



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 7, 2019

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, May 7, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

1. Columbia Water Update
 - Columbia Water Successes and Priorities - Mr. Clint Shealy, Assistant City Manager for Columbia Water; Mr. Joey Jaco, Utility Operations Director; and Ms. Dana Higgins, Engineering Director
 - Water and Sewer Rate Study - Mr. Robert Chambers, Black & Veatch
 - Fiscal Year 2019/2020 Water, Sewer, and Stormwater Budget Overview - Ms. Missy Caughman, Budget & Program Management Director

EXECUTIVE SESSION

2. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

*Ban the Box
911 Communications Center*

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

*Finlay Park
Development Incentives*



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 7, 2019

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

*Revenue Options
Soda City
Receptacle Requirements*

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

Capital City Stadium

6. Discussion of the appointment of an employee pursuant to §30-4-70(a)(1)

Municipal Court Judges

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

7. Council is asked to approve the March 19, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 26

8. Council is asked to approve a Memorandum of Understanding between the City of Columbia and the Midlands Junior Golf Foundation for the First Tee of Columbia Chapter at the James E. Clyburn Golf Center, as requested by the Parks and Recreation Department.

9. Council is asked to approve a three-year Contract for Auditing Services ending June 30, 2021, as requested by the Finance Department. Award to Scott and Company, LLC in an amount not to exceed \$141,975.00. This firm is located in Columbia, SC.

Funding Source: Accounting - Audit Costs 1011401-635600 \$70,987.50 and Finance Water Admin - Audit Costs 5511409-635600 \$70,987.50. The original budgeted amount for year one is \$141,975.00.



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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 7, 2019

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10. Council is asked to approve the purchase of Edge in Car Camera Systems for the Police Department, as requested by Fleet Services. Award to COBAN Technologies, using the HGAC Cooperative Contract in the amount of \$112,133.52. This vendor is located in Houston, TX.

Funding Source: Capital Replacement-Auto/Trucks Heavy Equipment-Capital: 6308972-658500. The original budgeted amount is \$112,133.52.

11. Council is asked to approve the purchase of twenty-two (22) Radios and Accessories to outfit vehicles for the Police Department, as requested by Fleet Services. Award to Motorola Inc., using the SC State Contract in the amount of \$122,510.36. This vendor is located in Blythewood, SC.

Funding Source: Capital Replacement-Auto Trucks Heavy Equipment/Capital 6308972-658500. The original budgeted amount is \$122,510.36.

12. Council is asked to approve an Agreement for Pictometry Aerial Image Capture License Services, as requested by the Information Technology Services Department. Award to Pictometry International Corporation as a Sole Source in the amount of \$105,838.25. This firm is located in Rochester, NY.

Funding Source: Information Technology/Geographic Information System: Maintenance & Service Contract, 5511121-638200. The original budgeted amount is \$105,538.25 for FY18/19.

13. Council is asked to approve the purchase of one (1) Ford F-250 Crew Cab Truck and one (1) Ford F-250 Regular Cab Truck for the Parks & Recreation Department, as requested by Fleet Services. Award to Vic Bailey Ford Inc., using the SC State Contract in the amount of \$58,783.00. The vendor is located in Spartanburg, SC.

Funding Source: Capital Replacement-Auto Trucks Hvy Equipment-Capital: 6308972-658500. The original budgeted amount is \$58,783.00.

14. Council is asked to approve the purchase of two (2) F-350 Crew Cab Trucks with an enclosed Canopy for the Street Division, as requested by Fleet Services. Award to Dick Smith Ford, Inc. using the State Contract in the amount of \$94,536.00. The vendor is located in Columbia, SC.

Streets – Water & Sewer Repair; Auto, Trucks, Hvy-Equip-Capital 5513202 – 658500. The original budgeted amount is \$100,000.00.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 7, 2019**

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15. Council is asked to approve the purchase of a Pothole Patcher for the Street Division, as requested by Fleet Services. Award to Carolina International Trucks, Inc. in the amount of \$182,626.38. This vendor is located in Columbia, SC.

Funding Source: Streets - Water & Sewer Repair - Auto, Trucks, Heavy Equipment Capital 5513202-658500. The original budgeted amount was \$182,626.38.

16. Council is asked to approve the purchase of three (3) Refuse Trucks for the Solid Waste Division, as requested by Fleet Services. Award to Dick Smith, Inc. using the SC State Contract in the amount of \$273,654.00. Dick Smith, Inc. is located in Columbia, SC.

Capital Replacement- Auto Trucks Hvy Equipment-Capital: 6308972-658500. The original budgeted amount is \$273,654.00.

17. Council is asked to approve a Construction Change Order# 9 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc., a Local Business Enterprise in the amount of \$115,466.99. This firm is located in Columbia, SC.

Funding Source: 5529999-SS725302-658650 SS7253 Columbia Metro WWTP Anaerobic Digester Rehabilitation Project. The contract price including Construction Change Orders 1 through 8 is \$22,223,679.59. With approval of this Construction Change Order increase for \$115,466.99, the revised awarded contract amount will be \$22,339,146.58.

The original contract has sub-contractor services provided at \$5,860,677.00 (32%) of the contract value. The original budget amount for this change order is \$115,466.99.

18. Council is asked to approve Rebuilding of the Rotating Assembly for a Sharples DS706 Decanter Centrifuge, as requested by Columbia Water. Award to Alfa Laval, Inc., as a Sole Source in the amount of \$127,712.16. This firm is located in Chesapeake, VA.

Funding Source: Utilities Metro Wastewater Plant - Machinery & Equipment- Capital: 5516208-658300. The original budgeted amount is \$127,712.16.

19. Council is asked to approve Contract Amendment 3 for Project SS7362; Smith Branch 01 Sanitary Sewer Engineering Services, as requested by Columbia Water. Award to Weston and Sampson, in the amount of \$201,600.00. This firm is headquartered in Peabody, Massachusetts and has a local office in Columbia, SC.

Funding Source: 5529999-SS736201-658650 - The contract price including amendments 1 and 2 is \$1,548,105.00. With this contract amendment, the revised total is \$1,749,705.00. The original budgeted amount for this amendment is \$201,600.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 7, 2019**

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20. Council is asked to approve project WM4401; Water Line Relocation for US 1 Bridge Replacement along Fontaine Road, as requested by Columbia Water. Award to the South Carolina Department of Transportation in the amount of \$275,474.00.

Funding Source: FY 18/19 CIP WM335519 - The original budget amount is \$275,474.00.

21. Council is asked to approve Contract Amendment #7 for Project SS685401; Engineering Services for Modeling and Evaluating the Sanitary Sewer System Piping and Pump Station to Support the Capacity Assurance Program, as requested by Columbia Water. Award to Hazen and Sawyer, in an amount not to exceed \$277,300.40. This firm is located in New York, NY with a local office in Columbia, SC.

Funding Source: for FY18-19 5529999-SS728801-658650. The contract price including Amendments 1 through 6 is \$ 2,749,452.00. With Amendment 7, the revised contract price will be \$ 3,026,752.40. The original budget amount for this Amendment is \$277,300.40.

22. Ordinance No.: 2019-020 Granting an encroachment to Vincent J. Degenhart and Denice Degenhart for the use of the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street, Richland County TMS #11311-03-08 for installation and maintenance of a masonry wall and aluminum gates

First reading approval was given on April 2, 2019.

23. Ordinance No.: 2019-023 - Annexing 120 Sparkleberry Crossing Road, Richland County TMS# 25705-07-29

Council District: 4

Proposal: Annex, assign interim land use classification of Regional Activity Center (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Sparkleberry Crossing Retail, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve

PC Recommendation: 03/04/19: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0)

First reading approval was given on April 2, 2019.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 7, 2019**

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- 24. Resolution No.: R-2019-037 Authorizing consumption of beer and wine only at the South Carolina State Firefighters Association Fire-Rescue Street Party in the 800 and 900 blocks of Lincoln Street on Friday, June 28, 2019
 - 25. Resolution No.: R-2019-039 Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 20, 2019 with a rain contingency date of October 27, 2019
 - 26. Resolution No.: R-2019-043 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Jazz Concerts on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019

PRESENTATIONS

- 27. Peace Officers Memorial Day Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 28. Drinking Water Week Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 29. National Preservation Month Proclamation -The Honorable Mayor Stephen K. Benjamin
2019 Mabel Payne Historic Preservation Award - Ms. Amy Moore, Principal Planner for the Planning and Development Services Department
 - 30. National Bike Month and Bicycle Safety Month Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 31. Cardinal Newman Varsity Women's Basketball Team Day Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 32. Cardinal Newman Varsity Men's Basketball Team Day Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 33. Midlands Fatherhood Coalition Update - Ms. Eleanor Boyd, MPA, Regional Development Director of the Midlands Fatherhood Coalition
 - 34. Movers to Mom Partnership - The Honorable Edward H. McDowell, Jr.
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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 7, 2019**

RESOLUTIONS

- 35. Resolution No.: R-2019-034 Approving the Honorary naming of the 2000 block of Marion Street between Elmwood Avenue and Calhoun Street "Modjeska Simkins Way"
- 36. Resolution No.: R-2019-040 Approving the Honorary naming of the 900 and 1000 blocks of Pine Street between Senate Street and Stark Street as "Beta Beta Zeta Way"

PUBLIC HEARING

- 37. Fiscal Year 2019-2020 Annual Action Plan for Community Development - Ms. Gloria Saeed, Director of Community Development

ORDINANCES - SECOND READING

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

A public hearing was held on March 19, 2019. First reading approval was given on April 2, 2019.

ORDINANCES - FIRST READING

- 39. Ordinance No.: 2019-025 Providing for the Issuance and Sale of City of Columbia, South Carolina, Special Obligation Bonds or Notes (Hospitality Fee Pledge), Series 2019, in an Aggregate Principal Amount of Not Exceeding \$4,200,000, in order to Finance the Acquisition, Renovation and Equipment of Certain Capital Projects; Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine Certain Matters with Respect to the Bonds or Notes; Prescribing the Form and Details of Such Bonds or Notes; and other matters relating thereto
- 40. Ordinance No.: 2019-027 Amend Sec. 19-35 Receptacle requirements; placement of receptacles



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 7, 2019**

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41. Ordinance No.: 2019-033 Authorizing the City Manager to execute a Twelfth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

RESOLUTIONS

42. Resolution No.: R-2019-020 Authorizing Notice of 2019 Election for Councilmembers from District 2, District 3, and one At-Large Seat
43. Resolution No.: R-2019-026 Authorizing the City Manager to execute a Purchase Agreement between the City of Columbia and Honolulu Rapid Transit Company, Limited now known as HRT Realty, LLC for the purchase of 1601 Assembly Street, Richland County TMS #09014-01-02
44. Resolution No.: R-2019-038 Authorizing Condemnation for Easement Acquisition for Sanitary Sewer and Access along Property Identified 4632 Leila's Court; Richland County TMS#13913-05-19; CIP Project #SS7261; CF#250-378 (Easement 20A of 48)
45. Resolution No.: R-2019-041 Authorizing the Purchase of approximately 11.64 acres on the western side of Gills Creek Parkway at Pelham Drive; Richland County TMS#13712-02-46 from Franklyn D. Owen, III, et al for a Stormwater Utility Site; CF#250-433

APPOINTMENTS

46. Accommodations Tax Advisory Committee
47. Board of Zoning Appeals
48. Citizens Advisory Committee for Community Development
49. Climate Protection Action Committee
50. Food Policy Committee

OTHER MATTERS

51. Five Points Association Clean & Safe Program Funding Request- The Honorable Daniel J. Rickenmann
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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 7, 2019**

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- 52. Black Expo Funding Request - The Honorable Tameika Isaac Devine
 - 53. Proposed Closure of the Vista Recycling Center - Mr. Robert Anderson, Public Works Director

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC



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MEETING DATE: May 7, 2019

DEPARTMENT: Utility Operations

FROM: *Joey Jaco, Director of Utility Operations*

SUBJECT: Columbia Water Update

PURPOSE: Columbia Water Successes and Priorities - Mr. Clint Shealy, Assistant City Manager for Columbia Water; Mr. Joey Jaco, Utility Operations Director; and Ms. Dana Higgins, Engineering Director
Water and Sewer Rate Study - Mr. Robert Chambers, Black & Veatch
Fiscal Year 2019/2020 Water, Sewer, and Stormwater Budget Overview - Ms. Missy Caughman, Budget & Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:

