous to any park, or anywhere on the grounds thereof, other than in the proper receptacles, where provided.
- (6) *Interference with others.* Endanger the safety of any person by any conduct or act, or prevent any person from using any park or any of its facilities, or interfere with such use in compliance with this chapter and with the rules applicable to such use.
- (7) *Fires.* Build or attempt to build a fire, except at places specifically designated for such purpose or as permitted by the department of parks and recreation. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.
- (8) *Alcohol.* Possess and/or consume beverages, or food items of any type which contain alcohol, beer or wine regardless of the percentage of alcohol contained therein, except ~~within Riverfront Park, Keenan House, Finlay Park, the Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel~~ as follows:
 - a. At events open to the public involving the assembly or the intention of attracting 100 or more people, for cultural, ceremonial, educational, or celebratory purposes, which generates revenue, regardless of status, to include art exhibits, wine/food tasting events, circuses, fairs, carnivals, festivals, auctions, concerts, and any event which is advertised or marketed in any form including, but not limited to: posters, business cards, internet, and media outlets; serves an entrepreneurial purpose; includes fees/charges for goods/services (e.g. food & drink); and whenever there is an admission fee or leasing fee and when possession and consumption is specifically authorized by resolution of Columbia City

LEGAL DEPARTMENT DRAFT

Council and the event organizer obtains a permit or license if required by the South Carolina Department of Revenue for the possession and/or consumption of alcoholic beverages, to include liquor, beer, ale, porter, malt or wine ~~only~~ at the event. Public events held in Riverfront Park shall end by 9:00 p.m. and service of alcoholic beverages, to include liquor, beer and wine ~~only~~ shall end by 8:30 p.m. Public events held in the Keenan House, Finlay Park, Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of alcoholic beverages, to include liquor, beer and wine shall end by 9:30 p.m. Public events held at any other location shall end at the time(s) provided by the authorizing resolution of Columbia City Council; or

- b. At private functions, as specifically authorized by resolution of the Columbia Ceity Council, for which the South Carolina Department of Revenue does not require a permit or license for the possession and/or consumption of alcoholic beverages, beer or wine. Private functions held in Riverfront Park shall end by 9:00 p.m. and service of alcoholic beverages, to include liquor, beer and wine ~~only~~ shall end by 8:30 p.m. Private functions held in the Keenan House, Finlay Park, Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of alcoholic beverages, to include liquor, beer and wine shall end by 9:30 p.m. Public events held at any other location shall end at the time(s) provided by the authorizing resolution of Columbia City Council;
- (9) *Fireworks*. Possess, explode, discharge or ignite fireworks of any kind, unless specifically permitted by the department of parks and recreation and the fire marshal.
 - (10) *Parking in unauthorized area*. Park or leave automobiles, trucks, bicycles, unicycles, tricycles, scooters, mopeds, motorcycles, motorbikes, motorized carts or other motorized vehicles in places other than those specifically designated for such purpose.
 - (11) *Vending or peddling*. Vend, sell, peddle or offer for sale any commodity or article, except sales conducted by or specifically permitted by the department of parks and recreation.
 - (12) *Violation of rules and regulations of parks and recreation department*. Violate any rule or regulation promulgated by the parks and recreation department of the city.
 - (13) *Improper use of park equipment and furniture*. It shall be unlawful for any person to recline upon any seat, table, bench, or in any location not intended for occupancy.
 - (14) *Exclusive minor child play zones*. The director of parks and recreation shall designate exclusive minor child play zones within such city parks as deemed appropriate to enhance the safety of minor children at play and limit the use of playground equipment to age appropriate users
 - a. No persons over the age of twelve years are allowed in exclusive minor child play zone areas unless such persons are the parents, legal guardians or authorized temporary custodians caring for the minor child or minor children playing within the area or family members of the minor child or minor children playing within the area.
 - b. Authorized temporary custodians for the purpose of this subsection (14) are any person who has a minor child or minor children in his or her care and custody with the consent of the minor child or minor children's parent(s) or legal guardian(s).
 - c. The boundaries of exclusive minor child play zones shall be clearly designated by the placement of fencing or other discernable barriers along with the placement of signage.
 - d. Prior to implementing exclusive minor child play zones within any park, the parks and recreation director shall request that the designation be placed on city council's agenda for public input and for approval by a majority vote of members of city council present at the meeting.
 - e. This subsection does not apply to special authorized events held within the city parks.
 - (15) *Concealable weapons*. Openly carry a concealable weapon.
 - (16) *Firearms*. At events subject to the provisions of Sec. 15-1(8), possession of firearms within the boundaries of the areas in which the possession and/or consumption of alcoholic beverages are permitted.

Requested by:

Assistant City Manager Simons

Approved by:

City Manager

Approved as to form:


City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-036 - Granting an encroachment to Lee and Maple, LLC, for the use of the right of way area of the 2700 block of Lee Street for the installation and maintenance of four on-street parking spaces, two brick columns and sidewalks adjacent to 803 Maple Street, Richland County TMS#11316-03-04

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-036 - 803 Maple Encroachment (revised) (PDF)
- **#b:** 803 Maple Encroachment Packet (PDF)

ORDINANCE NO.: 2022-036

Granting an encroachment to Lee and Maple, LLC, for the use of the right of way area of the 2700 block of Lee Street for the installation and maintenance of four on-street parking spaces, two brick columns, and sidewalks connecting to the public sidewalk adjacent to 803 Maple Street, Richland County TMS#11316-03-04

WHEREAS, Lee and Maple, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2700 block of Lee Street for the installation and maintenance of four on-street parking spaces, two brick columns and sidewalks adjacent to 803 Maple Street, 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 _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 2700 block of Lee Street adjacent to 803 Maple Street, Richland County TMS#11316-03-04, for the installation and maintenance of four (4) on-street parking spaces measuring approximately nine (9') feet in width twenty four (24') feet in length, two (2) brick columns measuring approximately twelve (12") inches in width and length and four (4') feet in height, and sidewalks measuring approximately five (5') in width connecting to the public sidewalk, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. The four (4) parking spaces located in the public right-of-way of Lee Street are not solely for the proposed development located at 803 Maple Street, TMS #11316-03-04.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-036**



**2700 BLOCK OF LEE STREET
ADJACENT TO 803 MAPLE STREET
ON-STREET PARKING SPACES, BRICK COLUMNS AND SIDEWALKS**

Subject Property:	Right-of-way adjacent to 803 Maple Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of four on-street parking spaces, two brick columns and sidewalks
Applicant:	Lee and Maple, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of four (4) on-street parking spaces measuring approximately nine (9') feet in width twenty four (24') feet in length, two (2) brick columns measuring approximately twelve (12") inches in width and length and four (4') feet in height, and sidewalks measuring approximately five (5') in width connecting to the public sidewalk, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. The four (4) parking spaces located in the public right-of-way of Lee Street are not solely for the proposed development located at 803 Maple Street, TMS #11316-03-04.
CITY AGENCY COMMENTS FOR ENCROACHMENT	
Lucinda Statler, Planning Department	Recommend approval.
Robert Anderson, Street Division	Recommend approval.

Denny Daniels, Columbia Water Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval.
Kris Scott, Fire Department	Recommend approval.
Tori Salvant, Parking Services	Recommend approval.



City of Columbia City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Thursday, April 14, 2022

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others

- Columbia City Limits

✕ OutsideOfCity

0 0.01 0.02 0.04
mi

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	☐	☐
A completed and signed Application Form	☐	☐
Letters of Agency for all applications where the applicant is not the owner of the subject property	☐ N/A	☐
Pictures or specification sheet of the items to permanently encroach the Right-of-way	☐ N/A	☐
Existing Site Plan Please see page 4 below for required content.	☐ 1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐
Proposed Site Plan Please see page 4 below for required content.	☐ 1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	☐



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name	
Contact: Teresa Hodge	
Company (if applicable)	
Lee and Maple, LLC	
Address (street, city, state, zip)	
2801 Devine Street Columbia, SC 29205	
Phone	Email
803-309-1304	thodge@estatesinc.com

2. Property Information

Address	
803 Maple Street	
Tax Map Reference Number(s)	
R11316-03-04	
Current use	Proposed use
Asphalt parking lot	Residential townhome

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

This project includes the removal of an existing asphalt parking lot and the construction of a single townhome with four dwelling units. In the right-of-way are four (4) 90 degree parking spaces (6" thick 3,000 PSI fiber reinforced concrete and 81LF curb and gutter per City of Columbia/SCDOT standards) that will be paved up to the existing sidewalk. The two existing large oaks in the right-of-way are to remain. The disturbed area of the net critical root zone are less than 20% for each tree.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

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.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant

		
Print Name Teresa Hody	Date 3/29/22	



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-047 - Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Core_Campus_Memo_Ordinance_2022_047(PDF)
- **#b:** Ordinance_2022_047_Core_Campus_Second_Amendment (PDF)
- **#c:** Ordinance_2012_114_hubparkingagreementmarkedupcopy (PDF)
- **#d:** Ordinance_2013_035_Core_Campus (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager
Teresa Knox, City Attorney
FROM: Missy Gentry, PE Assistant City Manager
RE: Ordinance 2022-047; Second Amendment to Lease agreement with Core Campus
DATE: May 2, 2022

The City of Columbia entered into a License Agreement with Core Campus Investment Partners, LLC in 2012 via Ordinance 2012-114 for the use of Sumter Street Parking Garage for the placement of amenities and parking for the Core Campus Tenants. The effective date of the agreement is December 19, 2012, with a term of 55 years, thus the agreement period ends December 19, 2067. The agreement also includes an Option to Purchase and a First Right of Refusal.

The current rates based on the terms of the agreement are reflected in the table below.

Type	Count	Current \$/Space/Mth	Current Mth Fee	Current Annual Fee	Comment
Sumter Parking	338	\$41.37	\$13,983.06	\$167,798.72	Original rate was \$36/mth for first five years
Motorcycle	26	\$29.70	\$ 772.20	\$9,266.40	Original rate was \$25/mth for first five years
Support Spaces	7	\$ 5.00	\$35.00	\$422.00	Fixed \$/Space/Month
License Fee	1	\$416.67	\$416.67	\$5000.00	Fixed Annual Fee
TOTAL			\$15,206.93	\$182,483.12	

Note: the original parking rate for parking spaces and motorcycle parking spaces increased by \$3/space in 2019 and has increased by 3% each year thereafter.

In addition to the commitment contained in the License Agreement of 338 spaces, there are 64 tenants of The Hub that park at Canon Parking Facility. Those tenants are direct monthly customers of the City and pay full market rate of \$65/space. The additional revenue generated from those tenants total \$4,160/month.

Overview of First and Second Amendment to the Core Campus License Agreement

Ordinance 2013-035: approved on 3/26/2013; Assignment of License Agreement and Memorandum of Lease from Core Campus Investment Partners, LLC to Core Campus Columbia I, LLC (converted the license agreement to a lease upon completion of the amenity deck referenced in the License Agreement).

Ordinance 2022-047; Request of assignment of License the City regarding a recapitalization of the property with a new Equity Partner. As a result of that process, they requested an assignment of the agreement from the current partnership, Core Campus Columbia I, LLC, to the new partnership Core SVA Acquisition Vehicle, LLC. The operations of The Hub will not change as a result of the recapitalization, as Core is remaining as the active managing partner for day to day activities and the overall management of the building. The role of the new equity partner is limited and primarily to provide capital for the Project.



We Are Columbia

Management of Street Space Supply/Demand and Parking Deck Usage

As the City experiences continued growth throughout downtown, the supply/demand for parking is impacted. Prior to the opening of The Hub other downtown residential developments, the primary need for parking enforcement occurred during business hours, thus the City's parking enforcement hours are 9 am- 6pm M-F throughout the business districts, with an exception being Saturday enforcement in Five Points. There have been discussions in the past regarding extending the enforcement hours to later in the evenings and on weekends to better manage downtown residents use of street spaces that are needed to support businesses. Until changes are made with the enforcement hours, it will continue to be difficult to prevent downtown residents from occupying street spaces in the evenings and on weekends, as they are public spaces. In addition to extending the hours of enforcement, staff has presented the concept of a dynamic pricing structure in the past and continues to support that model, which allows for increased parking rates at times of high demand and in closer proximity to events or destinations.

ORDINANCE NO.: 2022-047

Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of ____, 2022 that the City Manager is hereby authorized to execute the attached Second Amendment of License Agreement and Memorandum of Lease, or on a form approved by the City Attorney, between Core Campus Columbia I, LLC, and the City of Columbia.

Requested by:

Missy Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2012-114

Authorizing the City Manager to execute a License Agreement between the City of Columbia and Core Campus Investment Partners, LLC licensing the use of the Sumter Street Parking Garage for the placement of amenities and parking for the Core Campus Project tenants and the placement of support structures and utilities, if any, within the Sumter Street Parking Garage and giving Core Campus Investment Partners, LLC an Installment Purchase Option

BE IT ORDAINED by the Mayor and Council this ____ day of _____, that the City Manager is authorized to execute the attached License Agreement between the City of Columbia and Core Campus Investment Partners, LLC licensing the use of the Sumter Street Parking Garage for the placement of amenities and parking for the Core Campus Project Tenants and the placement of support structures and utilities, if any, within the Sumter Street Parking Garage, and giving Core Campus Investment Partners, LLC an installment purchase option to purchase the City's interest and rights in those portions of the Sumter Street Garage owned by the City subject to the rights of others owning or having interests in the Sumter Street Garage.

Requested by:

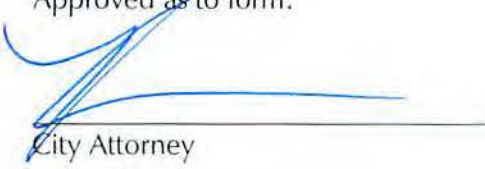
Major Benjamin


MAYOR

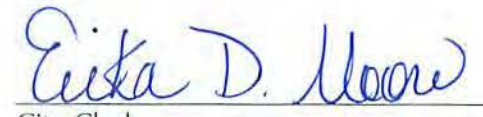
Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 12/4/2012

Final Reading: 12/18/2012

LICENSE AGREEMENT

This License Agreement (this "Agreement") dated as of December 19, 2012 (the "Effective Date") by and between Core Campus Investment Partners LLC, a Delaware limited liability company or its assigns ("Licensee"), and the City of Columbia, South Carolina, a body politic of the State of South Carolina ("City"). City and Licensee are sometimes referred to herein separately as a "Party" and together as the "Parties."

Recitals:

- A. Licensee has entered into an Agreement of Purchase and Sale dated August 24, 2012 to purchase the property located at 1426 Main Street, Columbia, South Carolina ("Licensee's Property"), on which Licensee and its Affiliates (defined in Section 5(a)) plan to design, construct and develop a student housing project in excess of 150 bedrooms per acre (the "Project").
- B. Pursuant to that certain Order on a Special Exception granted by City of Columbia Board of Zoning Appeals set forth on Exhibit A hereto (the "Order"), City of Columbia Board of Zoning Appeals has granted Licensee a special exception to exceed the maximum density of 150 bedrooms per acre subject to the condition that Licensee provide an executed lease for the required off-street parking prior to the issuance of any permits (the "Parking Condition"). Attached hereto as Exhibit B is a letter from the City Zoning Administrator confirming that this Agreement satisfies the Parking Condition.
- C. Licensee desires to enter into this Agreement to satisfy the Parking Condition and comply with the Order, and to set forth the terms and conditions for the licensing by City to Licensee of the right to use and occupy certain parking spaces in the Sumter Street Garage located at 1400 Sumter Street, Columbia, South Carolina (the "Sumter Premises") and for City to lease certain parking spaces to Licensee for use by the tenants of the Project, all as more particularly provided herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. License and Reserved Spaces.

- (a) City hereby grants to Licensee, and its employees, independent contractors, subcontractors, tenants, customers, invitees, representatives and agents, successors and assigns (collectively, the "Licensee Parties"), a license (the "License") for the right to use and occupy eighty-two (82) parking spaces on the top level of the Sumter Premises for the purpose of developing, constructing and placing thereon the Amenity Improvements (defined in Section 9) and other amenities as Licensee shall determine for use by the tenants of the Project (the "Amenities Spaces"), and any additional spaces within the Sumter Premises required by Licensee for the installation of utilities and to provide structural support for any improvements developed, constructed or placed in or upon the Amenities Spaces (the "Support Spaces"), including ingress and egress to the Sumter Premises for the Licensee Parties (such areas are referred to as the "Licensed Area"). City shall take all action necessary with regard to the Sumter Premises which may be required for Licensee to obtain its DDR approval, including permitting Licensee to alter the physical appearance of the Sumter Premises (at the cost of Licensee), and for Licensee to obtain any easements required by Licensee for the use of the stairwell on the southeast corner of the Sumter Premises (including moving such stairwell inside the Sumter Premises). This License does not extend to the parking spaces leased to the Marriot and any use of those spaces by Licensee must be under a separate agreement between Licensee and the Marriot. Further, this License and the rights granted hereby do not extend to or include any portions of the first floor of the Sumter Premises which are not owned by the City or the basement of the Sumter Premises. Any rights or interests necessary for Licensee to place structural supports or utilities on the first floor or in the basement of the Sumter Premises shall be obtained from the owner of the first floor or basement.
- (b) The Licensed Area is to be used by Licensee for the construction, development and use of certain amenities in the Licensed Area and the use of such amenities by the tenants of the Project and their guests. Such construction and development of the amenities and structural supports in the Licensed Area shall comply with all applicable federal, state or local laws, codes, rules and regulations. Licensee shall secure the Licensed Area to limit the use of the amenities to the tenants of the Project and their guests.
- (c) City shall not be required to perform any additional work or furnish any additional materials to or otherwise prepare the Licensed Area for License Parties' occupancy except as otherwise provided herein. Nothing contained in this Agreement shall give Licensee any right or license to use or occupy any area outside the footprint of Sumter Premises, including but not limited to adjacent sidewalks and/or alleyways.
- (d) Commencing August 15, 2014 and through the end of the Term, City shall lease to Licensee for use by the tenants of the Project such number of parking spaces in the

Sumter Premises above Level 3-A as may be necessary for Licensee to meet all applicable zoning ordinances (but in any event no less than 338 parking spaces) (the "Sumter Premises Parking Spaces"). The Sumter Premises Parking Spaces shall be so leased to Licensee for 12 month terms at a monthly fee equal to Thirty-six and no/100 Dollars (\$36.00) per Sumter Premises Parking Space during the five (5) year period commencing August 15, 2014. Commencing August 15, 2019, City may increase such monthly fee up to Three and no/100 Dollars (\$3.00) per leased Sumter Premises Parking Space. City may on each one year anniversary thereafter increase such monthly fee by the average percentage increase of parking fees in other City-owned parking facilities but in no case greater than 3% per year. Notwithstanding the foregoing, the monthly fee per leased Sumter Premises Parking Space shall in no event be greater than the monthly fee offered to the general public for parking in the Sumter Premises from time to time.

- (e) Commencing August 15, 2014 and through the end of the term, City shall lease to Licensee for use by the tenants of the Project up to twenty-six (26) motorcycle parking spaces (the "Motorcycle Spaces") in the Sumter Premises other than in the Licensed Area or the Sumter Premises Parking Spaces with a minimum of two Motorcycle Spaces located on Level 3-A and two Motorcycle Spaces located on Level 3-B. The Motorcycle Spaces shall be so leased to Licensee for 12 month terms at a monthly fee equal to \$25.00 per Motorcycle Space during the five (5) year period commencing August 15, 2014. Commencing August 15, 2019, City may increase such monthly fee up to Three and no/100 Dollars (\$3.00) per leased Motorcycle Space. City may on each one year anniversary thereafter increase such monthly fee by the average percentage increase of parking fees in other City-owned parking facilities but in no case greater than 3% per year. Notwithstanding the foregoing, the monthly fee per leased Motorcycle Space shall in no event be greater than the monthly fee offered to the general public for similar parking in the Sumter Premises.
- (f) Notwithstanding anything to the contrary in this Agreement, the City may lease any of the Amenities Spaces or Support Spaces in the Sumter Premises after the Effective Date of this Agreement prior to Licensee commencing construction of the Amenity Improvements. Licensee will provide the City with no less than forty-five (45) days prior written notice of the anticipated date that construction will commence in the Licensed Area in order for the City to make the parking spaces available for such construction as provided in this Agreement.
- (g) Notwithstanding anything to the contrary in this Agreement, the City may lease any of the Sumter Premises Parking Spaces and Motorcycle Spaces that will be leased to Licensee for use by the tenants of the Project (but will not be used in connection with the construction of the Amenity Improvements) after the Effective Date of this Agreement and prior to August 15, 2014.

- (h) City shall from time to time commencing August 15, 2014 and through the end of the Term make available for lease to Licensee for use by the tenants of the Project up to fifty (50) parking spaces in the City Center Garage located at 1227 Taylor Street, Columbia, South Carolina or in other City-owned parking facilities, if needed by Licensee, at the then most favorable monthly rate for the general public per leased space for parking in the parking facility in which the applicable leased space is located. Monthly parking fees for such parking spaces may be increased from time to time by Columbia City Council in its sole and exclusive discretion.
- (i) Licensee shall be responsible for the payment of any real or personal property taxes, assessments or other fees that may be assessed against the Amenity Improvements as a result of this License. To the extent any other taxes, assessments or fees are assessed as a result of this License, City and Licensee shall cooperate in good faith to protest, dispute and minimize such taxes, assessments and fees.

2. Term; Termination.

- (a) The term of this Agreement and the License granted herein (the “Term”) shall commence on the Effective Date and shall terminate on the fifty-five (55) year anniversary of the Effective Date, unless otherwise provided in Section 2(b), or upon Licensee’s exercise of the Purchase Option (as defined in Section 13).
- (b) If either Party defaults in the performance of any of its obligations hereunder and such default continues for more than ninety (90) days after delivery of written notice thereof from the non-defaulting Party (except that if any non-monetary default cannot be cured with the exercise of reasonable diligence during such ninety (90) day period, such period shall be extended for such additional time as is reasonably necessary to effectuate the cure thereof, provided that the defaulting Party has commenced to cure such default within such ninety (90) day period and thereafter diligently prosecutes such cure to completion), then the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the defaulting Party. In addition to such right of termination, the non-defaulting Party may pursue any other remedies available at law or in equity with respect to such default.

- 3. License Fee. In full consideration of the grant of the License to Licensee and City’s obligations hereunder, Licensee shall pay to City during the Term a license fee (the “License Fee”) equal to Five Thousand and no/100 Dollars (\$5,000.00) per year for the Amenities Spaces plus Sixty and no/100 Dollars (\$60.00) per year for each of the Support Spaces payable in equal monthly installments on the first day of each month of the Term commencing August 15, 2014.

4. Insurance.

- (a) During the Term of this Agreement, Licensee shall procure and maintain insurance insuring the City from and against claims for any injuries to persons or damage to the Sumter Premises which may arise from or in connection with the construction, use or failure of the Amenity Spaces and Support Spaces or the acts or omissions of the Licensee Parties:
 - (i) Commercial general liability insurance in an amount not less than Six Hundred Thousand and no/100 Dollars (\$600,000.00) per occurrence combined single limit for bodily injury, personal injury and/or property damage with an aggregate liability of not less than One Million and no/100 Dollars (\$1,000,000.00);
 - (ii) During the construction and development of the Amenity Spaces and Support Spaces or during the removal of the amenities and support structures as hereinafter provided, the Licensee shall provide in a separate policy of Owner's and Contractor's Protective Liability Insurance issued in the name of City in an amount not less than Six Hundred Thousand and no/100 Dollars (\$600,000.00) per occurrence combined single limit for bodily injury, personal injury and/or property damage with an aggregate liability of not less than One Million and no/100 Dollars (\$1,000,000.00);
 - (iii) Licensee will cause all contractors or other persons doing work on the Project to comply with the insurance requirements set forth in City Code Sec. 11-71 and to the extent that the insurance requirements set forth in this Agreement are in conflict with or in amounts less than those required by the aforesaid ordinance, the said ordinance shall prevail.
 - (iv) All insurance shall be primary insurance as respects the City, its officials, and employees. Any insurance or self-insurance maintained by the City, its officials and employees shall be in excess of insurance provided by Licensee and shall not contribute to it.
 - (v) Licensee shall procure and shall maintain during the Term of this Agreement, Worker's Compensation Insurance in accordance with the laws of the State of South Carolina for all of the employees to be engaged in any work on Sumter Premises pursuant to this Agreement, and in case any such work is sublet, Licensee shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of such subcontractor's employees to be engaged in such work unless such employees are covered by the protection

afforded by Licensee's Workers' Compensation Insurance. Licensee shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-insured Worker's Compensation Program to perform any work related to this Agreement.

- (b) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduce in coverage or in limits unless thirty (30) days' prior written notice, by certified mail, return receipt requested, has been given to the City. The City may require proof of such insurance coverages at any time during the Term of this Agreement.
 - (c) Licensee shall furnish the City with a certificate showing satisfactory proof of coverage of the insurance required by this Agreement to insure and fully indemnify the City as provided for herein during construction and development of the Amenity Improvements and support structures and such shall be approved by the City prior to commencement of the work. Licensee shall require all Licensee Parties performing construction on the Sumter Premises to procure similar insurance prior to construction and such shall be approved by the City prior to commencement of the work by the Licensee Parties.
 - (d) Licensee shall furnish the City with a certificate showing satisfactory proof of coverage of the insurance required by this Agreement to insure and fully indemnify the City as provided for herein prior to the Licensee Parties' use and occupancy the Sumter Premises and such shall be approved by the City prior to the Licensee Parties' use and occupancy of the Sumter Premises.
 - (e) City shall be specifically covered and named as an additional insured in liability all policies required by this Agreement.
 - (f) During the Term of this Agreement, City shall maintain fire and casualty insurance on the Sumter Premises in such amounts as the City, in its reasonable discretion deems appropriate. Licensee Parties shall not be named as an additional insured or loss payee in such insurance policies.
 - (g) City and Licensee shall each cooperate with and provide reasonable access to the Sumter Premises and License Area by representatives of insurance companies and insurance brokers or agents.
5. **Indemnification.** Licensee shall indemnify, defend and hold harmless City and its officials and employees (the "City Indemnitees"), from and against all claims, causes of action, damages, cost and expense relating to the Amenities Spaces and the Support Spaces and the structural supports placed therein by reason of in connection with (i) any injury to or death of any person, or damage to or loss of property, or any other matter occurring, resulting

from or connected with the use, condition or occupancy of the Amenities Spaces and the Support Spaces and the structural supports placed thereon by the Licensee Parties or (ii) any breach by Licensee under this Agreement. For purposes of this Agreement, "Affiliate" means, in respect of any person or entity ("Person"), any other Person that directly or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such Person. As used in this definition, "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

6. **Assignment; Sublicensing.** This Agreement and the License granted hereby is personal to Licensee and shall not be assigned by Licensee, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of any portion of the Licensed Area by any third party other than the Licensee Parties, without first obtaining the prior written consent of City; provided, however, that Licensee may assign this Agreement and the License without the consent of City to an Affiliate of Licensee or to any purchaser of Licensee's Property or to any lender for collateral purposes. Without limiting the foregoing, in the event the purchaser of Licensee's Property is a not-for-profit organization which is then leasing a parking facility at parking fees greater than such fees set forth in this Agreement, Licensee shall provide reasonable notice of such sale to the City so that the City may adjust the parking fees in this Agreement to make such fees set forth in this Agreement commensurate with such other party fees.

7. **Repair Obligations and Use of Sumter Premises.**

- (a) City shall at all times keep and maintain the Sumter Premises other than the Licensed Area, and shall cause the Sumter Premises other than the Licensed Area to be kept and maintained, in good repair and working order commensurate with parking garages of the same age, condition and construction in the City. Without limiting the foregoing, City shall make repairs to and perform maintenance upon: (1) all structural and non-structural elements of the Sumter Premises, including exteriors walls and structural elements of floors; (2) all mechanical, electrical, plumbing, fire/life safety systems and any other utility or other systems serving the Sumter Premises in general; and (3) all common areas, including demising partitions, common entrances, corridors, doors, loading docks and stairways. However, City shall have no obligation to improve existing structural elements or walls to support the Amenity Improvements.
- (b) Licensee shall at all times keep and maintain the Licensed Area, and shall cause the Licensed Area, to include the structural supports placed within the support spaces, to be kept and maintained, in good repair and working order. Without limiting the foregoing, Licensee shall make repairs to the following to the extent such repairs are caused by the acts of Licensee Parties: (1) all structural and non-structural elements of the Licensed Area, including exteriors walls and structural elements of floors; (2) all mechanical, electrical, plumbing, fire/life safety systems and any other utility

or other systems serving the Licensed Area in general; and (3) all areas, including demising partitions, entrances, corridors, doors, loading docks and stairways.

- (c) City shall not during the Term change the use of the Sumter Premises to any use other than a parking garage similar to such use as of the Effective Date.