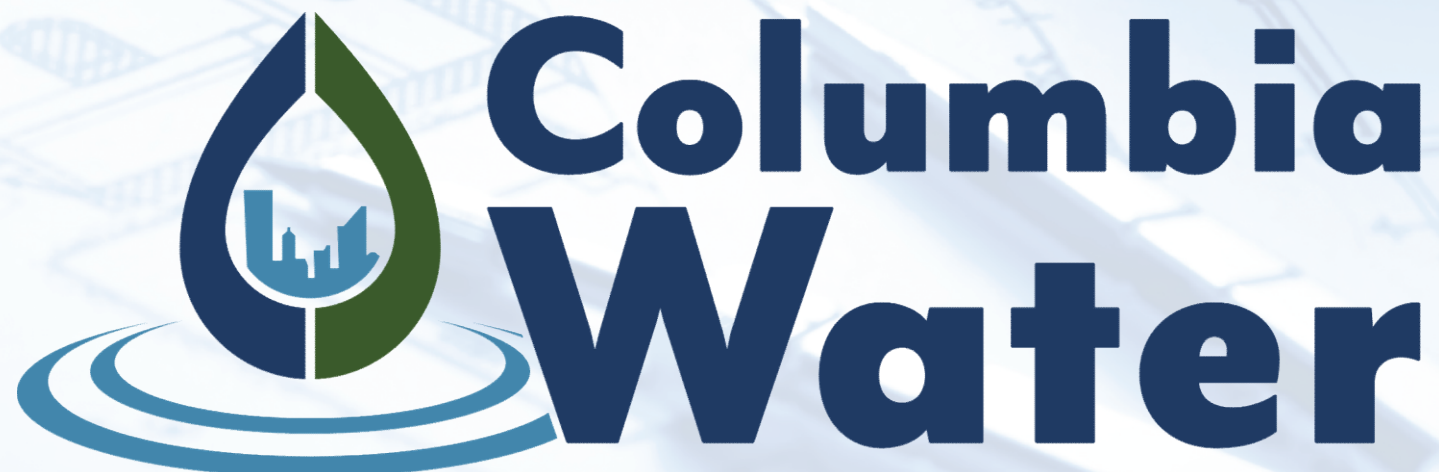
STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2019-05-07 Council Update AGENDA (PDF)
- **#b:** Columbia FY 2020 Water and Wastewater Rate Study AGENDA (PDF)
- **#c:** Budget Memo 2 City Manager Proposed Budget 5-7-19 (PDF)

Columbia Water: Successes & Priorities

May 7, 2019 – Council Work Session



Drinking Water • Wastewater • Stormwater

Overview/Agenda

- Reorganization and Customer Service Initiatives
- Utility Operations
 - Drinking Water
 - Wastewater
 - Capital Investment
- Engineering and Stormwater
- Awards and Recognition



Water and Wastewater Rate Study

City of Columbia, SC

May 7, 2019

BUILDING A WORLD OF DIFFERENCE®





Agenda

- Columbia's Drivers
- Assumptions
- Financial Plan
- Utility Bill Impacts
- Questions



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Office of Budget & Program Management

1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Steve Benjamin, Mayor & Columbia City Council

FROM: Teresa Wilson, City Manager 

DATE: May 3, 2019

RE: FY 2019/2020 Proposed Budget Water & Sewer Operating Fund
FY 2019/2020 Proposed Stormwater Operating Fund

During the May 7th Work Session Budget Workshop, we will focus on Water and Sewer Fund and Stormwater Fund. Columbia Water will provide an update on several initiatives underway that are aimed at enhancing customer service and innovative approaches targeted at maintaining and managing our water and sewer system efficiently and effectively with the use of technology and process improvements. Reorganization of staff and functions are being aligned to ensure better management operations and investments in our employees that will allow for continuous process improvement. Our ultimate goal remains to provide high quality and affordable services to our customers.

We look forward to our discussions with you and demonstrating the many accomplishments staff has made along with updates on major initiatives of Clean Water 2020, the automated meter infrastructure (AMI) program and stormwater program.

Water & Sewer Fund

The FY 19/20 proposed Water & Sewer budget is \$167,197,021; an increase of \$5,201,021; 3.2% over the current year budget. The proposed budget is based upon the adjustments recommended in the water and wastewater rate study. Representatives from Black and Veatch will present their findings and recommendations during the May 7th Work Session.

Growth in revenues is due primarily to normal customer growth, revenues generated from contract customers and reflective of the revenues generated from the proposed rate adjustments. The rate study includes a thorough analysis of revenues, expenses, operating parameters and future demands on the system. Operating revenues total \$163,070,093; a net increase of \$2,902,978 or 1.8%, generated by water sales, sewer sales and a combination of other service fees. Non-operating revenues include interest earnings, rents and other uses of property such as cell tower income. These revenues are projected at \$4,126,928. The combined system revenues total \$167,197,021.



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Expenditures and Transfers Out total \$167,197,021; an increase of \$5,201,021 or 3.2%. Of the total budget, departments and non-departmental expenses total \$96,633,824; a net increase of \$1,638,199 or 2%. The increases are due primarily to normal increases in non-capital maintenance projects, system maintenance, technology upgrades, and capital equipment purchases. Debt Service is budgeted at \$37,525,517; an increase of \$2,300,769 or 6.5%. Cash reserves required for the calculation of debt service coverage and liquidity, is budgeted at \$8,718,000; an increase of \$3,955,947.

Staff continues to focus effort on efficiencies, process improvements and customer service as a whole. Through the Clean Water 2020 program, the City continues to address the commitments related to the EPA Consent Decree. Through this initiative, we have identified the programs and projects related to the operation of the sewer system that will meet the requirements of the EPA Consent Decree. In addition, launch of the automated meter infrastructure (AMI) as a three year initiative to upgrade meters will allow for customers to monitor the usage, improve accuracy of meter readings and manage their water use in a real time environment. This project is one of the most significant undertakings we have launched in recent years and requires the involvement of city staff from multiple departments across the city. We appreciate City Council leadership in supporting this initiative and look forward to the advancements we will make through the use of this important technology.

Transfers Out totals \$24,319,980 which is a net decrease of \$3,500,000 or 12.6%. The reduction is due to less cash needed to fund the annual improvement program. The transfer to Water & Sewer Capital Improvement Program is reflected at \$17,500,000 and is the budgeted cash used to fund the annual improvement program of the water and sewer system. The remainder of funding will come from bond proceeds and use of fund balance. The capital improvement program reflects a priority on Clean Water 2020 programs to meet the EPA Consent Decree requirements and funding for continuation of water quality projects. Also included is the indirect cost allocation to the General Fund and is in the same amount as the current year, \$4,189,680. This amount is a calculation based upon the services provided by the General Fund to the utility systems.

Stormwater Fund Highlights

In 2017, City Council took a bold step at addressing issues related to flooding in Columbia by adopting a 5 year comprehensive program to fund \$95,000,000 in improvements to our city-wide stormwater system. The upgrades to the stormwater system will include major improvements to the stormwater conveyance system (including stormwater channels and



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ditches), stormwater detention facilities, stream restoration, and culverts, outfall stabilization and green storm water infrastructure (such as bio-retention facilities). The planned spending will improve the City's ability to handle future flooding, creating further cost savings by preventing damage to both public and private property. Funded with both cash and bonds, the plan includes a 5 year rate adjustments aimed at financing the improvements and funding the operating costs needed to maintain the system. FY 19/20 will be the third year of the rate adjustments and the proposed rate will increase from \$12.54 to \$13.32 per equivalent residential unit (ERU) per month; an increase of \$.78 per month or 6.2%. This increase amounts to an increase of \$9.36 per year for residential homes and will vary by parcel for businesses.

The FY 19/20 Proposed Stormwater Operating Budget totals \$14,370,099; an increase of \$903,600 or 6.7%. Stormwater fees make up the majority of revenue for the Stormwater Fund. Other revenues include fees for plan reviews, storm water inspections and interest earnings.

FY 19/20 Proposed Department budgets total \$7,553,094; an increase of \$310,216, or 4.3%. Departments funded in Stormwater Operating Fund include portions of Engineering and portions of Public Works Streets and Storm Drain Division and Solid Waste services that provide services for the operations, improvements and maintenance of the City's stormwater system. Debt service is budgeted at \$2,492,986 and budgeted cash reserves total \$2,029,019; these items reflect a net reduction of \$1,141,616 or 20% and is primarily due to the planned reduction of reserves needed to meet debt service coverage as outlined in the original rate study.

We appreciate the support and directions provided by City Council and look forward to continuing our discussions of the FY 2019/2020 Proposed Budget. Staff will be prepared to answer your questions during next week's Work Session.

WATER/SEWER OPERATING FUND SUMMARY
PROPOSED FY 2019/2020

	ACTUAL FY 17/18	BUDGET FY 18/19	DEPT RQST FY 19/20	Increase / (Decrease)	% Change
<u>REVENUE</u>					
WATER SALES	83,533,964	97,402,576	102,504,614	5,102,038	5.2%
SEWER SALES	51,039,118	62,062,997	59,863,937	(2,199,060)	-3.5%
MISCELLANEOUS REVENUE	79,872	45,042	45,042	-	0.0%
FINES AND FORFEITURES	679,032	656,500	656,500	-	0.0%
TOTAL OPERATING REVENUES	135,331,986	160,167,115	163,070,093	2,902,978	1.8%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>					
INTEREST	1,696,590	1,666,557	3,964,600	2,298,043	137.9%
RENTS & USE OF PROPERTY	(41,308)	162,328	162,328	-	0.0%
CONTRIBUTED CAPITAL	5,817,810	-	-	-	-
TOTAL NON-OPERATING REVENUES	7,473,092	1,828,885	4,126,928	2,298,043	125.7%
TOTAL REVENUE & TRANSFERS IN	142,805,078	161,996,000	167,197,021	5,201,021	3.2%
<u>EXPENDITURES</u>					
<u>Operating Departments & Non-Departmental</u>					
ADMINISTRATION	968	921,602	1,175,919	254,317	27.6%
CUSTOMER CARE CENTER	3,994,275	4,962,543	5,229,303	266,760	5.4%
FINANCE	1,684,602	2,042,612	2,060,166	17,554	0.9%
FIRE HYDRANT MAINTENANCE	557,846	688,926	613,190	(75,736)	-11.0%
POLICE - CSO/PUBLIC SAFETY	826,363	1,382,177	1,408,674	26,497	1.9%
PUBLIC WORKS-STREET REPAIR	928,072	1,560,023	1,621,015	60,992	3.9%
GENERAL SERVICES PUBLIC BLDGS.	1,856,540	2,318,883	2,387,784	68,901	3.0%
GIS MANAGEMENT	501,707	636,302	656,966	20,664	3.2%
UTILITIES	47,038,741	65,693,068	64,739,318	(953,750)	-1.5%
ENGINEERING	11,543,822	12,407,638	12,496,568	88,930	0.7%
COLA / MERITS	0	-	1,000,000	1,000,000	-
TOTAL OPERATING	68,932,936	92,613,774	93,388,903	775,129	0.8%
<u>Non-Operating Departments & Non-Departmental</u>					
ECONOMIC DEV DEPARTMENT	954,761	1,273,023	1,286,093	13,070	1.0%
TOTAL NON-OPERATING DEPARTMENTS	954,761	1,273,023	1,286,093	13,070	1.0%
DEPRECIATION	39,532,110	-	-	-	-
DEBT SERVICE	22,108,171	35,224,748	37,525,517	2,300,769	6.5%
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500	-	0.0%
TECHNOLOGY REPLACEMENTS	32,656	150,000	1,000,000	850,000	566.7%
NON-DEPARTMENTAL	50,750	85,000	85,000	-	0.0%
BAD DEBT	3,065,605	795,328	795,328	-	0.0%
RESERVE	0	3,955,947	8,718,000	4,762,053	120.4%
TOTAL NON-DEPARTMENTAL OPERATING	64,842,792	40,289,523	48,202,345	7,912,822	19.6%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,189,680	-	0.0%
TO WATER/SEWER CAPITAL IMP.	-	21,500,000	17,500,000	(4,000,000)	-18.6%
TO INTERNAL SERVICE FUNDS	2,628,969	2,130,000	2,630,000	500,000	23.5%
TOTAL TRANSFERS	6,818,649	27,819,680	24,319,680	(3,500,000)	-12.6%
TOTAL BUDGET	141,549,138	161,996,000	167,197,021	5,201,021	3.2%
TOTAL SURPLUS/(DEFICIT)	1,255,940	0	0		

STORM WATER OPERATING SUMMARY
PROPOSED FY 2019/2020

	ACTUAL FY 17/18	BUDGET FY 18/19	BUDGET FY 19/20	Increase / (Decrease)	% Change
<u>REVENUE</u>					
<u>Operating Revenue</u>					
STORM WATER FEE	12,667,731	13,378,499	13,988,299	609,800	4.6%
STORM WATER REVIEW	20,450	20,000	20,000		
STORM WATER INSPECTIONS	11,100	15,000	15,000		
TOTAL OPERATING REVENUES	12,699,281	13,413,499	14,023,299	609,800	4.5%
<u>Non-operating Revenue & Transfers</u>					
INTEREST & USE OF PROPERTY	168,334	53,000	346,800		
TOTAL NON-OPERATING REVENUES	168,334	53,000	346,800		
TOTAL REVENUES & TRANSFERS IN	12,867,615	13,466,499	14,370,099	903,600	6.7%
<u>EXPENDITURES</u>					
<u>DEPARTMENTS</u>					
ENGINEERING SERVICES	1,567,205	2,871,765	2,998,041		
REAL ESTATE	111,766	152,634	187,615		
ENGINEERING	1,678,971	3,024,399	3,185,656		
PUBLIC WORKS	2,557,825	4,218,479	4,287,438		
COLA/MERIT			80,000		
TOTAL DEPARTMENTS	4,236,796	7,242,878	7,553,094	310,216	4.3%
<u>NON-DEPARTMENTAL EXPENSES</u>					
DEPRECIATION	1,130,886				
DEBT SERVICE		2,732,000	2,492,986		
NON-DEPARTMENTAL/MISC.	145,375				
BAD DEBT	2,788	0	0		
RESERVE		2,931,621	2,029,019		
TOTAL NON-DEPARTMENTAL	1,279,049	5,663,621	4,522,005	(1,141,616)	-20.2%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000	560,000	560,000		
TO STORM WATER CAPITAL PROJECTS		0	1,735,000		
TOTAL OTHER	560,000	560,000	2,295,000	1,735,000	309.8%
TOTAL BUDGET	6,075,845	13,466,499	14,370,099	903,600	6.7%
TOTAL SURPLUS/(DEFICIT)	6,791,770	0	0		



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

PURPOSE: Ban the Box
911 Communications Center

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Finlay Park
Development Incentives

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Revenue Options
Soda City
Receptacle Requirements

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Capital City Stadium

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of the appointment of an employee pursuant to §30-4-70(a)(1)

PURPOSE: Municipal Court Judges

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Provide high quality municipal services



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_03_19_2019 (PDF)



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

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, March 19, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:11 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

There was a consensus of Council to meet on April 2, 2019; to cancel the April 16, 2019 meeting; and to schedule an additional meeting during April.