8. Alterations.

- (a) Other than those that are a result of the drawings set forth in Section 8(b), Licensee shall not make any structural alterations, additions or changes to the Licensed Area without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.
- (b) City hereby consents to the improvements to be constructed on and above the Amenities Spaces and related structural construction substantially in accordance with Exhibit C hereto (the "Amenity Improvements"). The Amenity Improvements shall comply in all material respects with all applicable local, state and federal codes. City may, at City's sole cost and expense, engage a structural engineer to review the Amenity Improvements and Licensee shall incorporate commercially reasonable design changes. During the construction of the Amenity Improvements and support structures, Licensee shall use commercially reasonable efforts to prevent the interruption of existing businesses within the Sumter Premises, including City's operation of the remaining public parking in the Sumter Premises; provided that in no event shall Licensee be responsible for any lost revenue to the City during such construction. During the construction of the Amenity Improvements and support structures, Licensee shall not impede or interfere with the ability of Marriot or other parking tenants/customers to utilize parking in the Sumter Premises pursuant to any lease of a portion of the Sumter Premises with the City. Licensee shall pay promptly when due the entire cost of any work in the Sumter Premises undertaken by Licensee so that the Sumter Premises shall at all times be free of liens for labor and materials arising from the work. Licensee shall procure all necessary permits before undertaking any work, do all work in a good and workmanlike manner and comply in all material respects with all governmental requirements. Licensee shall not permit any mechanics', laborers' or materialmen's liens to be filed against the Sumter Premises by reason of any work, labor, services or materials performed at or furnished to, or claimed to have been performed at or furnished to, the Sumter Premises, by, or at the direction of, Licensee or anyone holding the Licensed Area through or under the Licensee. If any such liens shall at any time be filed or claimed, Licensee shall have the right to contest such liens in good faith and with reasonable diligence, provided Licensee has deposited with City or a title company security reasonably satisfactory to City to assure payment and to prevent any sale, foreclosure or forfeiture of the Sumter Premises by reason of non-payment. On final determination of the lien or claim for lien, Licensee shall immediately pay any judgment, with all costs and charges, and shall have the lien released of record and

any judgment satisfied. If Licensee shall fail to contest the liens with due diligence or shall fail to cause the liens to be discharged or bonded over or establish a title indemnity within 30 days after being notified of their filing and, in any case, before any sale, foreclosure or forfeiture then, in addition to any other right or remedy of City, City may discharge the liens by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by City, and the amount paid by City and all costs and expenses, including reasonable attorneys' fees, expenses and court costs, incurred by City in procuring the discharge of the liens or judgment shall be due and payable by Licensee to City within ten (10) business days after demand by City. Prior to any of the Licensee Parties commencing any work at the Sumter Premises for the Amenity Improvements, support structures or utilities, Licensee shall furnish a surety bond or bonds in an amount at least equal to one hundred percent (100%) of the amount of the contract price for the work as security for the faithful performance of any contract for the work and for payment of all persons performing labor for such work under any contract for such work and furnishing materials in connection with the contract for the work. The surety bond, or bonds, shall be executed by a company duly authorized to do business in the state of South Carolina, which surety company must be listed in the current version of United States Treasury Department Circular 570. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond. Said surety shall be subject to approval by the City's attorney. The City reserves the right to accept or reject the qualification of any bonding company submitted by the Licensee Parties.

9. **Intentionally Deleted**

10. **Quiet Enjoyment**. City covenants and agrees that, so long as Licensee shall not be in default of this Agreement beyond the cure period set forth in Section 2(b), the Licensee Parties shall and may peaceably and quietly have, hold and enjoy the Licensed Area for the Term, as same may be extended, without disturbance, hindrance or ejection by or from City (subject, however, to the provisions hereof) or any one claiming by, through or under City.

11. **Fire, Explosion or other Casualty**. If the Sumter Premises, or any part thereof, is damaged by fire, explosion or any other casualty or cause in any manner, the damage shall promptly be repaired and rebuilt by City at City's expense, if the City in its sole and exclusive discretion elects to repair or rebuild the Sumter Premises or any part thereof. If the casualty, or if the City elects to repair or rebuild, the repairing or rebuilding, render all or any part of the Licensed Area unusable by Licensee Parties as provided herein, the License Fee shall be proportionately abated from the date when the damage occurred until the date City completes its repair and rebuilding work, which proportion shall be computed based on the relation which the portion of the Licensed Area rendered unusable bears to the total Licensed Area or any part thereof. Should the City elect to repair or rebuild the Sumter Premises, or any part thereof, City shall have no obligation to repair or rebuild Licensee's amenities in the Licensed Area or support structures located in the Support Spaces and such

shall be at Licensee's cost and expense; however, City, if it elects to repair or rebuild the Sumter Premises, or any part thereof, will coordinate the repair and rebuilding with Licensee. Licensee shall insure such against such damage in its discretion and at such levels of insurance coverage that it deems appropriate. Notwithstanding the foregoing, (x) the Purchase Option of Licensee shall remain in full force and effect and (y) City shall use its best efforts to provide alternative parking to Licensee for use by the tenants of the Project at the then prevailing market rate, in each case, during the period that the Sumter Premises are so damaged.

12. **Surrender.** Upon the termination of this Agreement, Licensee shall cease use of the Licensed Area and vacate the Sumter Premises and the Licensed Area shall be returned to the City in substantially its original condition (ordinary wear and tear excepted) and Licensee shall, at its cost and expense, remove the Amenity Improvements in the Licensed Area or support structures located in the Support Spaces. During the removal of the Amenity Improvements in the Licensed Area or support structures located in the Support Spaces, Licensee shall use commercially reasonable efforts to prevent the interruption of existing businesses within the Sumter Premises, including City's operation of the remaining public parking in the Sumter Premises; provided, that in no event shall Licensee be responsible for any lost revenue to the City during such removal. During the removal of the Amenity Improvements and support structures, Licensee shall not impede or interfere with the ability of the Marriot or other parking tenants/customers to utilize parking in the Sumter Premises pursuant to any lease of a portion of the Sumter Premises with the City. Prior to commencement of construction at the Sumter Premises, Licensee shall furnish a surety bond or bonds in an amount at least equal to one hundred (100%) percent of the amount of the actual final costs for the work to so return to substantially its original condition as security for the faithful performance of Licensee's obligation to return the Sumter Premises to the City in its original condition and removal of the Amenity Improvements in the Licensed Area or support structures located in the Support Spaces, at Licensee's cost and expense, and for payment of all persons performing labor under any contract for the work and furnishing materials in connection with the contract for the work. The surety bond, or bonds, shall be executed by a company duly authorized to do business in the state of South Carolina, which surety company must be listed in the current version of United States Treasury Department Circular 570. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond. Said surety shall be subject to approval by the City's attorney. The City reserves the right to accept or reject the qualifications of any bonding company submitted by the Licensee Parties. The amount of the surety bond or bonds shall be adjusted every five (5) years during the Term by the average of the Consumer Price Index for the past five (5) years to cover any estimated increase in the costs for the return of the Sumter Premises to the City substantially in its original condition and removal of the Amenity Improvements and the support structures located in the Support Spaces. Should the average of the Consumer Price Index for the past five (5) years be a negative number, the surety bond amount shall not be reduced.

13. Option to Purchase.

- (a) City hereby irrevocably grants to Licensee an exclusive option to purchase the Sumter Premises ("Purchase Option") upon the terms and conditions set forth herein for a purchase price equal to the Purchase Price (defined below). Licensee may exercise the Purchase Option at any time after the Effective Date and prior to the expiration of the Term by the delivery of written notice to City of Licensee's intent so to exercise the Purchase Option. Within five business days of the exercise of the Purchase Option, City and Licensee shall enter into a purchase contract for the purchase and sale of the Sumter Premises in a form customarily used for purchases and sales of similar properties in the city of Columbia, which contract shall include the following: (1) earnest money of 5% of the Purchase Price; (2) a closing date within 90 days of execution of such contract; (3) the sale of the Property by City by quit claim deed; and (4) the sale being subject to existing covenants, conditions and restrictions of record (including utility easements in favor of City not evidenced by an easement). The Purchase Option does not extend to or include any portions of the first floor of the Sumter Premises which are not owned by City or the basement of the Sumter Premises. Licensee and its Affiliates shall take the Sumter Premises AS IS AND WHERE IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.
- (b) For purposes of this Agreement, "Purchase Price" means (i) the value of the Sumter Premises based upon an appraisal obtained by Licensee (the "Licensee Appraisal") or (ii) in the event City notifies Licensee that it does not approve of such Licensee Appraisal (it being agreed that City shall be deemed to have approved such Licensee Appraisal if it fails to notify Licensee that it does not approve of such Licensee Appraisal within 10 business days of the date it receives such Licensee Appraisal from Licensee), the value of the Sumter Premises which shall be the average of the appraised values of the Licensee Appraisal and an appraisal obtained by City and delivered to Licensee within 30 days of the date the Licensee Appraisal was delivered to City (the "City Appraisal"), provided that the difference in the respective values of the Licensee Appraisal and the City Appraisal is less than or equal to 5%. If the difference in the respective values of the Licensee Appraisal and the City Appraisal is greater than 5%, then an appraiser (the "Third Appraiser") mutually acceptable to Licensee and City shall review each of the Licensee Appraisal and the City Appraisal and shall give its determination of the appraised value of Sumter Premises (the "Third Appraisal"). If Licensee and City cannot agree on a Third Appraiser, then, within 10 days of the date the City Appraisal is delivered to Licensee, the then acting President of the Appraisal Institute located nearest to Sumter Premises shall appoint an appraiser having the qualifications set forth below and such appraiser shall provide the Third Appraisal. If the Third Appraisal is a

value that is between the values in the Licensee Appraisal and the City Appraisal, then the Appraised Value shall be the average of the value in the Third Appraisal and the value in whichever of the Licensee Appraisal or City Appraisal that is closer to the value in the Third Appraisal. If the Third Appraisal is not a value that is between the values in the Licensee Appraisal and the City Appraisal, then the Appraised Value shall be the value set forth in whichever of the Licensee Appraisal or the City Appraisal that is closer to the value in the Third Appraisal. Licensee shall pay the costs of the Licensee Appraisal, City shall pay the costs of the City Appraisal, and if a third appraiser is required, Licensee and City shall equally share the cost of the Third Appraiser. Any appraisal obtained under this paragraph shall determine the fair market value of Sumter Premises based upon an approximation of the value in a sale to a third party in an arms-length transaction and shall be conducted by an independent, third party, certified real estate appraiser having at least 15 years of commercial real estate experience in Columbia, South Carolina and designated as an "M.A.I." or its equivalent by the Appraisal Institute.

- (c) City hereby covenants and agrees that during the Term of this Agreement, City shall not commit, approve, consent to or permit any Unpermitted Transfer (as defined below) without the prior written consent of Licensee, which consent may be withheld in Licensee's sole discretion. Any Unpermitted Transfer which is effected without the prior written consent of Licensee shall be void, invalid and ineffective and of no force or effect against Licensee or Licensee's rights hereunder and in the Sumter Premises. For purposes of this Agreement, an "Unpermitted Transfer" shall mean any of the following:
- (i) any master lease affecting the Sumter Premises;
 - (ii) any grant, sale, transfer or other conveyance of all or any portion of or interest in the Sumter Premises unless the deed or other instrument of conveyance expressly states that the grantee or transferee and its heirs, representatives, successors and assigns take subject to the interest of Licensee hereunder;
 - (iii) any mortgage, lien or other encumbrance of all or any portion of the Sumter Premises unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subject to the interest of Licensee hereunder (Licensee, however, acknowledges and agrees to the existence of a certain lien on the net revenues of the Sumter Premises (as opposed to a lien on the Sumter Premises itself)) as contemplated in City's bonding ordinance); or
 - (iv) any other act or omission affecting the Sumter Premises which would diminish or otherwise adversely affect Licensee's interest pursuant to the Option granted herein.

The Purchase Option shall be subject to (1) the rights granted to third parties, their successors and assigns as provided in that certain Joint Use Agreement dated December 1, 1981 and any amendments thereto (the "Joint Use Agreement"), which is incorporated herein by specific reference thereto; (2) the exclusive parking rights in the Sumter Premises granted to the Marriot Hotel (for avoidance of doubt the owners or lessees of the building adjacent to the Project) pursuant to the Joint Use Agreement; (3) the private owner's ownership interest in the first floor of the Sumter Premises and (4) City being in compliance with Section 7.10 of the General Bond Ordinance No. 2005-119 enacted by the City Council of the City on November 11, 2005, as may be hereafter supplemented or replaced (the "Bonding Ordinance") at the time of closing. City shall at all times during the Term of this Agreement remain in compliance with such Section 7.10 of the Bonding Ordinance (or any similar section in replacement thereof); provided, that for purposes of such obligation of City, the "Rate Covenant" therein shall be calculated without including the Net Revenues arising from the Sumter Premises.

14. **Right of First Refusal.** In the event that City receives within thirty (30) years of the Effective Date a bonafide offer from a third party to purchase the Sumter Premises (a "Purchase Offer"), the City shall promptly provide such Purchase Offer to Licensee. In such case, Licensee shall have the first right to purchase the Sumter Premises upon the terms contained in the Purchase Offer (the "Offer Terms") (it being understood that Licensee shall be deemed to have declined to so purchase the Sumter Premises if it does not accept such offer within 20 business days of the date such Purchase Offer is delivered to Licensee). In the event Licensee shall decline to so purchase the Sumter Premises, City may sell the Sumter Premises solely to the purchaser, and upon the terms, set forth in the Purchase Offer delivered to Licensee; provided that Licensee shall have the right within such 20 business day period to exercise the Purchase Option set forth in Section 13. In the event City fails to close on such sale within 90 days of the date the Purchase Offer was delivered to Licensee, Licensee shall continue to have a right of first refusal to purchase the Sumter Premises upon the terms set forth in this Section 14. The rights granted in this Section 14 do not extend to or include any portions of the first floor of the Sumter Premises which are not owned by City or the basement of the Sumter Premises. The rights granted in this Section 14 shall be subject to (1) the rights granted to third parties, their successors and assigns as provided in the Joint Use Agreement; (2) the exclusive parking rights in the Sumter Premises granted to the Marriot Hotel (for avoidance of doubt the owners or lessees of the building adjacent to the Project) pursuant to the Joint Use Agreement; and (3) the private owner's ownership interest in the first floor of the Sumter Premises.

15. **Miscellaneous.**

- (a) Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand,

overnight mail, facsimile transmission or mail (with postage prepaid), to the following addresses:

In the case of Licensee:

Core Campus Investment Partners LLC
2234 W. North Ave.
Chicago, Illinois 60647
Attn: Marc Lifshin
FAX: (773) 227-5350

and

Core Campus Investment Partners LLC
540 W. Madison, Suite 2500
Chicago, Illinois 60661
Attention: David B. Nelson
FAX: (312) 526-5761

with a copy to:

Roberts McGivney Zagotta LLC
55 W. Monroe Street, Suite 1700
Chicago, IL 60603
Attention: Michael S. Roberts
FAX: (312) 878-5201

In the case of City:

City of Columbia
1737 Main Street
Columbia, SC 29201
Attention: City Manager

w/ copy to:

City of Columbia
Office of City Attorney
P.O. Box 667
Columbia, SC 29202

or to such other addresses or facsimile numbers as may be specified by like notice to the other Party. Any notice involving non-performance, termination or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, via certified mail,

return receipt requested. All other notices may also be sent by facsimile, confirmed by first class mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or similar electronic transmission method with confirmation of successful transmission; one working day after it is sent, if sent by recognized overnight courier; and three days after it is postmarked, if mailed first class mail or certified mail, return receipt requested, with postage prepaid.