Mayor Benjamin introduced Blake Givens, Spring Hill High School student who is shadowing the Council today.

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

Councilor McDowell presented the Pledge of Professional Conduct that was previously signed by members of Council for consideration by existing members.

Councilor Devine suggested that Council consider becoming the first City of Kindness on the east coast. We would work with citizens to identify ways to promote acts of kindness.

There was a consensus of Council to mesh the current Pledge of Professional Conduct with the City of Kindness Pledge for future consideration.



We Are Columbia

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

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

2. Economic and Community Development Committee Report - The Honorable Sam Davis

Councilor Davis reported that the Economic and Community Development Committee members met with the three homeless service providers. We attempted to gain clarity on the daily interactions with the homeless. There wasn't an outward request for additional dollars. There was some disagreement about where the organizations are going in terms of service delivery. There is coordination, but affordable housing is a challenge.

Councilor Devine said when mental health patients are being discharged from the hospital, the issue becomes placement. More and more, they are no longer able to go to Transitions. There needs to be a conversation among service providers about what needs to be done.

Councilor Rickenmann said it's a challenge, because we can't make anybody accept the services. We have 67 homeless service providers in our community.

Councilor McDowell said it depends on whether or not the providers can step out of the box and make this something that is going to impact economic development. What about the folks who are able to work? If we don't deal with this homeless situation, Finlay Park will become a 5-star hub for the homeless. There needs to be a deeper conversation about how we deal with the homeless.

Councilor Davis said we agreed at the end of the meeting to continue to meet and look at what's happening elsewhere. We can pull from experiences in other parts of the country.

Councilor Duvall said I have been going to Transitions' board meetings and they are trying to think out of the box. They have an expert on Medicaid and they are changing their procedures. They are full almost every night with people who do obey the rules. There is no capacity and there are no easy answers.

Councilor Devine said Homeless Court has been successful. Is there a way to get more folks in there? I haven't seen the homeless service providers at mental health court.

Councilor Baddourah said a 40% decrease in homelessness was reported by United Way.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Mayor Benjamin said we need aggressive, proactive engagement with our homeless citizens - meeting them on the streets and finding out what their needs are, and making sure we are making a robust effort to meet those needs. There needs to be consistency in trying to reach people. I want to see strong coordination and cohesion with all of our partners, especially those that are receiving public money. They are dealing with a challenging situation. The homeless population is heterogeneous and it has changed dramatically.

Ms. Teresa Wilson, City Manager said we are trying not to further the perception that the homeless service providers aren't doing what they are supposed to do. Today, we tried to reiterate that it would be more helpful if they provided more tangible ways as to how we move the needle forward. We are at five years from when we put the RFP out. They've been working from the original RFP and they acknowledged that things are different now. We need to either reissue the RFP with specific deliverables or let them keep going. We have to be specific about what the annual outcomes should be.

Mayor Benjamin said I'd love to see a more robust effort to engage with the individuals on the street every single day. We need to communicate that very effectively to our partners. A redefinition of the relationship is very important.

There was a consensus of Council to amend the contracts with the homeless service providers.

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

Ms. Melisa Caughman, Budget & Program Management Director reported that the proposed parking fund budget for fiscal year 2019/2020 is \$8,858,970, which is a 2% increase over the current year's budget. Parking meter revenues are increasing due to the implementation of the Passport Mobile Parking App.

Councilor Duvall suggested that meters be used in conjunction with the parking app so that drivers have cheaper payment options.

Ms. Melissa Gentry, Assistant City Manager explained that the app is used in areas that are highly populated by students. We will check to see how many meters we have available. We may have to go with a different style meter.

Councilor Devine suggested that we conduct citizen surveys before making any changes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Councilor Rickenmann proposed the installation of parking towers that accept different forms of payment without accessing a service charge.

Mayor Benjamin said technology is changing rapidly. Let's look at what other solutions are out there that will allow us to adjust accordingly while maximizing revenues.

Ms. Melisa Caughman, Budget & Program Management Director continued to report that parking garage revenues are projected at 6% over prior year actuals. We were able to reduce the amount of fund balance.

Councilor Baddourah asked if the parking lots that charge for parking have business licenses.

Ms. Melissa Gentry, P.E., Assistant City Manager said those are private lots that are oftentimes managed by valet parking companies.

Ms. Melisa Caughman, Budget & Program Management Director reviewed the expenditures for the parking fund. She reported that the parking garage control equipment is in place and will go live in the next month or two at the Lincoln, Park, Lady, and Sumter Street garages. A Request for Proposals for a parking rate study will be issued later this year. The results will be presented in time for the next budget cycle.

Ms. Melissa Gentry, P.E., Assistant City Manager outlined the hardware and software system upgrades for the Lincoln, Park, Lady, and Sumter Street garages. The new equipment will allow us to better manage supply and demand. We are conscious of the taxing of our system. We're not wedded to the City being the only parking provider. We reach out to private companies as well. We are also creative with our street parking and we are maximizing the use of our spaces.

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer explained that studies have been done over the last several years. One study looked at the market and rates. Another study looked at facility needs. The next study will resemble what we do for water and sewer. It will look at our rate structure, revenues, the needs of the system, and how we're funding that. The parking system has outstanding debt. We need someone to make sure we stay within those bond covenants.

Ms. Melissa Gentry, P.E., Assistant City Manager concluded the discussion of the proposed budget for the parking fund.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

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

Ms. Teresa Wilson, City Manager said we are ready to implement the Council Directed Projects Form if you all are in agreement. I am hearing a lot from you all. This is a forward thinking Council, wanting us to take advantage of the economy and creative ideas. With that comes lots of opportunities for discussions with vendors and all types of people who have great ideas. We are always going to do our due diligence. This would also allow you all to become aware of other councilmembers' ideas and thoughts. Then we can bring something back for a consensus to be reached on moving forward. I'm looking for feedback on how you want to proceed with this.

Ms. Melisa Caughman, Budget & Program Management Director added that the form isn't meant to be arduous for the requestor. The department would provide the information on personnel and impacts. We at least need a description of what's being requested.

Ms. Teresa Wilson, City Manager said in the latest iteration of your strategic planning and at the retreat, you all gave us some very specific big ticket items that we've been working on. As we've acknowledged that we are working on those, some other things have risen to the top. How do I bring additional things back to the table? Sometimes we will fill out the form and bring it back to the whole Council and then there's that reminder of the decisions made at the retreat. If we start focusing on this we might have to shift priorities, resources, etc. This is meant to be the mechanism to put those additional things on the table for a collective discussion.

There was a discussion about timely responses; creating an electronic/mobile form; aligning requests with the City's strategic goals; and providing quarterly updates to Council.

Mayor Benjamin said let's think through how best we can do this. The process makes sense. Let's make sure we are giving everyone less work or more meaningful work in a strategic way.



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

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

Ms. Ellen Adkins, CPA, Partner / Webster Rogers, LLP said I've worked behind the scene on the City's audits since 2008. She presented the governance letter, which outlined significant points about the audit. There's a \$110 million hit to your equity for Other Post-Employment Benefits (OPEB). More adjustments were made to the financial statement this year than normal, but there are no uncorrected statements. We had no issues with management. There was a huge discussion about GASB 75. The representation letters are attached to the audit. The City does issue a Comprehensive Annual Financial Report (CAFR) and your staff prepares the financial statements. You've got outstanding staff as far as their skillset. The transmittal letter is from City management as a forward looking discussion. The management discussion analysis is written by your financial staff as their summary of your financial statement. Those two documents are very informative. You hire our firm to express an opinion on your financial statements. The City received a clean opinion and you should be commended for that. The fund balance for the general fund was about \$34 million at the end of fiscal year 2017/2018, which was a \$4 million increase from the prior year. Of that amount, \$21 million was unassigned. Page 102 outlines your budget and actual. You were over budget in revenues due to grants and under budget in expenditures in most areas. You budgeted a zero balance budget and you had a surplus of \$4 million. I want to thank the staff for their cooperation and professionalism. I want to congratulate the City on its efforts to correct the prior year's findings and to continue to achieve a clean opinion every year.

Councilor Duvall said since 2015 there has been a negative balance in the County Services Fund. Is that used to fund the Fire Department?

Ms. Jan Alonso, Finance Director said we fund the Fire Department and half of 911.

Councilor Duvall asked if City residents are paying more than their fair share for these services.

Councilor Rickenmann said that's exactly what it means.

Ms. Jan Alonso, Finance Director said the balance is cumulative. We are owed the money.

Councilor Duvall noted that Providence Hospital was the second largest property tax payer in 2018.

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer stated that Providence only begun paying property taxes in the last three years. They were a non-profit and then they were purchased by a for-profit company.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Councilor Duvall said page 145 lists operations indicated by function and program. In 2009, we filled 2,757 potholes, but last year we only filled 843 potholes. What happened to our pothole maintenance program? These charts in the back are very interesting and I recommend that you all read them.

Councilor Devine said page 142 outlines our demographic information. Do know if the personal income growth is equal to the population growth? How do we fare in relation to other cities?

Ms. Jan Alonso, Finance Director said that information is provided by the Census Bureau.

This concluded the discussion of the fiscal year 2017/2018 audit.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:22 p.m. for the discussion of **Items 6** through **9** as amended to include a personnel matter.

6. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Capital City Stadium*
 - *Wayfinding MOU*
 - *Magic Ice*
 - *Little Lake Katherine*
 - *Convention Center Study*
 - *Water & Sewer Bond Issuance*

7. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Business License Fees*
 - *Lower Richland Sewer*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

8. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Finlay Park*
9. Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2)
 - *Jerome L. Francis v. City of Columbia*
 - *Ray Clepper Boating Center v. City*

COUNCIL MEETING AT 6:00 P.M.

The Columbia City Council conducted a Meeting on Tuesday, March 19, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:22 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to withdrawing **Item 18** (*Utility Relocation Project*) and **Item 34** (*American Red Cross Proclamation*).

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

APPROVAL OF MINUTES

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

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the February 19, 2019 and March 5, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 11 THROUGH 29

Upon a single motion made by Mr. Baddourah and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 11** through **17** and **19** through **29**.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



We Are Columbia

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

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

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

The following sub-consultant will provide additional services:

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

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

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

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

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

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

The following sub-consultant will provide additional services:

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



We Are Columbia

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

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

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

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

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

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Black & Veatch of Greenville, SC is the Mentor and will provide technical consulting support to the City for the Lower Crane Creek Relief Sewer Phase 2 Preliminary Engineering Report at 76.2 % (\$180,060.00) of the contract value.

Highfill Infrastructure Engineering, P.C. of Columbia, SC is the Protégé and will provide project administration, data collection, utility coordination, and alternative analysis at 22.1 % (\$52,300.00) of the contract value.

The following sub-consultant will provide additional services:

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

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

Funding Source: 2059999-636600-JL-9227000019 - This project is being funded by CDBG funds. The original budget amount \$267,440.72.

The following sub-contractor will provide additional services:

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



We Are Columbia

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

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24. Council is asked to approve Contract Amendment #4 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$464,404.00. This firm is located in Perry, GA. – *Approved*
- Funding Source: 5516206-WM4326-638305 (50%) and 5516207-WM4326-638305 (50%). The original budgeted amount is \$470,000.00*
- The following subcontractors will provide additional services:*
- Bullins Painting of Stoneville, GA will provide blast/paint labor services at 17.2% (\$80,000.00) of the contract amendment value.*
- Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 17.2% (\$80,000.00) of the contract amendment value.*
25. Council is asked to approve the Fiscal Year 2018/2019 Contract for Sanitary Sewer Easement Maintenance, as requested by Columbia Water. Award to DS Utilities, Inc., in an amount not to exceed \$1,903,100.00 to include contingency funding. This firm is located in Little Mountain, SC. – *Approved*
- Funding Source: 5516205-SS7271-18/19-638305.*
- This project is a Columbia Disadvantaged Business Enterprise construction project. The required participation was designated at 10%. The following contractor will provide additional services:*
- Herndon Inc., of Lugoff, SC, a certified CDBE, will provide herbicide, bush hogging, and project management at 10% (\$189,000.00) of the total contract value.*
26. Resolution No.: R-2019-021 Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays April 16, 23, 30, May 7, 14, 21 and 28, 2019 – *Approved*
27. Resolution No.: R-2019-022 Authorizing consumption of beer and wine only at the Make Music Day Happy Hour in the Amphitheater Area of the Riverfront Park on Friday, June 21, 2019 – *Approved*
28. Resolution No.: R-2019-023 Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on Saturday, October 26, 2019 with a rain date contingency of Saturday, November 2, 2019 – *Approved*
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**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 19, 2019**

29. Resolution No.: R-2019-031 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Love, Peace and Hip Hop Kickoff on Friday, April 12, 2019 – *Approved*

PRESENTATIONS

30. Columbia Firefighter Appreciation Month - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed March 2019 as Columbia Firefighter Appreciation Month in the City of Columbia.