- (b) This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. This Agreement may be executed by facsimile signature or electronic media (including PDF) and each Party may fully rely upon such execution. This Agreement shall be fully enforceable against a Party which has executed this Agreement by facsimile or electronic media (including PDF).
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- (d) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.
- (e) This Agreement and the exhibits and schedules referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties any rights or remedies hereunder.
- (f) If any terms or other provision of this Agreement or the schedules or exhibits hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

- (g) The Parties shall execute such additional agreements between the Parties and/or their respective Affiliates as may be reasonably necessary to effectuate the intent of this Agreement.
- (h) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including any purchaser of the Sumter Premises (subject to Licensee's rights hereunder). The rights of Licensee and the obligations of City shall run with the land during the Term of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
- (i) This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties.
- (j) No failure or delay on the part of either Party in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
- (k) Either Party may record a memorandum of this Agreement provided that the economic terms herein are not disclosed in such memorandum. Without limiting the foregoing, City may attach this Agreement to the City Council agenda for public review.
- (l) Ambiguities in this Agreement, if any, shall not be construed against the Licensee or the City.
- (m) This Agreement is expressly contingent upon Columbia City Council's approval authorizing this Agreement to be executed by the Columbia City Manager. Such approval is in Columbia City Council's sole and exclusive discretion.
- ~~(n)~~ Licensee acknowledges that this Agreement is a public document and is subject to public release as required by the South Carolina Freedom of Information Act.

[Signature page follows]

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

LICENSEE:

CORE CAMPUS INVESTMENT PARTNERS LLC

By: _____

Name: _____

Title: _____

CITY:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

Exhibit A

Order of Special Exception

Board of Zoning Appeals)
)
 City of Columbia) ORDER
 ON A SPECIAL EXCEPTION

Date Heard: August 14, 2012

Property: 09014-08-01 (1426 Main Street)

Zoning District: C-5 / DD (Central Business District/ Design Development
 Overlay District)

Applicant: Core Campus, LLC, Tom Harrington

Other Parties in Interest: None.

The City of Columbia Board of Zoning Appeals held a public hearing on August 14, 2012 to consider the special exception request of Core Campus, LLC, Tom Harrington, Applicant, pursuant to City of Columbia Code of Ordinances Section 17-321 (3), to exceed the maximum density of 150 bedrooms per acre for a private dormitory.

After consideration of the evidence and arguments presented, the Board decides as follows:

Findings of Fact:

Notice of the public hearing for this case was posted on the property, as well as notice was published in a newspaper of general circulation within the city no less than fifteen (15) days prior to this hearing.

The Applicant, Core Campus, LLC, Tom Harrington, is requesting a special exception to exceed the maximum density of 150 bedrooms per acre in a C-5 district to establish a private dormitory. The Applicant states that the Palmetto Center, 1426 Main Street, Columbia, SC, will be converted from office space to an 851 bed, 258 unit private dormitory. The Applicant proposes to provide 88 parking spaces and 215 bicycle spaces within the attached secure indoor basement owned by the building; the remaining 338 spaces will be located within the City of Columbia Sumter Street Garage on levels 3A and above. The application for special exception shall include an operation and management plan, which must include at least the following:

- Use and activity that will occur in conjunction with the dormitory use;
- Hours of operation of non-residential services;
- Security plan including provisions for common and parking areas;
- Noise control;
- Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
- Location of entrances and exits;

- Location and management of parking for residents and visitors;
- Location of amenities and their relationship and compatibility with adjacent uses.

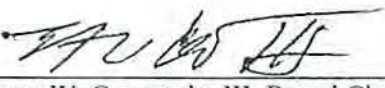
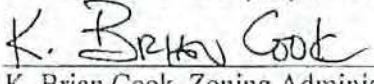
Conclusions of Law:

Pursuant to the Standard of Review in granting a special exception Section 17-112, we have heard the testimony and reviewed the Applicant's request for a special exception and find that all standards to establish a private dormitory with a density of more than 150 bedrooms per acre have been met. The proposed use, when operated in conformance with the application, submitted operation and management plan, and parking agreement would not negatively impact traffic circulation, vehicle or pedestrian safety. The private dormitory will have no greater impact on noise, lights, fumes, or obstruction of air flow on adjoining properties. In addition, we find that a private dormitory will not negatively impact the aesthetic character of the environs. The orientation and spaces of improvements will not change.

Therefore, based on all of the foregoing, the Applicant's request for a Special Exception to exceed the maximum density of 150 bedrooms per acre in a C-5 district to establish a private dormitory, as described above, is hereby **APPROVED, with the following conditions:**

- Construction, operation and/or use shall be in substantial compliance with the documents placed on file in conjunction with this case;
- The Applicant must provide an executed lease for the required off-street automobile and bicycle parking prior to the issuance of any permits.

AND IT IS SO ORDERED!

	9/5/12
Ernest W. Cromartie, III, Board Chairman	Date
	9/5/12
K. Brian Cook, Zoning Administrator	Date

Date Mailed to Applicant
and Other Parties of Interest:

9/5/12

12-29 SE

**NOTICE OF APPEAL TO CIRCUIT COURT MUST BE FILED WITHIN
THIRTY (30) DAYS AFTER THE DATE THIS ORDER WAS MAILED**

Exhibit B

Zoning Administrator Letter



We Are Columbia

Planning and Development Services • Zoning Division
1136 Washington Street, Columbia, SC 29201 • Phone: 803-545-3333 • Fax: 803-733-8699

December 18, 2012

Core Campus Investment Partners, LLC
Mr. Tom Harrington
2234 West North Avenue
Chicago, IL 60647

RE: 1426 Main Street (09014-08-01) Columbia, SC
Parking Agreement / Special Exception Conditions

Dear Mr. Harrington:

A special exception was granted by the City of Columbia Board of Zoning Appeals on August 14, 2012 in order to exceed the maximum density of 150 bedrooms per acre for a private dormitory. A condition of that special exception was that the applicant must provide an executed lease for off-street automobile and bicycle parking for the spaces that could not be provide onsite. Testimony was given that 88 parking spaces and 215 bicycle spaces would be provided in the basement of the building at 1426 Main Street owned by the applicant, and the remaining 338 spaces would be located within the City of Columbia Sumter Street Garage on level 3A and above.

I have reviewed the parking agreement of December 18, 2012, between the City of Columbia and Core Campus for the 338 parking spaces on level 3A and above, and it does meet the conditions of the special exception approval.

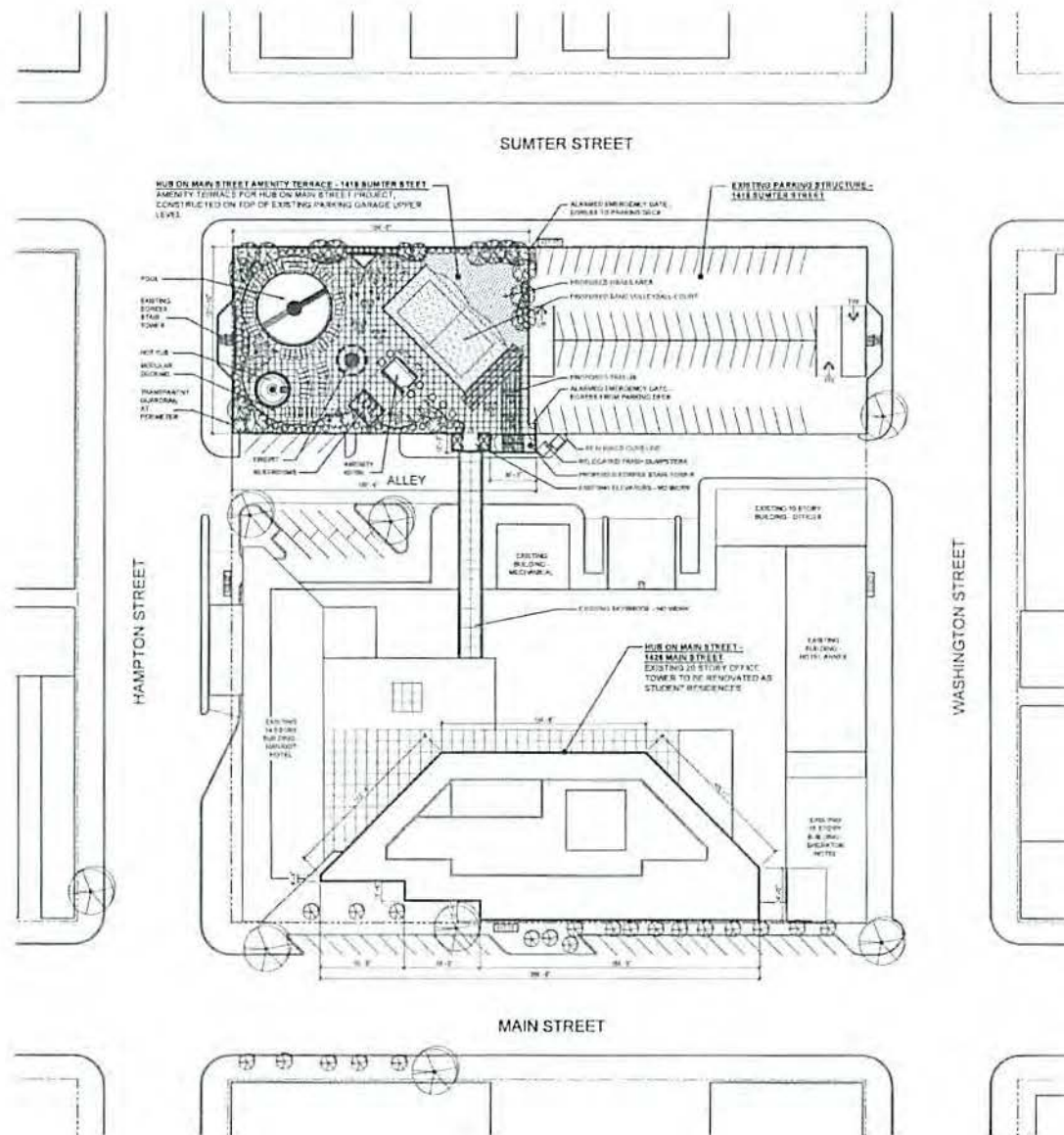
Sincerely,

K. Brian Cook

K. Brian Cook
Zoning Administrator

Exhibit C

Amenity Improvements



HUB ON MAIN STREET
 ADDRESS: 1426 MAIN STREET
 TMS: R09014-08-01
 ZONING: C5-00 (CITY CENTER OVERLAY)
 # OF STORIES: 20-STORIES (EXISTING)
 # OF RESIDENTIAL UNITS: 200 (PROPOSED)

HUB ON MAIN STREET - AMENITY TERRACE
 ADDRESS: 1415 SUMTER STREET
 TMS: R09014-08-09
 ZONING: C5-00 (CITY CENTER OVERLAY)
 # OF STORIES: 7-STORIES (EXISTING)