Master Gresham Beverly, Muscular Dystrophy Association camp participant kicked off the 2019 Fill the Boot Drive in Council Chambers

31. Richland Two Institute of Innovation Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Councilman Duvall and the members of Council proclaimed Tuesday, March 19, 2019 as Richland Two Institute of Innovation Day in the City of Columbia.

Students from the Richland Two Institute of Innovation explained that a secondary school in Sare Bilaly, Senegal was gifted a photocopier last year, but there is no way to power it. All of their schoolwork is done on paper and they don't have many visuals. Our solution was to make a solar-bioenergy device. The modular devices can be connected to one another in series or parallel to increase both current and voltage. The total output can be adjusted. These modular devices are able to change how students learn in Senegal.

32. Bleeding Disorders Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed March 2019 as Bleeding Disorders Awareness Month in the City of Columbia.

33. Earth Hour 2019 Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed Saturday, March 30, 2019 from 8:30 p.m. to 9:30 p.m. as Earth Hour in the City of Columbia.



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

34. American Red Cross Month Proclamation - The Honorable Mayor Stephen K. Benjamin – *This item was withdrawn from the agenda.*
35. Save Our Kids Update - Mr. Lee Carroll, Founder of Save Our Kids, LLC

Ms. Malaysia Heyward, presented The Honorable Edward H. McDowell, Jr. and Fire Chief Aubrey Jenkins with plaques in recognition of their support of the work being done by Save Our Kids, LLC. She was joined by the Allen University Women's and Men's Basketball Team.

36. NCAA Basketball Tournament - Mr. Bill Ellen, President & CEO of Experience Columbia SC

Mr. Bill Ellen, President & CEO of Experience Columbia SC provided an update on March Madness. We have Duke University and Zion Williams, the University of Virginia, Virginia Commonwealth, Oklahoma, Ole Miss, Gardner Webb, Central Florida, and either North Carolina Central or North Dakota State coming in. We created a visitor guide with a map and events associated with March Madness. We are expecting a tremendous turnout.

PUBLIC HEARING

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

Council opened the Public Hearing at 7:08 p.m.

Ms. Beth Johnson, American Cancer Society/Cancer Action Network said there are hundreds of types of e-cigarettes on the market. The products vary by the ingredients, quality of control, and the ability to deliver nicotine or other substances. Manufacturers claim that the products are safe, but the products have not been thoroughly and independently tested. The long-term health effects are scientifically uncertain. According to the Surgeon General, we are facing an e-cigarette epidemic among our youth. We support your effort to add e-cigarettes to the current smoke-free policy.



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

Ms. Yarley Steedly, Government Relations Director / American Heart Association said there were sections in the draft ordinance that caused the national partners some concern. Specifically, Sec. 8-217 and 8-220 where it talks about possession of smoking materials. We think that will be hard to enforce and you could be targeting youth. We suggest taking out the possession piece. We fully support what the Council is doing.

Mr. Ian Hamilton recalled when Council passed the current smoke-free air law. There are 64 other communities around South Carolina that have smoke-free air laws and ten of the last thirteen have included e-cigarettes. Council has the opportunity to maximize clean air protection for all of Columbia's workers, visitors, and young people by adopting a truly comprehensive smoke and vape-free environment in all of our work and public places.

Ms. Diane Wiley, Belvedere Community Organization President said the old Mr. B's was supposed to be a used tire place, but they changed it to a vaping business.

Council closed the Public Hearing at 7:13 p.m.

Councilor Duvall said he has three amendments to the proposed ordinance. The first is to remove subsection (3) from Section 8-218. This would remove the exemption for hotel rooms. The second amendment is to change the distance to 25' in Section 8-219. All space requirements will be at 25'. The third amendment is to revert Section 8-217 and 8-220 back to the original language, which makes the use of a lighted tobacco product an infraction.

Ms. Teresa Knox, Esq., City Attorney suggested that Council wait until first reading to make any motions to amend.

There was a consensus of Council to include Mr. Duvall's amendments in today's meeting packet and schedule first reading consideration of the ordinance for April 2, 2019.



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

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

Council opened the Public Hearing for Zoning/Planning Matters at 7:22 p.m.

38. FUTURE LAND USE MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17 – *Approved on first reading.*

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

Council District: 3

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

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

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

39. ZONING MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17 – *Approved on first reading.*

Council District: 3

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

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

Staff Recommendation: Approval

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



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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Baddourah and seconded by Mr. Davis, Council voted unanimously to give first reading approval to **Item 38 Future Land Use Map Amendment Confirmation**; Ordinance No.: 2019-019 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17; annexed by Ordinance No.: 2018-071 enacted January 8, 2017; and **Item 39 Zoning Map Amendment Confirmation** for 112 Silo Court; TMS# 11108-01-12 and 11112-01-17.

40. ZONING MAP AMENDMENT - 516 S. Holly Street, TMS# 11313-07-18 – *Approved on first reading.*

Council District: 3

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

Applicant: Stephen Jahue Moore

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 516 S. Holly Street, TMS# 11313-07-18.

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

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



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

City Council District: 2

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

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

42. ZONING MAP AMENDMENT - 1703 McFadden Street, TMS# 11511-11-02

Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-1

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to **Item 41 Comprehensive Plan – Future Land Use Map Amendment**; Ordinance No.: 2019-015 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1703 McFadden Street; Richland County TMS# 11511-11-12; and **Item 42 Zoning Map Amendment** for 1703 McFadden Street, TMS# 11511-11-02.



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

43. ZONING MAP AMENDMENT - 3601 Ridgewood Avenue, TMS# 09209-24-04

Council District: 1

Proposal: Request to rezone the parcel from PUD-R to RS-2

Applicant: John Stevens, Celtic Works, Inc.

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 3601 Ridgewood Avenue, TMS# 09209-24-04.

44. ZONING TEXT AMENDMENT - Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 316 Heyward Street, TMS# 08816-10-12 – Approved on first reading.

Ordinance No.: 2019-017 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7) – Approved on first reading.

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.



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

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2019-017 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7).

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

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

Council District: 2

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

Applicant: 135 Williams Street, LLC and Mary Frances Paris

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.



We Are Columbia

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

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment, And Zoning Map Amendment* for 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street; TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 **and** Ordinance No.: 2019-014 - Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

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

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

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

Applicant: Krista Hampton, Director of Planning and Development Services

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

Staff Recommendation: Approval

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

Ms. Diana Stevenson, Owner and CEO of Grace Outdoor Advertising said we manage, operate, and sell advertising on digital screens (billboards) across South Carolina. We are a Columbia company, but have grown to other areas. I would ask that the kiosk aspect of this project be tabled or slowed down so that the impact can be studied. She represented a range of questions related to maintenance, installation, and stakeholder involvement.



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

Mayor Benjamin said some of those questions have been answered from staff. I do want to move forward with the digital kiosks while giving consideration to the various questions that were asked. We have been working on this for a long time and I want to make sure we execute.

A motion made by Mr. Baddourah and seconded by Mr. Duvall to defer first reading until the next Council meeting was withdrawn.

Councilor Devine said we've been briefed substantially on this matter. I'm not sure why we would hold it at this point. I would prefer to move forward. Let's meet with Mrs. Stevenson, answer her questions, and see how we can incorporate some of her concerns.

Ms. Teresa Wilson, City Manager said this component of the project was part of the overall wayfinding program. We've been working hard to get a lot of things done in time for March Madness. We were hoping for this to be in place as well. Obviously, it won't be. The City is a partner in this. I've committed to make sure that the Stevenson's have conversations with Experience Columbia SC and Duke Power.

Councilor Davis asked if the questions were answered before tonight.

Ms. Teresa Wilson, City Manager said I've had a conversation with Hal about the process.

Ms. Missy Gentry, P.E., Assistant City Manager stated that she spoke with Grace Outdoor Advertising earlier today. I explained that this is part of the wayfinding program. The vendors were secured as part of the process through Experience Columbia SC. Originally, the digital kiosk was a part of the program that we, the City nor Experience Columbia, were not going to be able to fund. This vendor came to the table offering the same product as other vendors that wanted one or two million for theirs. They came to the table with operating and managing it. Experience Columbia SC will work through us to see what messaging the City wants on it. I've committed to finding out what their model is for securing local advertising. We are committed to allowing affordable advertising as well.

Councilor Rickenmann said if we vote tonight it doesn't affect us having a discussion with Grace Advertising. We don't have to schedule second reading until we figure out that piece and make sure local participation is part of it. I would suggest that we move forward. If these issues aren't resolved, we won't move forward with second reading.

Ms. Teresa Wilson, City Manager clarified that the contract is not with the City. We've already committed to facilitating the discussion.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Councilor Duvall asked for pictures of the kiosks.

Ms. Teresa Wilson, City Manager recalled that there was a pilot on Main Street and we invited everybody to participate with it. I regret if all councilmembers didn't see it. We received a lot of positive feedback.

Councilor Baddourah said the urgency isn't there. I'd like to hold it another week or two.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted five (5) to two (2) to give first reading approval to Ordinance No.: 2019-016 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign. Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall and Mr. Baddourah voted nay.

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

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

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

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

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

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

Mr. Craig Richardson, Esq., Director for Clarion Associates said this amendment is significant and it will impact the quality and type of development you see in the community moving forward. There was policy direction from the Council in your comprehensive land use plan that was adopted several years ago. It included a number of guiding principles. We developed a code assessment that produced four overriding objectives for this project: creating a user-friendly document; implementing Plan Columbia; modernizing regulations to strongly encourage redevelopment and support infill development. It needs to be the type of infill development that you want to see,



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

because Columbia is a built out-community. A lot of the lots are platted; there is some form of development on many of the lots; and the vacant lots surrounded by development. The last theme is to support green development practices. The code is broken down into nine articles that are organized into three concepts: review procedures, zoning districts and use regulations, and the development standards.

Councilor Devine inquired about interactive mapping.

Ms. Krista Hampton, Planning and Development Services Director said we are adopting the text of the zoning ordinance. We published a draft map based on a number of inputs. We will bring that to the public for feedback. We will provide opportunities for one-on-one staff meetings to answer questions about the draft map. This process could take up to twelve months.

Councilor Rickenmann inquired about the demolition delay ordinance.

Ms. Krista Hampton, Planning and Development Services Director explained that the Community Character neighborhoods have demolition review currently. City Council is also considering a demolition delay ordinance. That is separate from what you have before you tonight. There is no demolition delay in this ordinance.

Councilor Baddourah asked Ms. Hampton to review the changes in zoning classifications.

Ms. Krista Hampton, Planning and Development Services Director said we have new mixed-use districts. We want redevelopment along our corridors, but we want it to respect our neighborhoods. The new districts are context sensitive and there are neighborhood compatibility standards that will ensure that the operational standards also respect adjacent neighborhoods. In the next steps, we will hold educational sessions for the community to understand the districts.

Mr. Earl McLeod, Executive Director of the Building Industry Association expressed concerns about Section 17-3.7 Overlay Districts. We have questions about the limits to demolitions. That language wasn't provided during any of the public sessions. The proposed demolition delay ordinance might conflict with this ordinance. We want one consistent standard.

Ms. Henri Baskins, Executive Vice President of the Columbia Chamber of Commerce said the members of the Columbia Chamber have been calling us about these changes. I received some clarity tonight. We're concerned that there could be some conflict if something is enacted with the demolition delay ordinance that is contrary to this. Is there a way for us to have more input?



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

Ms. Krista Hampton, Planning and Development Services Director said the proposal to have demolition as part of the community character districts did go to the Planning Commission and we've mentioned it at a number of Economic Development Subcommittee meetings in an effort to alleviate some of that confusion. What we are considering tonight is limited to community character districts, which are residential districts. They are regulations that largely exist right now.

Mr. Dan D'Alberto, Esq. appeared on behalf of the University of South Carolina to express their wholehearted support for the zoning rewrite and appreciation to staff for involving USC in the process. It is a wonderful new code.

Ms. Virginia Harness said my friend Pam lives adjacent to a gym and they lift and drop weights causing vibrations on her property. There is nothing in the zoning ordinance to address this. In the rewrite, there is wording about vibrations, but there is nothing for commercial properties. It is a problem that is not limited to gyms. There are gyms that do not allow you to drop weights. Please consider this issue with respect to the new zoning ordinance.

Ms. Pam Kendrick said I am adjacent to property that is zoned C-3. We found out that cross-fit style gyms are atypical of a gym use because of the intense weight drop that creates a low frequency noise and vibration intrusion into the adjacent properties. Other cities like Austin have reclassified cross-fit gyms. I would like to ask you to add a specific use for that type of gym.

Ms. Krista Hampton, Planning and Development Services Director said we think there may be a solution for this.

Ms. Diane Wiley, Belvedere Community Organization President asked if this will help get rid of C-3. We have two liquor stores that came up on the fifth by Benedict College. There are three liquor stores within four blocks and that's uncalled for. They disrespect our churches and schools.

Ms. Krista Hampton, Planning and Development Services Director said the GC district is similar to C-3. We do not know what each area will be zoned. Liquor stores remain as a special exception. We have criteria for the concentration of uses.

Councilor McDowell said the appropriate persons are addressing the pieces of property we have identified. Two Notch Road has been a C-3 corridor for a long time. Some folks will be grandfathered in and others will not. It gives us latitude to work through the whole process. When a store is granted a liquor license, that is done by the Department of Revenue.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Ms. Regina Williams, Booker Washington Heights Organization President asked if the new zones will be established prior to the community input sessions.

Ms. Krista Hampton, Planning and Development Services Director said we met with Ms. Williams and her community and we understand their concerns. We will publish a draft map for input. Most single family districts will remain as single family districts.

Council closed the Zoning Public Hearing at 8:44 p.m.

There was a consensus of Council to schedule a work session within the next thirty days to review the draft Unified Development Ordinance and to schedule first reading consideration in six weeks.

ORDINANCES - FIRST READING

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

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-021 Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14.

RESOLUTIONS

49. Resolution No.: R-2019-018 Permitting the Fire Department to collect money for the Muscular Dystrophy Association - *Approved*

Upon a motion made by Mr. Baddourah and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2019-018 Permitting the Fire Department to collect money for the Muscular Dystrophy Association.



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

50. Resolution No.: R-2019-024 Authorizing the City Manager to execute a Contract for Purchase and Sale of Real Property between the City of Columbia and Columbia Venture, LLC for 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road (MWWTP), TMS #11000-01-06 - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-024 Authorizing the City Manager to execute a Contract for Purchase and Sale of Real Property between the City of Columbia and Columbia Venture, LLC for 199.65 acres along Simmon Tree Lane, Beltline Boulevard and Bluff Road (MWWTP), TMS #11000-01-06.

51. Resolution No.: R-2019-025 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements - *Approved*

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2019-025 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements.

52. Resolution No.: R-2019-027 Authorizing the City Manager to execute a Lease between the City of Columbia and EM&L (MS Joint Venture) for lease of the 4th floor of 1401 Main Street - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2019-027 Authorizing the City Manager to execute a Lease between the City of Columbia and EM&L (MS Joint Venture) for lease of the 4th floor of 1401 Main Street.

53. Resolution No.: R-2019-028 Authorizing the City Manager to execute any documents as approved by the City Attorney necessary to make repairs to or rebuild certain properties affected by the 2015 flood through implementation of the CDBG-DR Action Plan Programs of Columbia Housing Assistance Program (CHAP), Minor Repair Program (MRP) and Small Rental Repair Program (SRRP) - *Approved*



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

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-028 Authorizing the City Manager to execute any documents as approved by the City Attorney necessary to make repairs to or rebuild certain properties affected by the 2015 flood through implementation of the CDBG-DR Action Plan Programs of Columbia Housing Assistance Program (CHAP), Minor Repair Program (MRP) and Small Rental Repair Program (SRRP).

54. Resolution No.: R-2019-029 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Claudia E. Dupree, 3408 Keenan Dr., TMS# 09111-02-03) - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-029 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Claudia E. Dupree, 3408 Keenan Dr., TMS# 09111-02-03).

55. Resolution No.: R-2019-030 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Patrick M. Johnson, 1006 California Avenue, TMS #13710-03-06) - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-030 Authorizing the City Manager to execute any documents necessary to purchase properties affected by the 2015 flood through the Property Acquisition Program (Patrick M. Johnson, 1006 California Avenue, TMS #13710-03-06).

APPOINTMENTS

56. Food Policy Committee – *Consideration of this item was deferred.*
57. Hospitality Tax Advisory Committee

Mayor Benjamin nominated the reappointment of Chris Davis, Drew Hampton, and Terry Davis, while noting that the reappointment of Ms. Davis will require a supermajority vote of Council. He also nominated the appointment of Rosa Daniels, Chad Elsey, and Robert Williams, III.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Councilor Devine expressed concerns about Council's enforcement of the policy for appointing members for more than two terms. There is no consistency to it and it sends a bad message when we have people willing to serve.

Mayor Benjamin explained the policy to the audience. We've had some issues in the past where people served a very long time and we are trying to break out of that habit. Your concerns are duly noted and wholly accurate.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the reappointment of Mr. Chris Davis, Mr. Drew Hampton, and Ms. Terry Davis and the appointment of Ms. Rosa Daniels, Mr. Chad Elsey, and Mr. Robert Williams, III to the Hospitality Tax Advisory Committee for a two-year term as representatives of the restaurant industry.

Councilor Duvall nominated John Whitehead to serve in an ex-officio role. He would have a voice, but no vote.

Mayor Benjamin said John has been serving since we established the committee. He has been a fantastic chairman and has helped to shape this process. We have to put some parameters to that.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the appointment of Mr. John Whitehead to the Hospitality Tax Advisory Committee as an ex-officio member with non-voting rights.

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to approve the reappointment of Mr. Scott Smith and the appointment of Ms. Tiffany James, Ms. Lajola Broughton, Mr. Joseph Kendrick, and Mr. Matthew Bridges to the Hospitality Tax Advisory Committee for a two-year term as at-large representatives.

OTHER MATTERS

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

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

Councilor Rickenmann said we have to come up with a process to verify support from all residents living on the street where speed humps are being installed.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Ms. Teresa Wilson, City Manager said we will have more involvement by the Police Department and Fire Department. There are concerns about the toll humps are taking on vehicles.

Councilor Rickenmann asked staff to look at a pilot for installing speed cameras in school zones.

Upon a motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to approve the Installation of one (1) Speed Hump on Bannockburn Drive.

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

Councilor McDowell said there has been a collaborative effort shared with the Columbia Housing Authority, the United Way, Harvest Hope food bank, churches, pastors, and the whole city. It's called the relocation assistance program where Blue Cross Blue Shield has contributed \$20,000 and Richland County made an initial donation of \$150,000. Out of the 239 displaced families, 156 have identified new units/homes. So far, 83 families have not been able to find suitable housing. We continue to solicit your help as it relates to personal and household supplies.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to refer a presentation from staff on plastic particulates in water across the country to the Environment and Infrastructure Committee.

APPEARANCE OF THE PUBLIC

Ms. Lottie Myers appeared before Council on behalf of her sister Kershawn Johnson who is currently being detained at the Alvin S. Glenn Detention Center on a murder charge. She is disabled and has been there for almost six months. She offered additional details about her sister.

Mayor Benjamin said this is not the venue that she's going to be able to seek justice. Has she been assigned a public defender? We will make it a point to reach out to the public defender to make sure they are being responsive. The attorney is the best person to advocate in her interest. That is not something that we have any jurisdiction over at City Hall.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 19, 2019

Ms. Regina Williams, Booker Washington Heights Organization President thanked City Council for approving the baseball field at Bethel Bishop (Colony North Pointe). She inquired about the groundbreaking.

Councilor McDowell said there will not be a groundbreaking. When we break ground, we will be building.

Mayor Benjamin announced the Cornbread Festival on Saturday, March 23, 2019 from 11:00 a.m. to 7:00 p.m. at the corner of Main Street and Elmwood Avenue.

Councilor Devine said the 11th Annual Together We Can Read will be held on Tuesday, March 26, 2019.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 9:20 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Parks & Recreation

FROM: *Randy Davis, Director*

SUBJECT: Council is asked to approve a Memorandum of Understanding between the City of Columbia and the Midlands Junior Golf Foundation for the First Tee of Columbia Chapter at the James E. Clyburn Golf Center, as requested by the Parks and Recreation Department.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities, Provide high quality municipal services

ATTACHMENTS:

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

MEMORANDUM OF AGREEMENT

PURPOSE

Positively impact the lives of young people in the city of Columbia, SC through the game of golf and its values.

The City of Columbia Parks and Recreations referred to as the "City of Columbia"

and

The Midlands Junior Golf Foundation, a nonprofit organization, doing business as The First Tee of Columbia Advisory Board

Hereinafter referred to as "Board"

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into by and between The City of Columbia and the Board is effective on this _____ day of May 2019 and will continue in force as designated in Section 13.1 Term of Agreement.

ARTICLE I: RECITALS

1.1 WHEREAS, the South Carolina Code of Laws authorizes the City of Columbia to perform any of its functions or furnish any of its services, and participate in the financing thereof, by contract with any individual, corporation, state or political subdivision or agency thereof or with the United States Government or agency thereof;

1.2 WHEREAS, the City of Columbia desires to cooperate with the Board in the continued implementation of the First Tee of Columbia Chapter License and Program Development Agreement (the "First Tee of Columbia") as hereinafter provided;

1.3 WHEREAS, the City of Columbia has the authority to enter into this Agreement as evidenced by its governmental purpose of administering in the public welfare, and for public recreational and park purposes, the director of the parks and recreation, subject to the city manager, shall have administrative supervision over the department of parks and recreation and shall be responsible for those activities and recreation programs and shall perform such additional duties as may be assigned by the city manager (Ord. No. 2016-092, 12-20-16);

1.4 WHEREAS, the City of Columbia is the owner and operator of The James E. Clyburn Golf Center ("Golf Center") in Columbia;

1.5 WHEREAS, the public purpose of the First Tee of Columbia is described as: Provide life skills and golf skills programming to the youth of the City of Columbia and Richland County, South Carolina;

1.6 WHEREAS, The First Tee of Columbia has been operated by the City of Columbia Parks and Recreation since 2004 and has provided a curriculum of life skills and golf skills to program participants. While the programming offered by The First Tee of Columbia has been successful, the current program is limited by the certain restrictions on funding of The First Tee of Columbia;

1.6 WHEREAS, the City of Columbia has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II: SCOPE OF SERVICES

2.1 The Board has been created to provide fundraising, advisory guidance, and financial support to expand the First Tee of Columbia's programming in the City of Columbia and Richland County. When fully organized, the Board will maintain a bank account for all funds donated to the First Tee of Columbia, provide financial and fundraising guidance to the First Tee of Columbia, and maintain an advisory board that will provide advice on programming. The Board will operate in coordination with and with guidance from The First Tee (a division of the World Golf Foundation in St. Augustine, Florida).

2.2 The First Tee of Columbia will remain a City of Columbia program. The City of Columbia will continue to support this program by providing facilities and staffing support per the Chapter License and Program Development Agreement.

ARTICLE III: DELIVERABLES

3.1 Deliverables: It is agreed that the City of Columbia will provide use and access to the Golf Center to The First Tee of Columbia participants in accordance with the minimum access and program use requirements of The First Tee (a division of the World Golf Foundation in St. Augustine, Florida). In cooperation with The City of Columbia, The First Tee of Columbia will continue to provide and administer golf instruction and/or classroom instruction incorporating The First Tee Life Skills Experience curriculum for a minimum of 250 hours per calendar year at the Golf Facilities. The First Tee of Columbia and The City of Columbia will specify and agree upon any and all golf instructors employed by the The First Tee of Columbia. Notwithstanding the foregoing, the City of Columbia will be responsible for the screening, employment and training of all of the City of Columbia's employees, including the golf instructors. The City of Columbia and all First Tee of Columbia golf instructors shall be responsible for the supervision of the participants and shall ensure the safe and respectful use of the Golf Center by all persons accessing the same under this Agreement. The City of Columbia will also provide range balls at no charge and free use of the range, practice putting and practice chipping facilities, for each qualified The First Tee of Columbia participant wishing to obtain certification under The First

Tee's curriculum. The parties expect that the foregoing minimum criteria will likely be exceeded as the parties work together to impact the lives of young people through the game of golf and its values.

3.2 Within ten (10) business days from the date of the execution of this Agreement, the City of Columbia shall transfer all monies held by the City of Columbia and/or the City of Columbia's Parks and Recreation Foundation for the benefit of the First Tee of Columbia to the Board, via check made payable to The Midlands Junior Golf Foundation, to be held by the Board for the purpose of fundraising for the First Tee of Columbia.

ARTICLE IV: PAYMENT TERMS

4.1 In consideration of the services described above, the City of Columbia hereby agrees to continue to provide benefits to The First Tee of Columbia in the form of use and access to its Golf Center as described above, as well as the staffing identified, in the First Tee Chapter License and Program Development Agreement, which terms are incorporated herein.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Board in the performance of this Agreement shall be reimbursed or paid by the City of Columbia unless agreed upon in writing by the parties.

ARTICLE V: TERMINATION FOR CAUSE

5.1 The City of Columbia may terminate this Agreement for cause based upon the failure of the Board to comply with the terms and/or conditions of the Agreement; provided that the City of Columbia shall give the Board written notice specifying the Board's failure. If within thirty (30) days after receipt of such notice, the Board shall not have either corrected such failure or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City of Columbia may, at its option, place the Board in default and the Agreement shall terminate on the date specified in such notice. The City of Columbia may exercise any rights available to it under South Carolina law to terminate for cause upon the failure of the Board to comply with the terms and conditions of this Agreement; provided that the City of Columbia shall give the Board written notice specifying the Board failure and a reasonable opportunity for the Board to cure the defect.