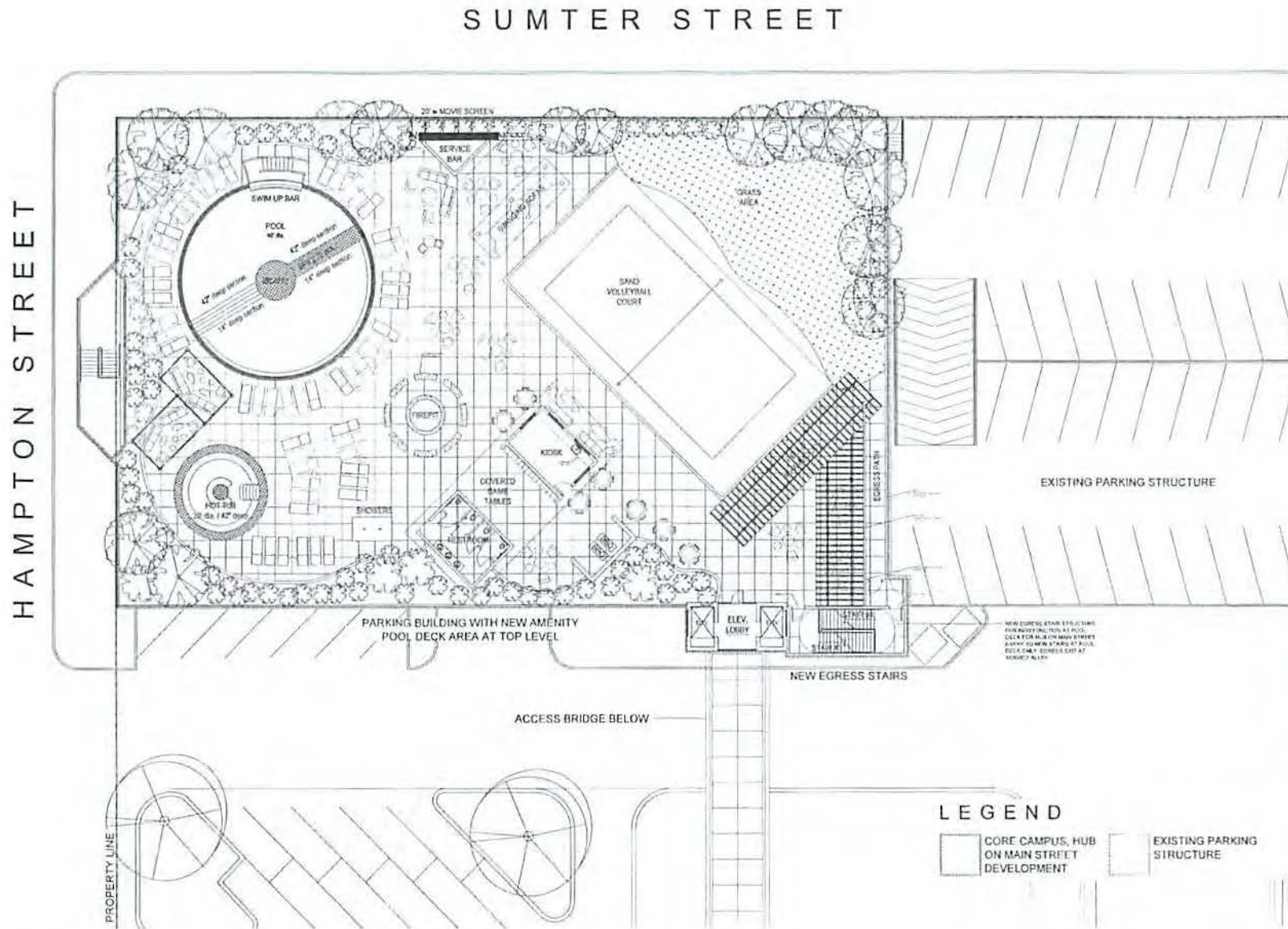
The Hub
 On Main Street
 Columbia, SC

Core Campus
 Developer
 Antunovich Associates
 Architects

December 21, 2012

D/DRC
 Submission
 Package

Site Plan



The Hub
On Main Street
Columbia, SC

Core Campus
Developer
Antunovich Associates
Architects

December 21, 2012

D/DRC
Submission
Package

Garage
Amenity
Terrace



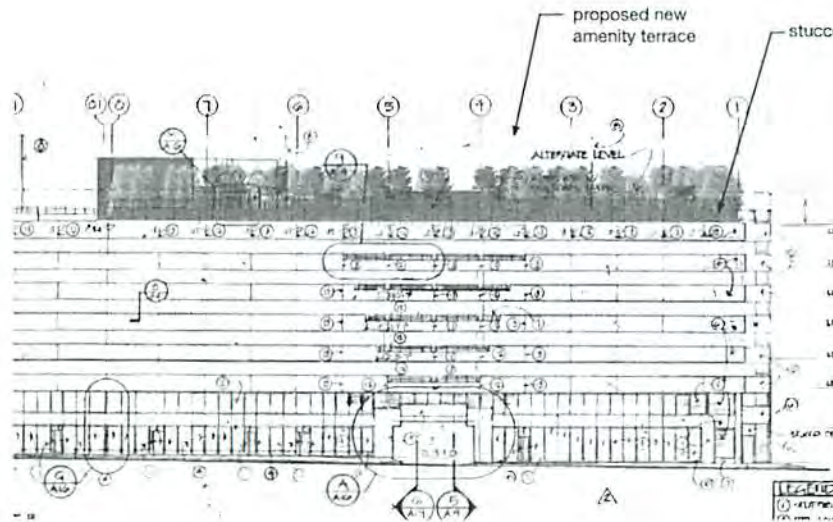
The Hub
On Main Street
Columbia, SC

Core Campus
Developer
Antunovich Associates
Architects

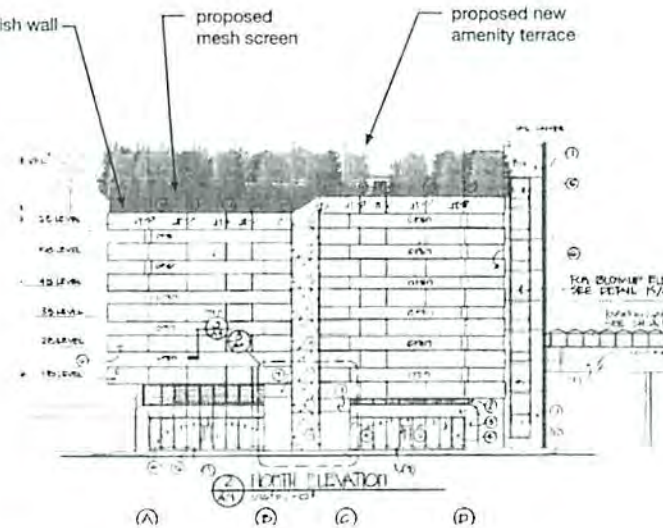
December 21, 2012

D/DRC
Submission
Package

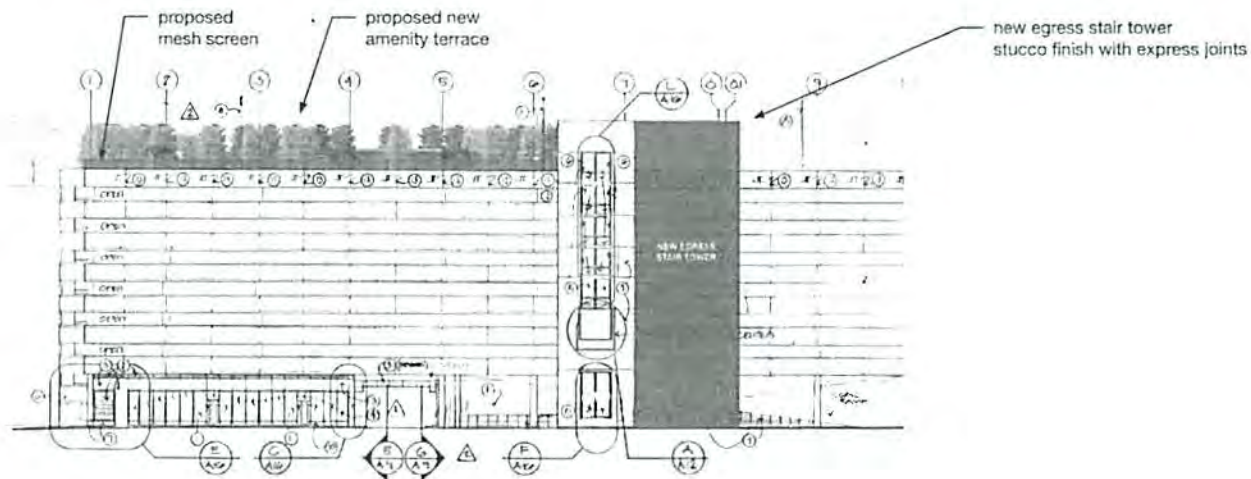
Amenity
Terrace
Elevations



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

[illegible]

ORDINANCE NO.: 2013-035

ORIGINAL
STAMPED IN RED

Authorizing the City Manager to execute an Amendment of License and Memorandum of Lease Agreement between the City of Columbia and Core Campus Columbia I, LLC and City's Consent to an Assignment of Amendment of License and Memorandum of Lease Agreement with regard to the property known as the Sumter Street Parking Garage located at 1400 Sumter Street

BE IT ORDAINED by the Mayor and City Council this 26th day of March, 2013, that the City Manager is authorized to execute the attached Amendment of License and Memorandum of Lease Agreement between the City of Columbia and Core Campus I, LLC and City's Consent to an Assignment of Amendment of License and Memorandum of Lease Agreement with regard to the property known as the Sumter Street Parking Garage located at 1400 Sumter Street.

Requested by:

Mayor Benjamin

MAYOR

Approved by:

Cheresa Wilson

City Manager

Approved as to form:

[Signature]

City Attorney

ATTEST:

Eustace D. Moore

City Clerk

Introduced: 3/19/2013

Final Reading: 3/26/2013

ASSIGNMENT OF LEASE AGREEMENT AND CITY'S CONSENT

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("**Borrower**"), as additional security for the payment and performance of the covenants, agreements and obligations of Borrower arising under that certain Loan Agreement dated as of March 21, 2013, between Borrower, **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent under the Loan Agreement, defined below ("**Administrative Agent**") and Lenders party thereto (said agreement, as amended, restated or modified from time to time, is referred to hereinafter as the "**Loan Agreement**"), and under all of the documents or instruments described in the Loan Agreement as the "**Loan Documents**", hereby grants a security interest in, and sells, transfers, assigns and sets over, to Administrative Agent, its successors and assigns, all of Borrower's title and interest in and to, and Borrower's rights, benefits and privileges under, that certain Lease Agreement between Borrower's predecessor in interest (Core Campus Investment Partners LLC, a Delaware limited liability company) and the City of Columbia, South Carolina, a body politic of the State of South Carolina (the "**City**") dated as of December 19, 2012, as amended by that certain Amendment of License Agreement and Memorandum of Lease dated as of March __, 2013 (said lease, as so amended and as may be further amended, restated or modified from time to time, is referred to hereinafter as the "**Lease Agreement**"), relating to Borrower's leasehold rights to use and occupy certain parking, amenity and support spaces in the Sumter Street Garage located at 1400 Sumter Street, Columbia, South Carolina. A true and correct copy of the Lease Agreement is attached hereto as **Exhibit A** and made a part hereof. In furtherance of the foregoing, Borrower hereby agrees that this Assignment of Lease Agreement and City's Consent (this "**Assignment**") is made upon the following terms and conditions:

1. Borrower shall pay and perform all of Borrower's covenants, agreements and obligations under the Lease Agreement and shall promptly notify Administrative Agent in writing of any default under or termination of the Lease Agreement. Borrower hereby covenants and agrees not to (i) modify, amend or change the Lease Agreement, (ii) terminate or otherwise cancel the Lease Agreement, (iii) take any action or exercise any right or option which would permit any party thereto other than Borrower to terminate or otherwise cancel the Lease Agreement, or (iv) further assign or create any further encumbrance or hypothecation of Borrower's interest in the Lease Agreement, without the prior written consent of Administrative Agent.
2. Upon the occurrence of an "**Event of Default**" by Borrower under and/or as defined in the Loan Agreement or any of the other Loan Documents (as used herein, collectively referred to as an "**Event of Default**"), Administrative Agent may elect, in its sole discretion, to exercise, in the name of Borrower, all of Borrower's rights, benefits and privileges under the Lease Agreement. Administrative Agent shall not be required to give any notice of any such election to Borrower. Borrower hereby covenants and agrees to pay to Administrative Agent promptly upon demand any and all reasonable costs and expenses, including, without limitation, attorneys' fees and expenses, incurred by Administrative Agent in connection with such an election by Administrative Agent to exercise its rights under this Assignment. Furthermore, promptly upon demand by Administrative Agent, Borrower shall take such actions and execute such documents as may be necessary to facilitate Administrative Agent's exercise of rights hereunder.
3. Borrower shall indemnify, defend and hold Administrative Agent and its Affiliates (as defined in the Loan Agreement) (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, obligations, penalties, claims, fines, demands, litigation, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind or nature whatsoever (including,

without limitation, attorneys' fees and expenses) (collectively, "Losses"), consequential or otherwise, which are either directly or indirectly imposed upon, incurred by or asserted or awarded against any Indemnified Party in connection with, arising from or relating to any action or actions taken by Administrative Agent pursuant to Section 2 hereof, other than, with respect to any Indemnified Party, any loss, liability, damage, suit, claim, expense, fee or cost arising solely by reason of such Indemnified Party's willful misconduct or gross negligence.

4. So long as no Event of Default has occurred, Borrower may continue to receive and exercise all of its rights, benefits and privileges under the Lease Agreement, except as herein restricted or as provided otherwise in any Loan Document.

5. Neither this Assignment nor, except as provided in Section 2 hereof, any action or actions on the part of Administrative Agent shall constitute an assumption of any of the covenants, agreements or obligations of Borrower by Administrative Agent under the Lease Agreement and Borrower shall continue to be liable for all such covenants, agreements or obligations. Borrower shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all losses, liabilities, obligations, penalties, claims, fines, demands, litigation, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses), consequential or otherwise, which are either directly or indirectly imposed upon, incurred by or asserted or awarded against any Indemnified Party in connection with, arising from or relating to any failure of Borrower to perform and observe any of such obligations, other than, with respect to any Indemnified Party, any loss, liability, damage, suit, claim, expense, fee or cost arising solely by reason of such Indemnified Party's willful misconduct or gross negligence.

6. Subject to the provisions of Sections 2 and 7 hereof, Administrative Agent shall have the right, at any time (but shall have no obligation), to take in its name or in the name of Borrower or otherwise, such action as Administrative Agent may at any time or from time to time reasonably determine to be necessary to protect the rights of Administrative Agent as the assignee of Borrower hereunder. Except as provided in Section 2 hereof, Administrative Agent shall not incur any liability on account of any action taken by it or on its behalf pursuant to the foregoing sentence or otherwise hereunder, whether or not the same shall prove to be improper, inadequate or invalid, in whole or in part, provided nothing herein shall relieve Administrative Agent of liability for the willful misconduct or gross negligence of Administrative Agent.

7. Upon the full and complete payment and performance of all of the covenants, agreements and obligations of Borrower to Administrative Agent arising under the Loan Agreement and the other Loan Documents, this Assignment shall become null and void.

8. The rights and remedies of Administrative Agent under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Administrative Agent may have under any of the Loan Documents.

9. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of the waiver, amendment, change, modification or discharge is sought.

10. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Administrative Agent and its successors and assigns. Administrative Agent may assign all or any portion of its interest in the Lease Agreement, including without limitation, its rights created hereunder and, in such event, Borrower, at its sole expense, shall promptly execute, acknowledge and

deliver such additional documents, instruments and agreements as may be required by Administrative Agent in connection with any such assignment.

Dated as of the 27 day of March, 2013.

[SIGNATURE PAGE FOLLOWS]

BORROWER:

CORE CAMPUS COLUMBIA I LLC,
a Delaware limited liability company

By: **DRW REAL ESTATE MANAGEMENT I LLC,**
a Delaware limited liability company,
its Manager

By: _____

Name: _____

Its: _____

CITY'S CONSENT

The undersigned (the "City") hereby expressly consents to the above and foregoing Assignment of Parking Lease Agreement (the "Assignment") and hereby represents, warrants, covenants and agrees that:

1. as of the date hereof, the Lease Agreement is in full force and effect and free from default;
2. the undersigned has the requisite power and authority to execute and deliver this Consent in the name of City;
3. the City shall not enter into any amendment or modification of the Lease Agreement with Borrower without the prior written consent of Administrative Agent;
4. the City shall, simultaneously with the giving to Borrower of any notice of breach, default, cancellation or termination under the Lease Agreement, send a copy of such notice to Administrative Agent in accordance with the notice provisions set forth below;
5. Administrative Agent shall have the right, but not the obligation, to cure any such breach or default, and the City agrees to accept a cure of any such breach or default from Administrative Agent, as if said cure had been made by Borrower, and agrees that Lender shall have a reasonable time, after receipt of notice of any such breach or default, but in no event less than the time, if any, which Borrower has to cure the same under the Lease Agreement, to cure any such default, before the undersigned may exercise any of its remedies for that breach or default;
6. the City also agrees to provide Administrative Agent with a copy of all other notices and information which it is required, or which it elects, to provide to Borrower under or pursuant to the Lease Agreement, as and when it provides the same to Borrower.
7. Administrative Agent and its designees, agents and consultants may visit, enter upon, examine and/or inspect the Sumpter Premises (as defined in the Lease Agreement) at any reasonable time.
8. For purposes of this Agreement, all notices, demands or documents required or permitted to be given to either party shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To Administrative Agent: U.S. Bank National Association
 Commercial Real Estate Group
 209 S. LaSalle Street, Suite 210
 Chicago, Illinois 60604
 Attn: Jessica Parks
 Maria DiGiannantonio

To the City: City of Columbia
 1737 Main Street
 Columbia, SC 29201
 Attention: City Manager

With a copy to:

City of Columbia
Office of City Attorney
P.O. Box 667
Columbia, SC 29202

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received or refused.

Dated as of the 27 day of March, 2013.

[SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF COLUMBIA, SOUTH CAROLINA

By: Teresa Wilson
Name: Teresa Wilson
Its: City Manager

EXHIBIT A
LEASE AGREEMENT

[Attached hereto]

This Instrument Prepared By and
Return after Recording to:

Michael S. Roberts
Roberts McGivney Zagotta LLC
55 W. Monroe Street, Suite 1700
Chicago, Illinois 60603

This space reserved for Recorders' use only.