ARTICLE VI: TERMINATION FOR CONVENIENCE

6.1 The City of Columbia may terminate the Agreement at any time by giving thirty (30) days written notice to the Board. Upon receipt of notice, the Board shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

ARTICLE VII: OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

7.1 All work product, including records, reports, documents and other material delivered or Transmitted to the Board by the City of Columbia, shall remain the property of The City of Columbia and shall be returned by the Board to the City of Columbia, at the Board's expense, at

termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Board in connection with performance of the services contracted for herein, shall become the property of the City of Columbia, and shall, upon request, be returned by the Board to the City of Columbia at the Board's expense at termination or expiration of this Agreement. The City of Columbia shall not be restricted in any way whatsoever in the use of such material.

7.2 Confidentiality. The above-referenced work product shall be held confidential by the Board and shall not be shared with any other entity without the express consent of The City of Columbia.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Board under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Board.

ARTICLE VIII: ASSIGNMENT

8.1 The Board shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the City of Columbia. Additionally, The First Tee of Columbia shall not subcontract any work to any party without the prior written consent of The City of Columbia.

ARTICLE IX: AMENDMENTS IN WRITING

9.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE X: TERM OF AGREEMENT

10.1 The term of this Agreement shall commence on the date first above written and shall continue in effect until December 31, 2021, unless sooner terminated as provided in Paragraphs V and VI.

ARTICLE XI: DISCRIMINATION CLAUSE

11.1 The Board agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the The First Tee of Columbia agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The The First Tee of Columbia agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the The First Tee of Columbia, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII: PARTIAL INVALIDITY; SEVERABILITY

12.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIII: ENTIRE AGREEMENT; MODIFICATION

13.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XIV: CONTROLLING LAW

14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of South Carolina.

ARTICLE XV: RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

15.1 The Board is engaged by the City of Columbia for the purposes set forth in this Agreement. The relationship between the Board and the City of Columbia shall be, and only be, that of an independent contractor and the Board shall not be construed to be an employee, agent, partner of, or in a joint venture with the City of Columbia.

ARTICLE XVI: ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

16.1 The City of Columbia and the Board expressly agree that the Board is an independent contractor and, as such, expressly agree that the City of Columbia shall not be liable to the Board or to anyone employed by the Board for any benefits or coverage as provided by the Worker's Compensation Law of the State of South Carolina.

ARTICLE XVII: FORCE MAJEURE

17.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XVIII: COVENANT AGAINST CONTINGENT FEES

18.1 The Board warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Board, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Board any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, The City of Columbia shall have the right to annul this Agreement without liability or, in the City of Columbia's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XIV: REMEDIES FOR DEFAULT

19.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of South Carolina.

ARTICLE XX NOTICES

20.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

The City of Columbia
Teresa Wilson
1136 Washington Street
Columbia, SC 29201

The Midlands Junior Golf Foundation
c/o Parker Poe Adams & Bernstein LLP
John G. Tamasitis
1221 Main Street, Suite 1100
Columbia, SC 29201

By signing this Agreement, The City of Columbia and the Chapter fully acknowledge their consent and understanding of, and commitment to, the terms and guidelines set forth above.

[signatures on following page]

The City of Columbia

Name: Teresa B. Wilson

Its: City Manager

Date:

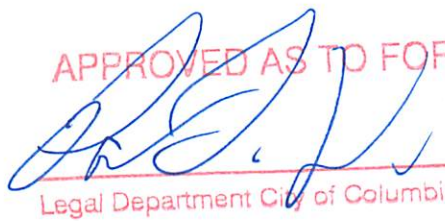
The Midlands Junior Golf Foundation

By: John G. Tamasitis

Its: Incorporator and Registered Agent

Date:

APPROVED AS TO FORM



Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a three-year Contract for Auditing Services ending June 30, 2021, as requested by the Finance Department. Award to Scott and Company, LLC in an amount not to exceed \$141,975.00. This firm is located in Columbia, SC.

REQUISITION NO.: R197118

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Accounting - Audit Costs 1011401-635600 \$70,987.50 and Finance Water Admin - Audit Costs 5511409-635600 \$70,987.50. The original budgeted amount for year one is \$141,975.00.

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The Department of Procurement & Contracts received two (2) responsive and responsible proposals for RFP017-18-19-ASH for Auditing services for the Finance Department. The initial contract term will be for three (3) years, with an option to extend two (2) additional one-year periods, if mutually agreed upon in writing. The total contract term shall not exceed beyond June 30, 2024.

I respectfully request City Council's approval for this service from the highest ranked responsive and responsible company, Scott and Company, LLC., at the following rates.

Year Work is Performed	Audit Period	Total
2019 - 2020	2018 - 2019	\$141,975.00
2020 - 2021	2019 - 2020	\$134,700.00
2021 - 2022	2020 - 2021	\$137,600.00
2022 - 2023	2021 - 2022	\$140,350.00
2023 - 2024	2022 - 2023	\$143,100.00

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:

ATTACHMENTS:

- **#a:** Final Technical Proposal for City (PDF)
- **#b:** Auditing Services Professional Services Agreement (PDF)



CITY OF COLUMBIA

Proposal to provide professional audit and tax services to:

CITY OF COLUMBIA, SOUTH CAROLINA

RFP017-18-19-ASH Auditing Services

FOR THE YEARS ENDING JUNE 30, 2019 AND 2020

MARCH 22, 2019 10:00 A.M. (EST)

Submitted By:



*Scott and Company LLC
1441 Main Street, Suite 800
Post Office Box 8388
Columbia, South Carolina 29202
(803) 256-6021*

Contact Persons: Donald J. Mobley, CPA, Managing Member
dmobley@scottandco.com

John M. Price Jr., CPA, Member, Tax and Advisory Services
jprice@scottandco.com

I certify that this submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response to this RFP, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the RFP and certify that I am authorized to submit this response. By submitting this response to the City of Columbia, I offer and agree that if the response is accepted, I will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing related to the particular commodities or services purchased or acquire by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency proffers final payment.

Donald J. Mobley
Authorized Signature (Print)

Donald J. Mobley
Authorized Signature w/Title
Managing Member

dmobley@scottandco.com
E-mail Address

TABLE OF CONTENTS

Letter of Transmittal	1
Executive Summary	A
Experience, Qualifications, and Technical Competence	B
Proposed Project Approach, Availability, and Schedule	C
Past Performance of Similar Projects	D
Work Sample	E
DBE and Subcontractor Participation	F
Additional Information	G

March 22, 2019

City of Columbia
Department of Procurement and Contracts
Attn: Anita Higgins, Buyer
1800 Main Street, 2nd floor
Columbia, South Carolina 29201

Attn: RFP017-18-19-ASH Auditing Services

Dear Ms. Higgins:

We are very pleased to submit our proposal to provide audit and tax services to the City of Columbia (the "City") to serve as independent auditor for the years ended June 30, 2019 and 2020, with the option to renew or continue with the work for one (1) additional one-year period, if mutually agreed upon.

Scott and Company LLC is registered with the City of Columbia's Compliance Office as a certified Local Business Enterprise (LBE).

The City of Columbia will be a very important client to our firm. We are very excited about the opportunity to perform this audit and tax work for you. Please call me if I can answer any questions about our proposal. You can reach me at (803) 256-6021. I can also be reached by email, dmobley@scottandco.com. Our physical location and mailing address are both listed at the bottom of this letter.

Very truly yours,



Donald J. Mobley, CPA
Managing Member

EXECUTIVE SUMMARY

Scott and Company LLC is a progressive and forward thinking South Carolina firm of certified public accountants with a tradition of excellence. Our office is located in downtown Columbia. We offer full professional accounting services, including assurance and advisory, tax and advisory, and management consulting services. The firm has seventeen professionals, two administrative employees and two interns. Our audit professionals perform only attest engagements and accounting consulting and our tax professionals only perform tax engagements and tax consulting.

To illustrate our firm's capacity to get the job done, we are in the process of completing the seventeenth year of the audits of the 46 South Carolina county partnerships of the South Carolina Office of First Steps to School Readiness. These audits had never been done before we did them in 2002. We also completed eleven audits of Charleston County, South Carolina, one of the state's largest counties, through the year ended June 30, 2018. Part of the service provided to Charleston County included the review of its Comprehensive Annual Financial Report ("CAFR"). We completed this audit on time and the County's CAFR was submitted to the Government Financial Officer's Association for consideration under its Certificate of Excellence Program. Charleston County has received the reward for the first ten years of our involvement, and are waiting on results for the eleventh year. We also timely completed the audits of the South Carolina Department of Transportation and South Carolina Transportation Infrastructure Bank for the years ended June 30, 2004 through 2018. Some of the same professionals who worked hard on these audits are proposed to work on the City's audits.

Scott and Company LLC already has extensive knowledge of some of the accounting policies and procedures that exist at the City. In January 2008 our firm was involved with the accounting function of the City. We were hired by the Municipal Association of South Carolina to help the City close its 2007 accounting records and to prepare the 2007 Comprehensive Annual Financial Report (CAFR). That relationship continued into 2008 and we worked very hard to complete the 2008 CAFR. We continued to prepare the City's CAFR for another four years. In addition, our personnel worked with the IFAS Financial System at the City, Charleston County, and Berkeley County, and we know how to run many of the reports that will be needed to perform audits of the City. Selecting our firm will save the City a substantial amount of money as we already have an in-depth understanding of the City's internal controls, accounting processes and financial reporting.

We can hit the door running on these audits. We are accustomed to meeting client deadlines and are committed to meeting the deadlines as outlined in the request for proposal. Each fiscal year we will complete the audits for the City by December 15, as outlined in the RFP.

We will perform the audit of the City's basic financial statements and component unit financial statements in accordance with (a) generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA) including the AICPA's Industry Audit Guide, Audits of State and Local Governmental Units; (b) Standards for Audit of Governmental Organizations, Programs, Activities and Functions (excluding the review of economy and efficiency of operations and program results) as published by the Comptroller General of the United States (*Government Auditing Standards*); (c) the provisions of the United States Office Management and

Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements (“Uniform Guidance”); and (d) any other applicable Federal, State, Local Regulations or Professional Guidance not specifically listed above. We will issue reports on the City’s basic financial statements, the component units’ financial statements, a report on internal control and compliance under *Government Auditing Standards* and a report on compliance and internal control under Uniform Guidance.

We will begin our planning of the audits for the year ended June 30, 2019 as soon as possible after we are awarded the contract so the audit can be completed and reports issued by the December 15 deadline. Our plan will be to do as much work as possible before the end of the year. Areas that could be done prior to June 30 would include inquiries of management, systems documentation, identification and research of issues, preparation of a detailed budget, consideration of fraud, preparation of confirmations, and workpaper setup, among other things.

During our interim work, which would be performed during May or June, we would perform most of our internal control testing and documentation. We would also preliminarily complete our accounting and disclosure checklist using the 2018 financials, to identify as many financial reporting issues prior to the beginning of our year-end fieldwork as possible. We would also finalize our decision regarding the accounts for which we need to send external confirmations.

We will begin our year-end fieldwork as soon after June 30 as the City is ready for us to begin. There is so much interim work that could be done, we could probably start work before the books are closed. However, we understand that the accounting personnel are going to be very busy in the few months after year-end getting the books closed and will probably not have much time to interact with auditors until around the first of October.

At year-end, our focus will be primarily on the significant areas of the audit: cash, receivables, capital assets, accounts payable, accrued salaries and related benefits, accrued compensated absences, capital leases and debt, revenues, expenses, pensions and OPEB. We will also perform our single audit procedures during our year-end fieldwork.

As discussed above, the reporting phase of the audit will begin during our planning and interim procedures when we complete our accounting and disclosure checklist on the City’s prior year CAFR. We plan to complete this review on the prior year financials to get a head start on the financial reporting process and to get as many financial reporting issues out on the table as possible prior to the beginning of year-end fieldwork.

Some of the procedures that will be performed during the reporting phase of the audit are: assistance with the preparation of financial statements, agreeing financials to audit workpapers, discussing and resolving financial reporting and accounting issues, footing and proofing of financial statements, and ensuring compliance with professional standards. We will also prepare the drafts of single audit reports, schedule of federal expenditures and schedule of findings and questioned costs.

Our services will include preparing the Internal Revenue Service Form 990, Tax Return of Organization Exempt from Income Tax, with applicable schedules and related filings for the City. It is our understanding that the City will assume responsibility for forwarding the completed Form 990 to the Internal Revenue Service.

As the proposed audit engagement member, Don Mobley will be your primary point of contact for the audits of the City. He is authorized to make representations for Scott and Company LLC and is authorized to bind the firm. He will be the member responsible for the overall quality of the work papers and reports, the resolution of audit, accounting and reporting issues, and will ensure that the City receives the best possible client service. Don has over thirty-five years of public accounting experience and has had significant experience with government engagements throughout his career, which are noted in the qualifications section of this proposal.

John Price, the proposed tax engagement member, will ensure that the City is provided with timely and effective tax services. John has more than thirty years of experience preparing and reviewing tax returns, including Form 990, for nonprofit entities. His qualifications and experience are also noted in the qualifications section of this proposal.

Chris Halkowitz, the proposed concurring review member, Michael Slapnik, the proposed senior manager, and Emma Dunovant, the proposed audit supervisor, also have many years of governmental auditing experience, including Single Audits. Their qualifications and experience are noted in the qualifications section of this proposal. Michael and Chris were both key in our preparing the City's financial statements in 2008 through 2012.

As a local firm that is an integral part of the community, we are able to offer a wide range of services much like a national firm through our independent alliance with BDO Alliance USA. BDO is the sixth largest CPA firm in the U.S. and the fifth largest internationally. For more than fifteen years, our firm has been an independent member of the BDO Alliance USA. BDO Alliance USA is among the industry's largest and most successful associations of accounting, consulting, and professional service firms. With more than 400 independent Alliance firm members, the Alliance represents nearly every state and includes a comprehensive range of services. Member firms are fully autonomous, united in mindset, caliber of service, and spirit of collaboration to the benefit of all involved. BDO offers their Alliance firms access to the resources and opportunities of the world's 5th largest accounting and consulting network. This gives us greater depth and breadth. We can call upon BDO's vast resources in fulfilling our engagement responsibilities should they be needed.

RFP017-18-19-ASH Auditing Services



APPENDIX I

City of Columbia
Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that My Company meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications will be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. *Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.

- ☒ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). *Please provide a copy of the owners driver's license.
- ☒ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). *If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.
- ☒ Has a business license in one of the 8 counties making up the CSA jurisdiction. *Please provide a copy of your business license.
- ☒ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
 8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.
- ☒ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. *Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.
- ☒ *Please provide a copy of your company's w-9.

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: Scott and Company LLC

Address: 1441 Main St, Ste 800 Type of Products or Services: Professional Accounting Services
Columbia, SC 29201

Please self-identify ownership as one: Minority ☐ Women-owned ☐ Other ☒ (tracking purposes only) Small Business

Current Business License Number: 32711 County? Richland

Phone Number: 803-256-6021 Email: dmobley@scottandco.com COC Vendor # V011431

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: Donald J. Mobley (Print) Donald J. Mobley (Signature)

NOTARY - Sworn to before me this 13th day of March 2019

Notary Public for the State of South Carolina My Commission Expires: 07/13/2027

Notary Name: Julie S. Chavis (Print) Julie S. Chavis (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities

Attn: LBE Administrator / Team

PO Box 147 / 1136 Washington Street, 5th Floor

Tel: (803) 545-3049

Fax: (803) 545-4130

Email: jmnelly@columbiasc.net or agdriggers@columbiasc.net

☒ Qualified ☐ Not Qualified

Kalene M. Minter
 (Compliance Authorized Signature)

3/14/2019
 (Date)

Revised Date 8/29/2017

APPENDIX II - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

**RFP017-18-19-ASH
Request for Proposals
Auditing Services**

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, Donald J. Mobley (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

RFP017-18-19-ASH Auditing Services

3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. Anita Higgins is the Procurement/Contracting Officer for this solicitation."

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐ ☒ No known actual or potential Conflicts of Interest are subject to disclosure.

☐ ☐ All identified actual or potential Conflicts of Interest and/or Unfair

Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

RFP017-18-19-ASH Auditing Services

9. Has anyone in your company been privy to any information regarding the RFP017-18-19-ASH solicitation prior to March 6, 2019? If so, please explain.

No

10. Prior to the solicitation release date on March 6, 2019, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

No

Company Name: Scott and Company LLC

By: *Donald J. Mobley*

Print Name: Donald J. Mobley

Title: Managing Member

Date: March 22, 2019

Subscribed and sworn to before me

this 22nd day of March, 2019

Julie A. Chavis
(Notary Public)

My commission expires July 13, 2027

APPENDIX III - SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

INCLUDING LABOR SURPLUS UTILIZATION PLAN

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

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

SBE ☒ MBE ☐ WBE ☐ Other _____

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

Total **SBE Participation Percentage** to be subcontracted 5 %

Total **MBE Participation Percentage** to be subcontracted 0 %

Total **WBE Participation Percentage** to be subcontracted 0 %

Total **Other DBE Participation Percentage** to be subcontracted 0 %

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

N/A

LABOR SURPLUS UTILIZATION PLAN

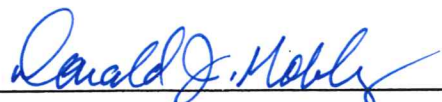
In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for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

Define the LSA here _____

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

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

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



Signature

Donald J. Mobley

(Print Name)

March 22, 2019

Date

Scott and Company LLC

Business Name

EXPERIENCE, QUALIFICATIONS AND TECHNICAL COMPETENCE

Scott and Company LLC is a progressive and forward thinking South Carolina firm of certified public accountants with a tradition of excellence. Our office is located in downtown Columbia. We offer full professional accounting services, including assurance and advisory, tax and advisory, and management consulting services. The firm has seventeen professionals, two administrative employees and two interns. Our audit professionals perform only attest engagements and accounting consulting and our tax professionals only perform tax engagements and tax consulting.

Scott and Company LLC is a member of the American Institute of Certified Public Accountants ("AICPA"). We are also a member of the AICPA's Governmental Audit Quality Center and are held to the highest possible standards of the profession. We are required to undergo a peer review of our practice every three years. In the summer of 2017, our firm had its most recent external peer review which also included a review of a specific government engagement. This review was performed by the CPA firm Haddox Reid Eubank Betts, PLLC. We are proud to say that we received a pass, which is the best report you can get. A copy of our External Quality Control Review Report is included in this section.

Don Mobley, CPA, the firm's managing member and the proposed engagement member, has been doing government audits throughout his 35 year public accounting career, primarily in the audit departments of KPMG, Deloitte, and Scott and Company. Don will be responsible for the overall quality of the work papers and reports, the resolution of audit, accounting and reporting issues. and will ensure that the City receives the best possible client service. Don's governmental experience includes the City of Columbia; City of Mauldin; the City of Greenville; Charleston County, South Carolina; Berkeley County, South Carolina; Horry County, South Carolina; the State of South Carolina statewide GAAP and single audits; South Carolina Department of Transportation; South Carolina Transportation Infrastructure Bank; South Carolina Department of Employment and Workforce and Unemployment Trust Fund; South Carolina Office of the State Treasurer; Myrtle Beach International Airport; Richland/Lexington Airport District (Columbia Airport); among others. His nonprofit experience includes working on the audits of the South Carolina Office of First Steps and the South Carolina Cable Television Association and Foundation. Don is a certified public accountant in South Carolina and is a member of the American Institute of Certified Public Accountants ("AICPA") and the South Carolina Association of Certified Public Accountants ("SCACPA").

John Price, CPA, the proposed tax engagement member, is a member in the firm's tax and advisory services department. John will ensure that the City is provided with timely and effective tax services. John has over thirty years of experience preparing and reviewing tax returns for entities in various industries. John's experience preparing tax returns, including IRS Form 990, include clients such as the National Association for Campus Activities Foundation, Lexington/Richland Alcohol and Drug Abuse Council, Inc., Columbia Museum of Art, South Carolina Eat Smart Move More Coalition, Junior Achievement of Upstate South Carolina, Inc., Riverbanks Zoo Society Foundation, Cultural Council of Richland and Lexington Counties, and United States Tennis Association, among others. John and our experienced tax staff will be responsible for your tax compliance needs. John will also be available as needs arise in the areas of tax consultation and planning. John is a member of the American Institute of Certified Public Accountants ("AICPA") and the South Carolina Association of Certified Public Accountants ("SCACPA").

Chris Halkowitz, CPA, CFE, the proposed concurring review member, serves as a contracted consultant in the firm's assurance and advisory services department. Chris is an experienced accounting professional who has worked on numerous governmental and nonprofit engagements and will be responsible for performing the concurring (2nd partner) review of all of the audit services provided to the City. Chris will be responsible for ensuring that the engagement procedures are performed and reported in accordance with professional standards. Chris has over ten years of accounting and auditing experience. He is a Certified Fraud Examiner ("CFE") and is knowledgeable in fraud prevention and deterrence and fraud investigation. Chris also supports legal counsel in fraud and financial related matters by preparing documentary evidence and assisting in loss valuations and recovery efforts. His experience is in various areas such as governmental, nonprofit, manufacturing, and services industries. Chris has performed audits for the following government clients, including City of Columbia; City of Mauldin; Town of Hilton Head Island; Charleston County, South Carolina; South Carolina Department of Transportation; South Carolina Department of Administration; South Carolina Department of Disabilities and Special Needs; South Carolina Department of Motor Vehicles; South Carolina Department of Vocational Rehabilitation; Chester Metropolitan District; Chester Sewer District; and Junior Achievement of Upstate South Carolina; among others. Chris is a member of the American Institute of Certified Public Accountants ("AICPA"), the South Carolina Association of Certified Public Accountants ("SCACPA"), and the Association of Certified Fraud Examiners ("ACFE").

Michael Slapnik, CPA, the proposed audit senior manager, is a member in the firm's assurance and advisory services department. Michael has over twenty years of accounting and auditing experience and will be responsible for all areas of the audit and to ensure that the audit is performed in accordance with the firm's quality control policies and procedures. His experience is in various areas such as governmental, nonprofits, utilities, manufacturing, and services industries. Michael's governmental experience includes the City of Columbia; South Carolina Department of Transportation; South Carolina Department of Employment and Workforce and Unemployment Trust Fund; Chester Metropolitan Water and Sewer Districts, City of Mauldin, South Carolina Transportation Infrastructure Bank; Richland/Lexington Airport District; the Horry County Department of Airports; the Catawba Indian Nation, and South Atlantic Fishery Management Council, among others. Michael's nonprofit experience includes the National Association for Campus Activities Foundation, Congaree Land Trust, Riverbanks Zoo Society Foundation, South Carolina Cable Television Foundation, the South Carolina Office of First Steps to School Readiness, SCETV, Columbia College, Benedict College, Columbia Museum of Art, United States Tennis Association, Cultural Council of Richland and Lexington Counties, Junior Achievement of Upstate South Carolina, Inc., General Synod Associated Reformed Presbyterian Church, Palmetto Medically Fragile Children, Southern Carolina Regional Development Authority, and several churches, among others. Michael is a member of the American Institute of Certified Public Accountants ("AICPA") and the South Carolina Association of Certified Public Accountants ("SCACPA"). Michael is also past-president and serves on the nominations committee of the Juvenile Diabetes Research Foundation and as past-chairman of the Friends of the Accounting Department, an alumni board at the University of South Carolina.

Emma Dunovant, the proposed audit supervisor, has thirteen years of accounting and auditing experience, all of which include audit experience with governmental entities. Emma is an audit supervisor in the firm's assurance and advisory services practice and will be involved in the day-to-day activities of the engagement. She will be responsible for the completion of the fieldwork

portion of the audit and the preparation of the audit work papers. Her experience include performing assurance and advisory services for governmental, nonprofit, manufacturing, healthcare, and employment benefit plans. Emma has served on the audits of Charleston County, South Carolina; Berkeley County, South Carolina; Horry County, South Carolina; the South Carolina Department of Employment and Workforce; South Carolina Department of Transportation; and the South Carolina Universal Service Fund. Her nonprofit experience includes working on the audits of the National Association for Campus Activities Foundation; Riverbanks Zoo Society Foundation; Columbia Museum of Art; South Carolina Eat Smart Move More Coalition; South Atlantic Fishery Management Council, and the United State Tennis Association, among others. She is an affiliate member of the American Institute of Certified Public Accountants ("AICPA") and the South Carolina Association of Certified Public Accountants ("SCACPA").

Scott and Company LLC and its professionals have extensive experience performing government audits. A representative list of our clients, past and present, or clients that have been served by our members and managers in the government area, is as follows:

- City of Columbia
- Charleston County, South Carolina
- Berkeley County, South Carolina
- Horry County, South Carolina
- Horry County Department of Airports
- Town of Hilton Head, South Carolina
- City of Greenville, South Carolina
- City of Mauldin, South Carolina
- South Carolina Department of Transportation
- South Carolina State Accident Fund
- The South Carolina Infrastructure Bank
- The South Carolina Universal Service Fund
- Chester Metropolitan and Sewer Districts
- South Carolina Department of Employment and Workforce
- South Carolina Unemployment Compensation Fund
- Chester Sewer District
- Lancaster County Water & Sewer District
- Richland/Lexington Airport District
- James Island Public Service District
- Greenville County, South Carolina
- State of South Carolina
- South Carolina Office of First Steps to School Readiness
- The Governor's Office of the State of South Carolina
- Town of Winnsboro, South Carolina
- Anderson County School District One
- Office of the Comptroller General of South Carolina
- Patriot's Point Development Authority
- South Carolina State Ports Authority

HADDOX
REID
EUBANK
BETTS PLLC

CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 28, 2017

To the Partners of
Scott and Company LLC
and the Peer Review Committee of the
Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Scott and Company LLC (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Scott and Company LLC in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Scott and Company LLC has received a peer review rating of *pass*.

Hadden Reid Emmons Betts PLLC

APPENDIX IV – QUALIFICATION AND EXPERIENCE QUESTIONNAIRE

This form is Mandatory.

Failure to answer all of the following questions may result in disqualification and potentially a lower evaluation rating. If interested potential firms or contractors have any questions, contact the Procurement and Contracts Department at 803-545-3470. Completing this questionnaire does not guarantee any approval or prequalification of the bidder's submission. The City of Columbia reserves the right to reject any or all solicitations and to waive informalities in accordance with the City's procurement code and internal policies and procedures.

All requirements outlined in RFP017-18-19-ASH will be applicable and should be thoroughly reviewed prior to completing this form.