**AMENDMENT OF LICENSE AGREEMENT AND
MEMORANDUM OF LEASE**

THIS AMENDMENT OF LICENSE AGREEMENT AND MEMORANDUM OF LEASE (this "**Amendment and Memorandum**") dated March 26, 2013 is by and between Core Campus Columbia I LLC, a Delaware limited liability company and successor by assignment from Core Campus Investment Partners LLC (together with its successors and assigns, "**Lessee**"), and the City of Columbia, South Carolina, a body politic of the State of South Carolina ("**City**").

RECITALS:

- A. Lessee is the record and title owner of the property located at 1426 Main Street, Columbia, South Carolina ("**Lessee's Property**"), on which Lessee and its Affiliates plan to design, construct and develop a student housing project in excess of 150 bedrooms per acre (the "**Project**").
- B. Core Campus Investment Partners LLC, as Lessee's predecessor in interest, and City have entered into that certain License Agreement (the "**License Agreement**") dated as of December 19, 2012 (the "**Effective Date**") to set forth, among other things, the terms and conditions for the licensing and leasing by City (i) to Core Campus Partners LLC and its successors and assigns the exclusive right to alter, use and occupy certain parking, amenity and support spaces in the Sumter Street Garage located at 1400 Sumter Street, Columbia, South Carolina, which is legally described on **Exhibit A** attached hereto and made a part hereto (the "**Sumter Premises**"), including 82 spaces on the top level as substantially depicted on **Exhibit B** attached hereto and made a part hereto, and (ii) to certain Licensee

Parties (defined in the License Agreement) not less than 338 parking spaces located above Level 3-A of the Sumter Premises and up to 26 motorcycle spaces for use by Lessee and its tenants of the Project.

- C. City and Lessee desire to amend the License Agreement to reflect that for all purposes from and after the Effective Date (i) the License Agreement shall be deemed a lease, (ii) City shall be deemed the landlord thereunder, (iii) Core Campus Investment Partners LLC and its successors and assigns shall be deemed lessees thereunder and (iv) the rights granted therein to Core Campus Investment Partners LLC and its successors and assigns are leasehold interests.
- D. This Amendment and Memorandum also provides notice of the License Agreement, as amended by this Amendment and Memorandum, by recording this Amendment and Memorandum.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in the License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and City hereby agree to and state the following:

1. City and Lessee agree that for all purposes from and after the Effective Date (i) the License Agreement shall be deemed a lease, (ii) City shall be deemed the landlord thereunder, (iii) Core Campus Investment Partners LLC and its successors and assigns shall be deemed lessees thereunder and (iv) the rights granted thereunder to Core Campus Investment Partners LLC and its successors and assigns are leasehold interests.

2. Without limiting the foregoing, City and Lessee agree that Section 1(a) of the License Agreement is amended to delete "City hereby grants to Licensee, and its employees, independent contractors, subcontractors, tenants, customers, invitees, representatives and agents, successors and assigns (collectively, the "Licensee Parties"), a license (the "License) for the right to use and occupy eighty-two (82) parking spaces on the top level of the Sumter Premises" and replace it with "City hereby demises and leases to Lessee, and its employees, independent contractors, subcontractors, tenants, customers, invitees, representatives and agents, successors and assigns (collectively, the "Lessee Parties"), eighty-two (82) parking spaces on the top level of the Sumter Premises (together with each of the other leasehold interests granted by the City to Lessee under the License Agreement, as amended hereby, individually and collectively, the "Leasehold Interest")". For the avoidance of doubt, such Leasehold Interest includes all rights of Lessee under the License Agreement.

3. Without limiting the foregoing, City and Lessee agree that all references in the License Agreement to "License Agreement" are hereby amended to "Lease Agreement"; all references to "Licensee's Property" are hereby amended to "Lessee's Property"; all references to "Licensee" are hereby amended to "Lessee"; all references to "Licensed Area" are hereby amended to "Leased Area"; all references to "License Fee" are hereby amended to "Rent"; all references to "License" are hereby amended to "Leasehold Interest"; and all references to "License Parties" are hereby amended to "Lease Parties".

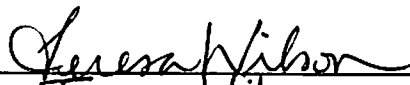
4. City leased to Lessee the exclusive right to lease, alter, use and occupy certain parking, amenity and support spaces in the Sumter Premises and to lease certain parking and motorcycle spaces to Lessee and its tenants for the use by Lessee and the tenants of the Project subject to and in accordance with the terms of the License Agreement, the terms of which are hereby incorporated by reference as though fully set forth herein.

5. Without limiting the terms of the License Agreement, the parties hereby acknowledge that the License Agreement grants to Lessee an exclusive option to purchase the Sumter Premises other than the portions of the first floor and basement of the Sumter Premises not owned by the City (the "Purchase Option") upon the terms and conditions set forth in Section 13 of the License Agreement.

6. Without limiting the terms of the License Agreement, the parties hereby acknowledge that the License Agreement grants to Lessee a first right to purchase the Sumter Premises upon the terms and conditions set forth in Section 14 of the License Agreement.

7. The term of the License Agreement commenced on the Effective Date and terminates on the fifty-five (55) year anniversary of the Effective Date thereunder, unless otherwise provided in the License Agreement, or upon Lessee's exercise of the Purchase Option.

IN WITNESS WHEREOF, Lessee and City have executed this Amendment and Memorandum as of the date first written above.

<u>LESSEE</u> CORE CAMPUS COLUMBIA I LLC, a Delaware limited liability company By: DRW REAL ESTATE MANAGEMENT I LLC, a Delaware limited liability company, its Manager By: _____ Name: _____ Its: _____	<u>CITY</u> CITY OF COLUMBIA, SOUTH CAROLINA By:  Name: <u>Teresa Wilson</u> Its: <u>City Manager</u>
--	--

STATE OF _____)
) SS.
 COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the Manager of CORE CAMPUS COLUMBIA I LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment of License Agreement and Memorandum of Lease, as such Manager, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free voluntary act as such Manager and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

 Notary Public

My Commission Expires:

STATE OF South Carolina)
) SS.
 COUNTY OF Richland)

I, Erika D. Moore, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Teresa Wilson, the City Manager of CITY OF COLUMBIA, SOUTH CAROLINA, a body politic of the State of South Carolina, personally known to me to be the same person whose name is subscribed to the foregoing Amendment of License Agreement and Memorandum of Lease, as such Teresa Wilson, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as a free voluntary act as such Teresa Wilson, City Manager and as the free and voluntary act of said body politic, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of March, 2013.

Erika D. Moore
 Notary Public

My Commission Expires:

April 16, 2012

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

That certain multilevel parking garage (less and excluding store, office and restaurant spaces on the ground floor) located on the property described as follows:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on the western boundary of Sumter Street, in the City of Columbia, County of Richland, State of South Carolina; being shown and designated as Parcel A, 74,224 Sq. Ft on a Boundary Survey prepared for Palmetto Center Associates entitled Palmetto Center, prepared by Cox and Dinkins, Inc., dated July 14, 1980, and recorded in the Office of the Register of Deeds for Richland County on January 8, 1982, in Plat Book Z, at page 1667. Reference is made to said plat for a more complete and accurate description.

LESS AND EXCEPT:

All those, certain three parcels of property and space with improvements thereon situate on the western side of the 1400 block of Sumter Street between Washington and Hampton Streets in the City of Columbia, County of Richland, State of South Carolina, located above a horizontal plane at the elevation of Three Hundred Seven and five tenths feet (307.5') above sea level and below a horizontal plane at the elevation of Three Hundred Twenty-Six and five tenths feet (326.5') above sea level, determined with reference to the bench mark Coast and Goedetic Survey Monument P-2 at the northeast corner of Main and Washington Streets in the City of Columbia on the southwest corner of the Palmetto Building, the elevation of said Monument P-2 being Three Hundred Fourteen and forty-four hundredths (314.44') feet, within and bounded by surfaces formed by projecting vertically upward and downward the boundaries of the parcels of property with dimensions on the surface of the earth are as shown and designated as Areas A, B & C on plat prepared for the City of Columbia by Lott Parrish and Associates, Engineers, dated November 1, 1983, and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z, Page 7564. Reference is made to said plat for surface area meets and bounds.

ALSO LESS AND EXCEPT:

All the land, property and space, situate on the east end of the block bounded by Hampton, Sumter, Washington and Main Streets, in the City of Columbia. County of Richland, State of South Carolina, lying above a horizontal plane at elevation Two Hundred Eighty-seven and Seventy-seven hundredths (287.77') feet above mean sea level and below a horizontal plane at elevation Three Hundred Seven and Five-tenths (307.5') feet above mean sea level, determined with reference to the U. S. Coast and Geodetic Survey Monument P-2, mounted vertically in the southwest corner of the Palmetto Building at the intersection of Washington and Main Streets in the City of Columbia, State of South Carolina (the elevation of said monument being Three Hundred Fourteen and Forty-four, hundredths (314.44') feet above mean sea level) within and bounded by the intersection of said horizontal planes with the following perimetric boundaries:

Commencing, as shown on a Boundary and Basement Overlap Diagram dated August 16, 1982, entitled Palmetto Center Parking Facility, and prepared by Stevens & Wilkinson, Inc. at the southeastern corner of the parcel of land shown on said plat, said corner being at the northwesterly corner of the intersection of Sumter and Washington Streets, and running along

Washington Street a total distance of One Hundred Fifteen feet Three and one-half inches (115'3.5") to a point; thence turning and running in a generally north, northwesterly direction for a distance of One Hundred Nine feet Nine inches (109'9") to a point; thence turning and running in a south, southwesterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction for a distance of Fifty-six feet Four Inches (56' 4") to a point; thence turning and running in an east, northeasterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction a distance of Two Hundred Fifty-two feet Eleven inches (252' 11") to the property line separating said tract from Hampton Street; thence turning and running along Hampton Street in an east, northeasterly direction a total distance of One Hundred Fifteen feet Three and one-half inches (115'3.5") to the southwestern corner of the intersection of Hampton and Sumter Streets; thence turning and running along the property line separating said tract from Sumter Street for a total distance of Four Hundred Nineteen (419') feet to the point of commencement, be all measurements a little more or less.

EXHIBIT B
AMENITY SPACES



The Hub
On Main Street
Columbia, SC

Core Campus
Developer
Antunovich Associates
Architects

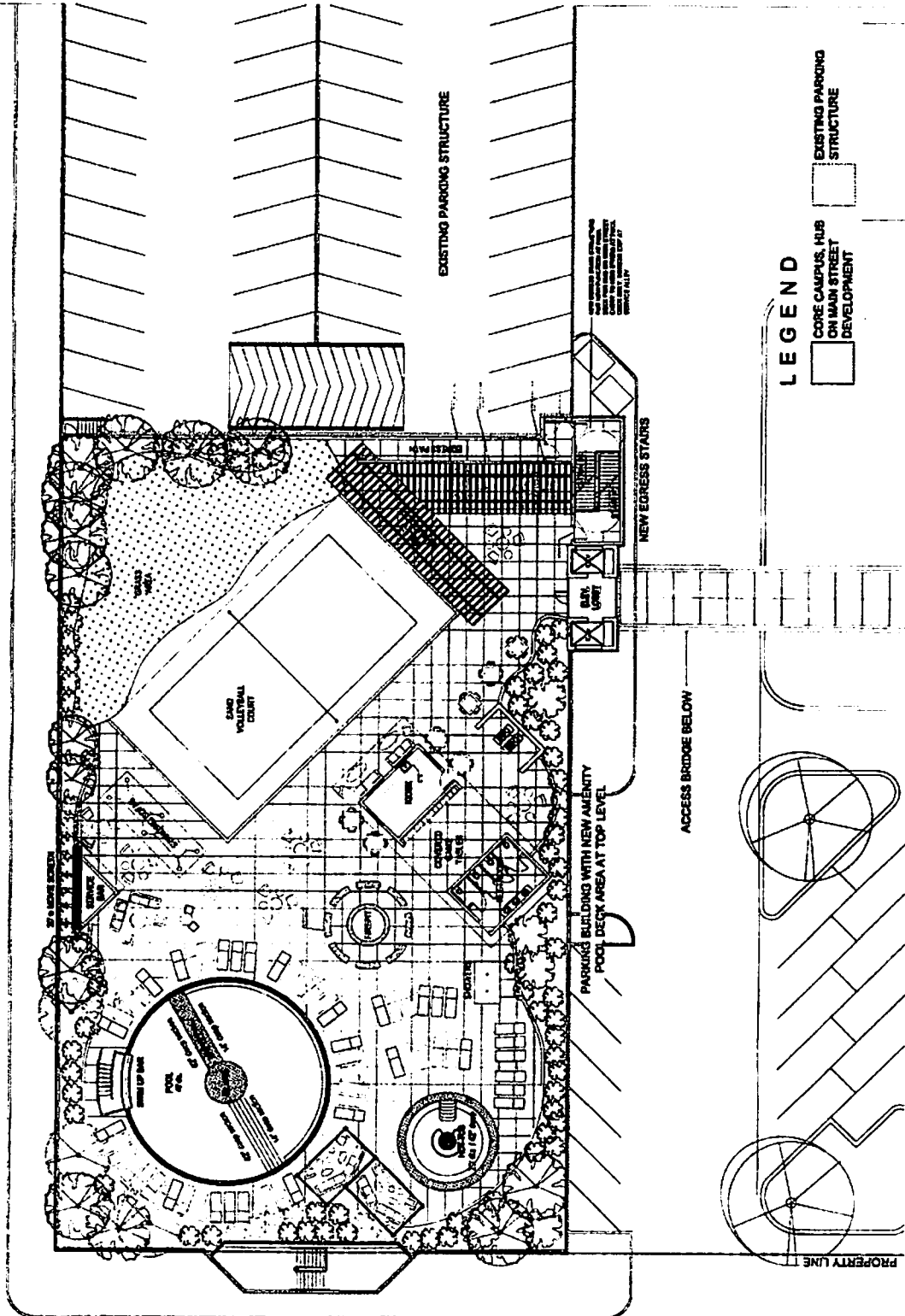
December 21, 2012

D/DRC
Submission
Package

Garage
Amenity
Terrace

SUMTER STREET

HAMPTON STREET



LEGEND

- Core Campus, Hub On Main Street Development
- Existing Parking Structure



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-037 - Approval for Release and Abandonment of a Portion of an Existing City of Columbia Sanitary Sewer Easement for CIP Project #SS757 and CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project); 4519 Bellefield Lane; Richland County TMS#13914-01-15; CF#250-83B and CF#250-378

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-037 - rel and aband sewer easements for SS7261__4519 Bellefield Ln__Scott (003).doc (PDF)
- **#b:** Tax map and ownership information__4519 Bellefield Ln (PDF)

RESOLUTION NO.: 2022-037

Approval for Release and Abandonment of a Portion of an Existing City of Columbia Sanitary Sewer Easement for CIP Project #SS757 and CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project); 4519 Bellefield Lane; Richland County TMS#13914-01-15; CF#250-83B and CF#250-378

WHEREAS, the City of Columbia obtained a sanitary sewer easement for CIP Project #SS757 along the subject property from Jane W. Francis, dated July 19, 1999 and recorded on July 22, 1999 in the office of the Register of Deeds for Richland County in Record Bk. R328 at Page 1948; and

WHEREAS, on the construction plans for CIP Project# SS7261 the new sanitary sewer main was designed to be constructed in another location on the subject property and a new permanent sewer easement was obtained from Kevin Benjamin Jett and Lightsey Laffitte Jett, dated October 20, 2016 and recorded on November 9, 2016 in the office of the Register of Deeds for Richland County in Record Bk. R2163 at Page 2615; and

WHEREAS, a request has been made for release and abandonment of a portion of the original sewer easement granted to the City on the subject property for CIP Project #SS757 that is no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, and the granting of a sewer easement to the City of Columbia, the receipt of which are hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases and forever quitclaims unto **Dustin Charles Scott and Sarah Riley Scott**, their heirs, personal representatives, successors and assigns, that portion of the City of Columbia's existing permanent sewer easement along the subject property, being more clearly shown on drawings for CIP Project #SS7261, dated March 23, 2022, sheet 1 of 1, and being attached hereto and made a part hereof as Exhibit "A".

Said drawing also being on file in the Department of Engineering under file reference #250-378.

Requested by:

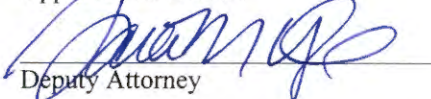
ACM Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy Attorney

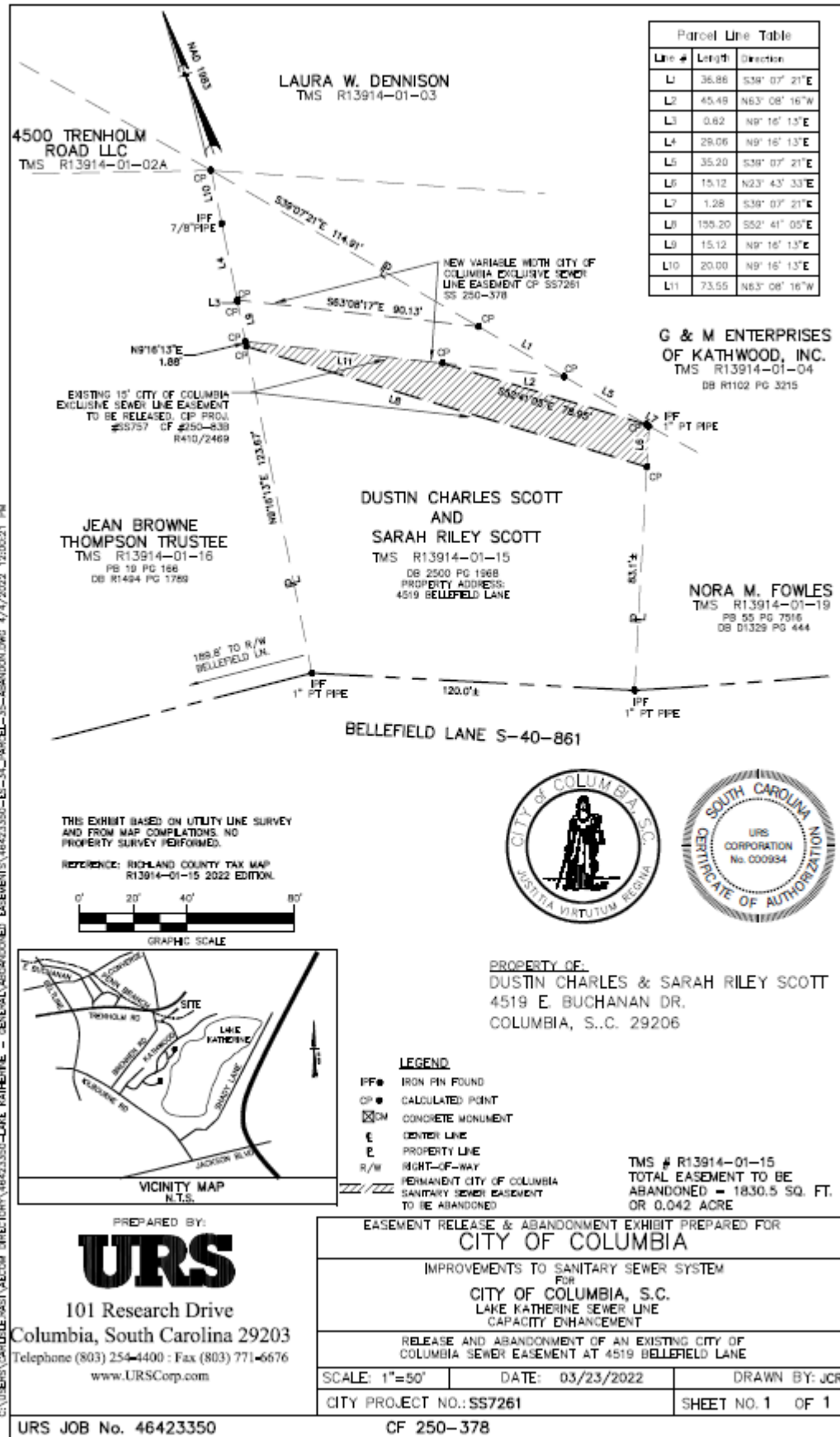
ATTEST:

City Clerk

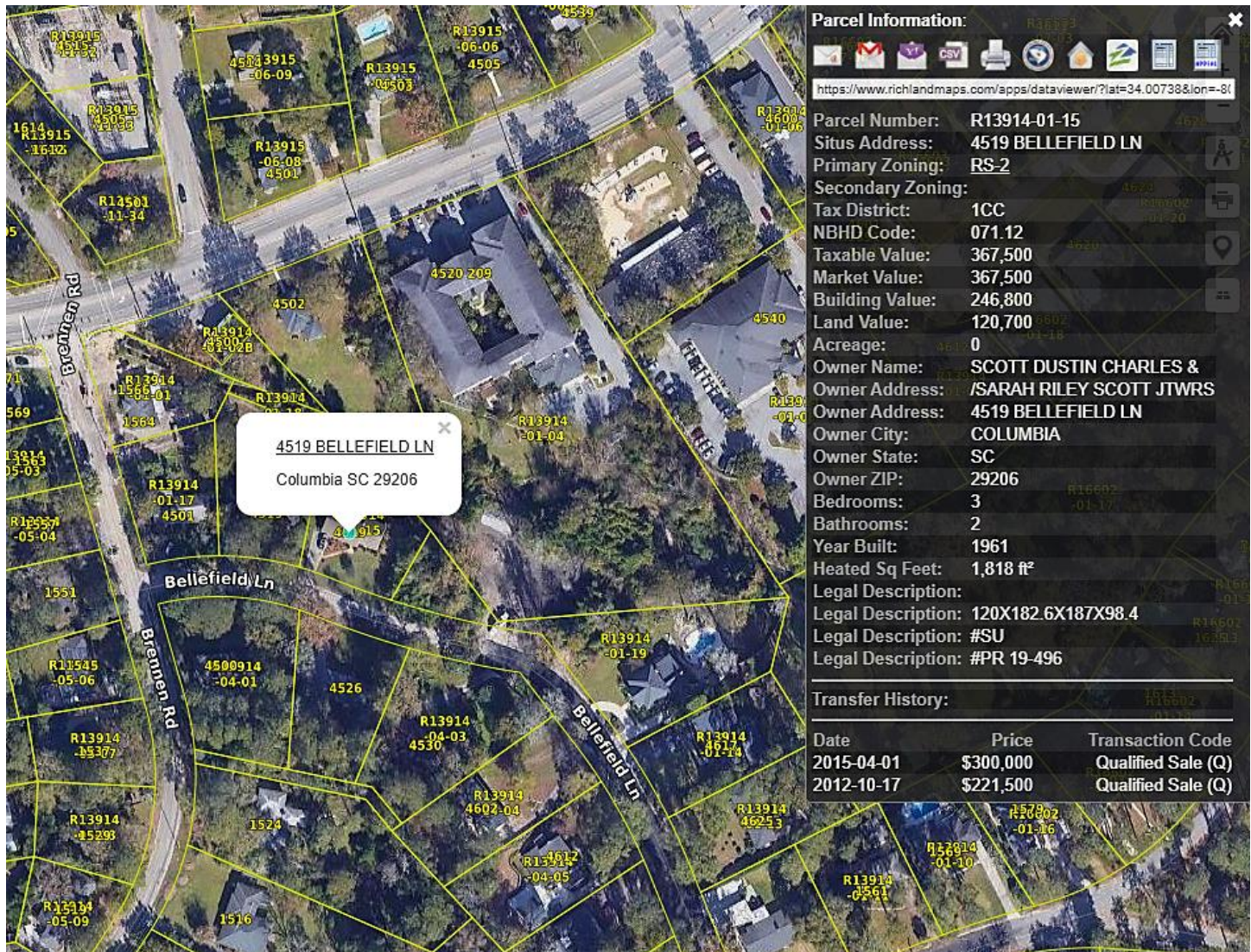
Introduced:

Final Reading:

EXHIBIT "A"



RE: TMS#13914-01-15 N/F DUSTIN CHARLES SCOTT & SARAH RILEY SCOTT





We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-038 - Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-038 - 2nd Amendment of License Agreement (Core Campus I, LLC) (PDF)
- **#b:** Core Campus Amend (PDF)

RESOLUTION NO.: R-2022-038

Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core Campus I, LLC and the City of Columbia

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of ____, 2022 that the City Manager is hereby authorized to execute the attached Second Amendment of License Agreement and Memorandum of Lease, or on a form approved by the City Attorney, between Core Campus Columbia I, LLC, and the City of Columbia.

Requested by:

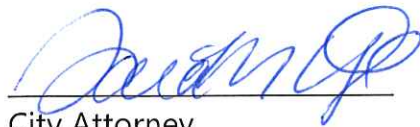
Missy Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

This Instrument Prepared By and
Return after Recording to:

Michael S. Roberts
Roberts McGivney Zagotta LLC
55 W. Monroe Street, Suite 1700
Chicago, Illinois 60603

This space reserved for Recorders' use only.

**SECOND AMENDMENT OF LICENSE AGREEMENT AND
MEMORANDUM OF LEASE**

**THIS SECOND AMENDMENT OF LICENSE AGREEMENT AND
MEMORANDUM OF LEASE** (this "Amendment and Memorandum") dated _____, 2022
is made by and among Core Campus Columbia I LLC, a Delaware limited liability company and
successor by assignment from Core Campus Investment Partners LLC ("Former Lessee"),
_____, a Delaware limited liability company ("Lessee") and the City of Columbia,
South Carolina, a body politic of the State of South Carolina ("City").

RECITALS:

- A. Core Campus Investment Partners LLC, as Former Lessee's predecessor in interest, and City have entered into that certain License Agreement dated as of December 19, 2012, as amended by that Amendment of License Agreement and Memorandum of Lease by and between Former Lessee and City dated as of March 26, 2013 and recorded in Book 1848, Page 3552 in the Official Public Records of Richland County, South Carolina (collectively, the "License Agreement") to set forth, among other things, the terms and conditions for the licensing and leasing by City for the exclusive right to alter, use and occupy certain parking, amenity and support spaces in the Sumter Street Garage located at 1400 Sumter Street, Columbia, South Carolina, which is legally described on Exhibit A attached hereto and made a part hereto (the "Sumter Premises").
- B. Former Lessee has heretofore conveyed to Lessee its interests in (i) that certain property located at 1426 Main Street, Columbia, South Carolina ("Lessee's Property"), on which Lessee operates a student housing project in excess of 150 bedrooms per acre (the "Project") pursuant to that certain Limited Warranty Deed dated _____, 2022 and recorded in Book ___, Page ___ in in the Official Public

Records of Richland County, South Carolina (the "Deed"), and (ii) the License Agreement pursuant to an unrecorded assignment and assumption agreement of even date with the Deed.

- C. City, Former Lessee and Lessee desire to commemorate the foregoing transfer of interests in the License Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Former Lessee, Lessee and City hereby agree to and state the following:

1. City, Former Lessee, and Lessee agree that for all purposes from and after the effective date of the Deed (i) Lessee shall be deemed the lessee under the License Agreement, and (ii) Former Lessee shall be relieved of any liabilities or obligations arising under the License Agreement thereafter.

2. Except as amended herein, all terms of the License Agreement shall remain in full force and effect. This Amendment and Memorandum may be signed in any number of counterparts. Upon delivery to each of the parties hereto, each of the counterparts shall be deemed an original and all of which counterparts together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Former Lessee, Lessee and City have executed this Amendment and Memorandum as of the date first written above.

FORMER LESSEE

CORE CAMPUS COLUMBIA I LLC,
a Delaware limited liability company

By: DRW Real Estate Management I LLC, a
Delaware limited liability company, its
Manager

By: _____

Name: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____, of DRW Real Estate Management I LLC, a Delaware limited liability company, the Manager of CORE CAMPUS COLUMBIA I LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Second Amendment of License Agreement and Memorandum of Lease, as such _____, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free voluntary act as such _____ and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

My Commission Expires:

[Signatures Continue on Following Page]

LESSEE

_____,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____, the
of _____, a Delaware limited liability company, personally known to me to be
the same person whose name is subscribed to the foregoing Second Amendment of License
Agreement and Memorandum of Lease, as such _____, appeared before me this day in
person, and acknowledged that he signed, sealed and delivered the said instrument as a free
voluntary act as such _____ and as the free and voluntary act of said limited liability
company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

My Commission Expires:

[Signatures Continue on Following Page]

APPROVED AS TO FORM

CITY


 Legal Department City of Columbia, S.C.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

STATE OF _____)

) SS.

COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of CITY OF COLUMBIA, SOUTH CAROLINA, a body politic of the State of South Carolina, personally known to me to be the same person whose name is subscribed to the foregoing Amendment of License Agreement and Memorandum of Lease, as such _____, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as a free voluntary act as such _____ and as the free and voluntary act of said body politic, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

 Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

That certain multilevel parking garage (less and excluding store, office and restaurant spaces on the ground floor) located on the property described as follows:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on the western boundary of Sumter Street, in the City of Columbia, County of Richland, State of South Carolina; being shown and designated as Parcel A, 74,224 Sq. Ft on a Boundary Survey prepared for Palmetto Center Associates entitled Palmetto Center, prepared by Cox and Dinkins, Inc., dated July 14, 1980, and recorded in the Office of the Register of Deeds for Richland County on January 8, 1982, in Plat Book Z, at page 1667. Reference is made to said plat for a more complete and accurate description.

LESS AND EXCEPT:

All those, certain three parcels of property and space with improvements thereon situate on the western side of the 1400 block of Sumter Street between Washington and Hampton Streets in the City of Columbia, County of Richland, State of South Carolina, located above a horizontal plane at the elevation of Three Hundred Seven and five tenths feet (307.5') above sea level and below a horizontal plane at the elevation of Three Hundred Twenty-Six and five tenths feet (326.5') above sea level, determined with reference to the bench mark Coast and Geodetic Survey Monument P-2 at the northeast corner of Main and Washington Streets in the City of Columbia on the southwest corner of the Palmetto Building, the elevation of said Monument P-2 being Three Hundred Fourteen and forty-four hundredths (314.44') feet, within and bounded by surfaces formed by projecting vertically upward and downward the boundaries of the parcels of property with dimensions on the surface of the earth are as shown and designated as Areas A, B & C on plat prepared for the City of Columbia by Lott Parrish and Associates, Engineers, dated November 1, 1983, and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z, Page 7564. Reference is made to said plat for surface area meets and bounds.

ALSO LESS AND EXCEPT:

All the land, property and space, situate on the east end of the block bounded by Hampton, Sumter, Washington and Main Streets, in the City of Columbia, County of Richland, State of South Carolina, lying above a horizontal plane at elevation Two Hundred Eighty-seven and Seventy-seven hundredths (287.77') feet above mean sea level and below a horizontal plane at elevation Three Hundred Seven and Five-tenths (307.5') feet above mean sea level, determined with reference to the U. S. Coast and Geodetic Survey Monument P-2, mounted vertically in the southwest corner of the Palmetto Building at the intersection of Washington and Main Streets in the City of Columbia, State of South Carolina (the elevation of said monument being Three Hundred Fourteen and Forty-four, hundredths (314.44') feet above mean sea level) within and bounded by the intersection of said horizontal planes with the following perimetric boundaries:

Commencing, as shown on a Boundary and Basement Overlap Diagram dated August 16, 1982, entitled Palmetto Center Parking Facility, and prepared by Stevens & Wilkinson, Inc. at the southeastern corner of the parcel of land shown on said plat, said corner being at the northwesterly corner of the intersection of Sumter and Washington Streets, and running along

Washington Street a total distance of One Hundred Fifteen feet Three and one-half inches (115'3.5") to a point; thence turning and running in a generally north, northwesterly direction for a distance of One Hundred Nine feet Nine inches (109'9") to a point; thence turning and running in a south, southwesterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction for a distance of Fifty-six feet Four Inches (56' 4") to a point; thence turning and running in an east, northeasterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction a distance of Two Hundred Fifty-two feet Eleven inches (252' 11") to the property line separating said tract from Hampton Street; thence turning and running along Hampton Street in an east, northeasterly direction a total distance of One Hundred Fifteen feet Three and one-half inches (115'3.5") to the southwestern corner of the intersection of Hampton and Sumter Streets; thence turning and running along the property line separating said tract from Sumter Street for a total distance of Four Hundred Nineteen (419') feet to the point of commencement, be all measurements a little more or less.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-033 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, and the eastern half block of the 1100 block of Washington Street on August 27, 2022 with a rain date contingency of September 3, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Planning Together

ATTACHMENTS:

- **#a:** R-2022-033 Main Street Latin Festival (Aug 27) (PDF)
- **#b:** Resolution Request Packet (PDF)

RESOLUTION NO.: R-2022-033

Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, and the eastern half block of the 1100 block of Washington Street on August 27, 2022 with a rain date contingency of September 3, 2022

WHEREAS, Main Street Latin Festival 501c3 ("Sponsor") is sponsoring the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m. on Saturday, August 27, 2022, with a rain date contingency of Saturday, September 3, 2022; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1300 and 1400 blocks of Main Street; and the western half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 6:00 p.m. Friday, August 26, 2022 until 3:00 a.m. Sunday, August 28, 2022, for set up, clean up, and staging of the event to be held on August 27, 2022, with a rain date contingency of Saturday, September 3, 2022, in the 1300 and 1400 blocks of Main Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 9:30 p.m. on Saturday, August 27, 2022, with a rain date contingency of Saturday, September 3, 2022; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1300 and 1400 blocks of Main Street between Hampton Street and Lady Street and 1100 block of Washington Street between Assembly Street and Main Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, August 27, 2022 from 11:00 a.m. to 10:00 p.m. *See Resolution No. 2021-099 (Sept. 7, 2021).*
2. Organizer shall establish a boundary line around the event space within the 1300 and 1400 blocks of Main Street between Hampton Street and Lady Street, 1100 block of Lady Street between Assembly Street and Main Street, 1200 block of Lady Street between Sumpter Street and Main Street and 1100 block of Washington Street between Assembly Street and Main Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 6:00 p.m. on August 26, 2022 until 3:00 a.m. on August 28, 2022.

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 _____, 2022, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 9:30 p.m. on Saturday, August 27, 2022, with a rain date contingency of Saturday, September 3, 2022; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. 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 1300 and 1400 blocks of Main Street; and the western half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage, 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 1300 and 1400 blocks of Main Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, August 27, 2022, that the 1300 and 1400 blocks of Main Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage shall be closed on Saturday, September 3, 2022. 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 Shealy _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST	03/04/22	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Genaro Padilla ggproductions@sc.rr.com mainstreetlatinfestival@gmail.com 803-348-0749	21.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	18,000			
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Main Street Latin Festival			
DATE(S) OF EVENTS: (multiple day can be on one request)	08/27/2022			
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.)	09/03/2022			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1300 & 1400 blocks of Main Street in downtown Columbia, SC between Hampton Street and Lady Street. 1100 block of Lady Street between Assembly Street and Main Street. 1200 block of Lady Street between Sumter Street and Main Street. 1100 block of Washington Street between Assembly Street and Main Street.			
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1300 & 1400 blocks of Main Street in downtown Columbia, SC between Hampton Street and Lady Street. 1100 block of Lady Street between Assembly Street and Main Street. 1200 block of Lady Street between Sumter Street and Main Street. 1100 block of Washington Street between Assembly Street and Main Street.			
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	From 6pm on Friday, August 26, 2022 until 3am on Sunday, August 28, 2022.			
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00am to 10:00pm			
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	11:00am to 9:30pm			

****DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.***

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. **ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
 Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation
 Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
 Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
 Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
 Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021

MAIN STREET LATIN FESTIVAL

Covid-19 Event Safety Plan

The Main Street Latin Festival will require all participants to wear mask at the event in accordance with applicable state laws/ordinance.

We will provide sanitizer stations throughout the event areas for the duration of the event. The MSLF will have a cleaning company keeping up with the portable bathrooms throughout the festival grounds.

The MSLF will encourage the attendees that are not from the same household to stay 6' apart before and during the event.

Visible guidelines signs will be posted at all the vendor tents as well as tape on ground to promote social distancing. There will be plenty of hand wash stations throughout the festival grounds.

Visible guidelines of Covid-19 safety protocols and event specific rules will be posted for attendees to see upon entrance.



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Genaro Padilla/Main Street Latin Festival, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1300 & 1400 blocks of Main Street in downtown Columbia, SC
(Location for Assignment)

for the time period of Friday, August 26, 2022 at 6pm until Sunday, August 28, 2022 at 3am
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

03/04/22

DATE

803-348-0749

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

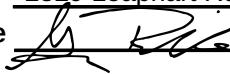
47-3252521

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

CITY OF COLUMBIA
APPLICATION FOR PARADE PERMIT

Print

21.b

Name of Person Seeking Permit Genaro Padilla Date 03/04/22
Address 2829 Leaphart Rd. West Columbia, SC 29169 Phone 803-348-0749
Signature 

Organization Asking for Permit Main Street Latin Festival
Address 2829 Leaphart Rd. West Columbia, SC 29169 Phone 803-348-0749

Name of Parade Chairman Genaro Padilla
Address 2829 Leaphart Rd. West Columbia, SC 29169 Phone 803-348-0749

Date of Proposed Parade Saturday, August 27, 2022 Assembly Time 06:00am
Starting Time 11:00am Termination Time 10:00pm

Parade Route:

Assembly Area: 1300 & 1400 blocks of Main St in downtown Columbia, SC between Hampton St and Lady St
Starting Point: 1300 & 1400 blocks of Main St in downtown Columbia, SC between Hampton St and Lady St
Route: 1300 & 1400 blocks of Main St in downtown Columbia, SC between Hampton St and Lady St

Termination Point: 1300 & 1400 blocks of Main St in downtown Columbia, SC between Hampton St and Lady St

Number Participating in Parade: Persons unknown
Animals (describe) 0
Vehicles (describe) 0

Purpose of Parade Cultural Event

PARADE PERMIT

- ☐ Granted as applied for:
- ☐ Granted as applied for with the following conditions (see attachment):
- ☐ Denied - Reason: _____
- ☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Accommodations Tax Advisory Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

There are currently three vacancies: two in lodging and one in hospitality. Council is also asked to reappoint Sandra Sims, Hal Stevenson, Joelle Ryan-Cook, and Edna Langley.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Climate Protection Action Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

There are currently two vacancies for non-voting members.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Edventure Children's Museum

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council is asked to appoint one council member to serve on the board.

To appoint a council member to serve on the board. Spoke with the current Director & Councilwoman Devine, who once served.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Historic Columbia Foundation

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

There is one vacancy for a citizen appointment and one vacancy for a council member appointment.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Hospitality Tax Advisory Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

There are currently six vacancies: three at-large and three restaurateurs.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Planning Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
There are currently two vacancies.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Task Force to Prevent and End Homelessness

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Council has nominated a slate of appointees, and will formalize these appointments.



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Council is asked to approve the Installation of One Speed Hump on Randolph Street, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

ATTACHMENTS:

- **#a:** Speed Hump Ltr to Anderson_2022 (1) (PDF)
- **#b:** Randolph Speed Hump Map (PDF)



We Stand on the Positive Side of Change

**3516 Randolph Street
Columbia SC 29203**

**(803) 447.3766
bookerwashingtonheights2015@gmail.com**

March 16, 2022

Dear Mr. Anderson:

This letter is provided to inform you that the residents of Booker Washington Heights are in full agreement with the placement of a speed hump on Randolph Street, Columbia SC 29203. Please proceed with the planned installation as soon as possible.

Thank You,

The Booker Washington Heights Neighborhood Organization

**T. E. A. M.
Together Everyone Achieves More**

Randolph St. Proposed Speed Hump





We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Council is asked to approve the Installation of Three Speed Humps on Howell Court, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

ATTACHMENTS:

- **#a:** Howell Street Speed Humps to CC (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

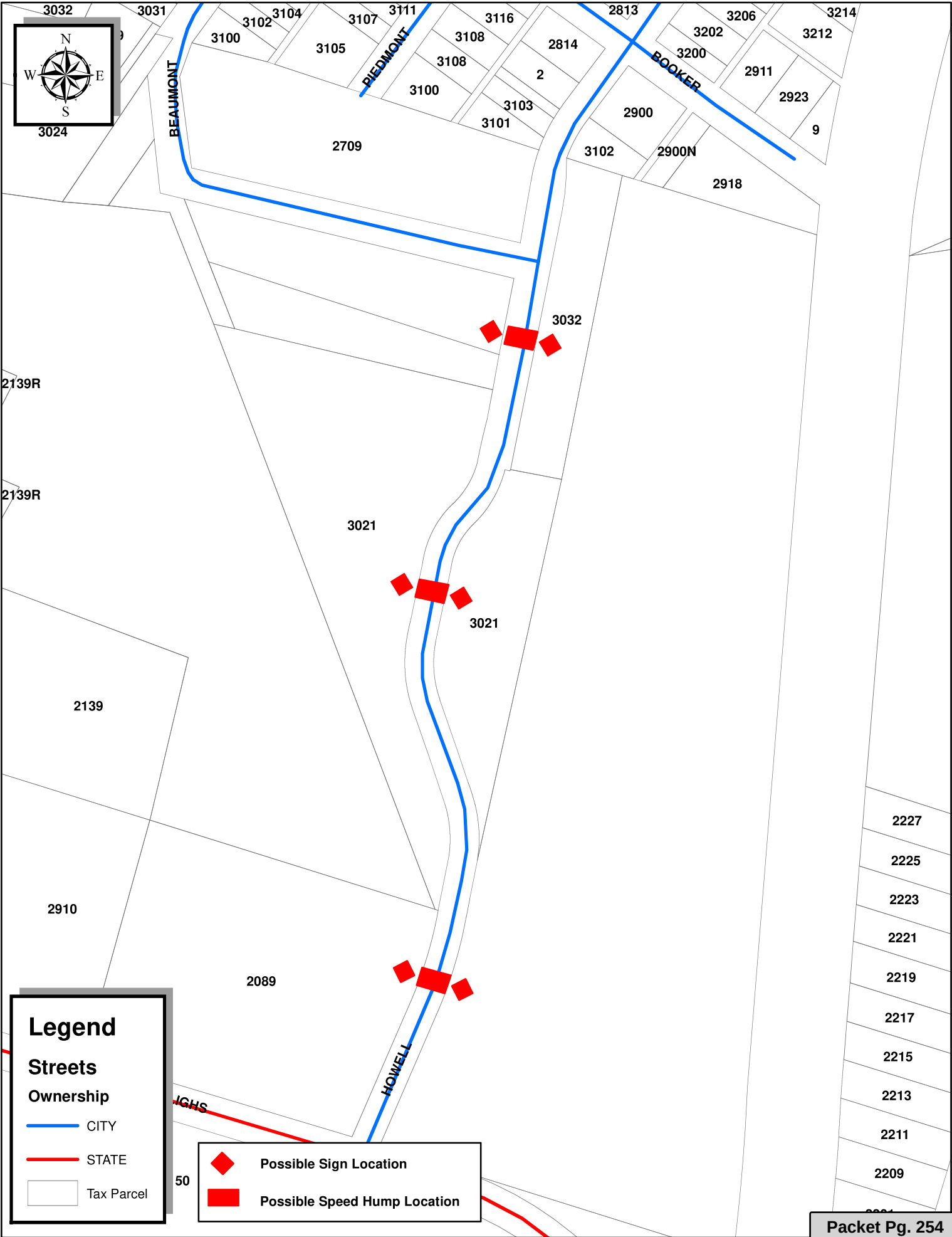
TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, PE
SUBJECT: Traffic Calming – Howell Street
DATE: April 5, 2022

In response to a request from residents of Howell Street, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures.

Howell Street is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review, the residents have requested installation of three speed humps 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 the installation as soon as the work can be scheduled.

Howell St. Speed Hump Map





We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Farrow Road Property



We Are Columbia

MEETING DATE: May 3, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Innovative & High Quality Municipal Services

PURPOSE:
Columbia Police Department
Municipal Court Judges