Section 1. GENERAL INFORMATION

1. a. General Company information (Primary/Main office location)

Scott and Company LLC
Applicant Company Name

1441 Main Street, Suite 800
Applicant Headquarters Address

Same
Applicant Local Office Address

Columbia, South Carolina 29201-0001
City/State Zip Code + 4

(803) 256-6021 (803) 256-8346
Phone number Fax number

Donald J. Mobley, Managing Member 803-256-6021
Name / Title / Phone No. of Person who can respond authoritatively to any questions about this statement.

Donald J. Mobley Michael J. Slapnik
Primary Contact Name Secondary Contact Name

dmobley@scottandco.com mslapnik@scottandco.com
Primary Contact Email Address Secondary Contact Email Address

57-1021392
Tax ID No. (Social Security No., if sole proprietor)

Organization

1. b. Business type (check box) ☐ Corporation ☐ Partnership ☒ Limited Liability Company ☐ Sole Proprietor ☐ Joint Venture

1. c. Type of Work (check box) ☒ Audit Services ☒ Accounting ☒ Other (please specify) Tax

1. d. Licensing information (Please provide all South Carolina professional licenses required for you to perform your services.)

RFP017-18-19-ASH Auditing Services

SC License Type (check box) ☒ Certified Public Accountant ☐ Certified Management Accountant ☐ Certified Financial Analyst ☐ Other (please specify)

SC License number N/A **License Limit/Level** N/A
State/County/City Privilege License (provide copy)

City of Columbia, South Carolina Business and Professional License Number: 32711

N/A

Name of organization in System for Acquisition Management (Sam.gov)

N/A

Data Universal System (DUNS) Number

N/A

Commercial and Government Entity (CAGE) Number

Bonding (NOT APPLICABLE)

1. e. (1) Attach letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project, on behalf of your firm or its agent licensed to do business in South Carolina, and verifying your company's capability and capacity based on your current value of work. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

Have you attached a surety letter? ☐ Yes ☐ No

1. e. (2) Have any funds been expended by a surety company on your firm's behalf? ☐ Yes ☐ No
 If yes, explain:

1. e. (3) List all surety companies that have provided bonds for your company for the past five (5) years, provide explanation, required, if more than one company.

Date	Firm	Reason
Date	Firm	Reason
Date	Firm	Reason

Insurance**1. f. Evidence of Insurance**

In order to prequalify, contractors must indicate that they can provide evidence of insurance coverage, see below, as follows should they subsequently be the successful bidder. Do you agree?

☒ Yes ☐ No

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors.

A.) **Owner & Contractor's Protective Liability Policy:** Issued in the City of Columbia an owner in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.

B.) **Commercial General Liability Insurance:** Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

C.) **Automobile Liability Insurance:** \$500,000.00 combined single limit per accident for bodily injury and property damage.

D.) **Excessive Liability Insurance:** Naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$10,000,000.00 for bodily injury, personal injury, property damage and products completed operations.

Size/Capacity

1. g. (1) How many full-time permanent employees work for the company?

19

1. g. (2) If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project?

Company has only one office location

Section 2. MANDATORY REQUIREMENTS**Company and Contractual Information**

2. a. (1) Number of years in business as a contractor under the company name listed in 1.a., above: 6 years. List any other names your firm operated under previously.

1 Scott and Company, LLP	2 Scott McElveen, L.L.P.	3 Scott, Holloway & McElveen, L.L.P.	4 Scott & Holloway, L.L.P.	5
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2. a. (2) List date, State and type of incorporation, partnership, or proprietorship establishment:

09-07-12 - SC - Limited Liability Company - Scott and Company, LLC

06-25-2010 - SC - Limited Liability Partnership - Scott and Company, LLP

06-21-1999 - SC - Limited Liability Partnership - Scott McElveen, L.L.P.

3 | Page 12-12-1997 - SC - Limited Liability Partnership - Scott, Holloway & McElveen, L.L.P.

06-21-1995 - SC - Limited Liability Partnership - Scott & Holloway, L.L.P.

RFP017-18-19-ASH Auditing Services

Date See page # 3 State/Type (incorporation, partnership/proprietorship)

1. a. (3) Is the Applicant related to another firm as a parent, subsidiary, or affiliate? ☐ Yes ☒ No

If yes, give names and addresses of all affiliated parent and/or subsidiary companies.

2. a. (4) List names of the firm principals appropriate to the type of the firm:

Corporation: President, Vice-president, Secretary, Treasurer

Partnership: Partners

Proprietorship: Owner

Other: List and explain

Title: Managing Member Full Name: Donald J. Mobley Yrs. Service: 17

Title: Member Full Name: John M. Price, Jr. Yrs. Service: 17

Title: Member Full Name: Anthony F. Pericelli Yrs. Service: 22

Title: Member Full Name: Michael J. Slapnik Yrs. Service: 16

Member

William C. West

15

2. a. (5) Submit a copy of your proposed team organization chart showing number of employees by discipline and the names and titles.

2. a. (6) Has your company ever performed substantially similar services and size as the City

☒ Yes ☐ No (Attach additional page if necessary)

If your company has performed work for the City of Columbia you must state below.

If yes, list the name of the agency/entity, value of revenues and complexity of client, Board Chair and Chief Financial Officer equivalent and contact names, contact phone numbers and contract dates for all contracts completed (or current) within the last five (5) years.

Entity	Value of Revenues and Complexity of Client	Contacts' Names	Contacts' Phone Numbers	Contract Dates
Charleston County, SC	437.5 million	Ms. Carla Ritter Finance Director	843-958-4612	June 30, 2008 to Present
Berkeley County, SC	221.3 million	Mr. Allen Milburn Finance Director	843-917-4309	June 30, 2017 to Present
SC Dept. of Transportation	1.5 billion	Kace Smith, Chief Financial Officer	803-737-1259	June 30, 2003 to Present

City of Columbia

355.3 million

Jan Alonzo
Finance Director

803-545-3409

June 30, 2007
to June 30, 2012

RFP017-18-19-ASH Auditing Services

2. a. (7) Within the last 5 years, has your organization been pre-qualified to bid on a substantially similar project and failed to submit a bid without notice of good cause before final bid date? ☐ Yes ☒ No If yes, on a separate sheet list name of project and reason you did not submit a bid.

Team Structure

2. b. (1) **Qualifications** – Provide structure reflecting authority, responsibility and proportion of time dedicated to this contract. You must include names of key personnel and their qualifications. + years of govnm't audit experience. 150 hours for this engagement

Don Mobley: Engagement Member-Responsible for overall quality of workpapers/reports. Ensure that City receives best client service. 35

Chris Halkowitz: Concurring Review Member-Responsible for concurring (2nd partner) review of audits/assurance. 7+ yrs of govnm't exp 40 hrs

Michael Slapnik: Sr Manager-Responsible for overseeing day-to-day engagement activities and supervise staff in prep of audit workpapers 300 hrs

2. b. (2) **Availability** – Are key personnel also proposed on any other projects for which bidding and contracting is pending? ☐ Yes ☒ No If yes, describe general availability and qualifications of potential substitutes.

Past Performance / Workload

2. c. (1) How many audits with a year end of June 30 or September 30, do you currently have under contract or in progress.
3. 18 (most of them are small) (#) of audits

2. c. (2) List your three largest audits within the past five years. References must be for different audits and include specific information.

#1 –Entity Name	Charleston County, South Carolina
Description of Work Performed	Audit of Financial Statements and Single Audit
Representative	Ms. Carla Ritter, Finance Director
Main Office Address	4045 Bridge View Drive, Suite B250 N. Charleston, SC 29405
Audit Manager	
Client Audit Manager Phone No. and Email	(843) 958-4612 critter@charlestoncounty.org
Status of Audit (Complete or In Progress)	Complete
If In Progress, what stage?	
Contract State Date	June 30, 2008
Contract End Date	Present

#2 –Entity Name	Berkeley County, South Carolina
Description of Work Performed	Audit of Financial Statements and Single Audit

RFP017-18-19-ASH Auditing Services

Owner Name/ Representative	Berkeley County
Owner Address	Post Office Box 6122 Moncks Corner, SC 29461-6120
Client Project Manager	Allen Milburn, Finance Director
Client Project Manager Phone No. and Email	(843) 719-4309 allen.milburn@berkeleycountysc.gov
Value	\$89,000
Status of Project (Complete or In Progress)	Complete
If In Progress, what stage?	
Contract Start Date	June 30, 2017
Contract End Date	Present

#3 –Entity Name	South Carolina Department of Transportation
Description of Work Performed	Audit of Financial Statements and Single Audit
Owner Name/ Representative	Kace Smith
Owner Address	955 Park Street, Columbia, SC 29201
Client Project Manager	Kace Smith, Chief Financial Officer
Client Project Manager Phone No. and Email	(803) 737-1259 smithk@scdot.org
Value	\$80,000
Status of Project (Complete or In Progress)	Complete
If In Progress, what stage?	
Contract Start Date	June 30, 2003
Contract End Date	Present

Similar Work

2. d. (1) List projects that you completed for similar services. (This can be a project listed in 2. B. (2).)

Entity Name	Charleston County, South Carolina
Description of Work Performed	Audit of Financial Statements and Single Audit
Owner Name/ Representative	Ms. Carla Ritter
Owner Address	4045 Bridge View Drive, Suite B250 N. Charleston, SC 29405

RFP017-18-19-ASH Auditing Services

Client Project Manager	
------------------------	--

2. d. (2) Provide a narrative of project highlights from 2. d. (1).

We have performed a full scope GAAP and Single Audit for many governments, including Charleston County, South Carolina. We have performed the Charleston County audit for the last eleven years. Charleston County is one of the largest local governments in South Carolina, similar to the City of Columbia. We have worked through issues and new pronouncements with them, including pensions and OPEB. Charleston County has received the Certificate of Achievement for Excellence in Financial Reporting for all of the eleven years we have done the audit. The Charleston County audit has been performed by an audit team residing in Charleston. The City of Columbia audit will be performed by a different team based in Columbia.

RFP017-18-19-ASH Auditing Services

Litigation/Claims

2. e. (1) Has your company ever failed to complete work awarded to it? ☐ Yes ☒ No

If yes, please provide project name(s), contact information for owner, year(s), and reason why.

Attach relevant documentation.

2. e. (2) Have you ever paid liquidated damages on any project? ☐ Yes ☒ No If yes, state the project name(s), year(s), and reason why.

2. e. (3) Has your company filed any claims on any previous services within the last five years? ☐ Yes ☒ No If yes, state the entity name(s), year(s), case number, and reason why.

2. e. (4) Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☒ No If yes, state the entity name(s), year(s), and reason why:

2. e. (5) Has your present company ever been suspended or debarred? ☐ Yes ☒ No If yes, state the year(s) and reason why:

2. e. (6) Has your present company principal (officer, director, or owner thereof) had any judgments entered against him within the past ten years for breach of Agreements for governmental or non-governmental construction, including but not limited to design-build or construction management? ☐ Yes ☒ No If yes, provide details of any such judgment:

RFP017-18-19-ASH Auditing Services

2. e. (7) Has your present company been found to be in substantial noncompliance with the terms and conditions of prior agreements with City of Columbia without good cause? ☐ Yes ☒ No
If yes, provide details of such instance:

2. e. (8) Has your present company been found to be in substantial noncompliance with the terms and conditions of prior agreements with any other public body without good cause?
☐ Yes ☒ No If yes, provide details of such instance:

Section 3. PROJECT SPECIFIC REQUIREMENTS

References

3. a. Please identify three (3) references most closely reflecting the type of development being requested for the proposed project. The substantially similar projects should have been completed within the last five (5) years. If the contractor has performed work for the City of Columbia, in the past or currently, the City must be stated as an additional reference (#4) to the three required non-City of Columbia references.

#1	
Entity Name	Charleston County, South Carolina
Owner Name/ Representative	See details in Section 2. c, (2)
Owner Address/Phone #	
Contract Dollar Value	
Contract Start Date	
Contract End Date	
Reference Letter Attached (y/n)	

#2	
Entity Name	Berkeley County, South Carolina
Owner Name/ Representative	See details in Section 2. c, (2)
Owner Address/Phone #	
Contract Dollar Value	

RFP017-18-19-ASH Auditing Services

Contract Start Date	
Contract End Date	
Reference Letter Attached (y/n)	

#3	
Entity Name	South Carolina Department of Transportation
Owner Name/ Representative	See details in Section 2. c, (2)
Owner Address/Phone #	
Contract Dollar Value	
Contract Start Date	
Contract End Date	
Reference Letter Attached (y/n)	

#4	City of Columbia Reference Only, if applicable
Owner Name/ Representative	See details in Section 2. a, (6)
Contract Dollar Value	
Contract Start Date	
Contract End Date	
Reference Letter Attached (y/n)	

[General project references were requested in section 2. a. (4), based on a "Yes" response, and 2. b. (2). If this comparable project information is already reflected in those responses, please simply identify the relevant projects and detailed information.]

Signature

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

Submitted by:

Scott and Company LLC

Company Name

1441 Main Street, Suite 800, Columbia, South Carolina 29201

Physical Address

Post Office Box 8388, Columbia, South Carolina 29202

Mailing Address

RFP017-18-19-ASH Auditing Services

a. Dated this day of: March 22, 2019Submitted by: Donald J. Mobley Donald J. Mobley Managing Member
Signature by Authorized Officer Print Title of Authorized OfficerPhone: 803-256-6021
Contact person's phone numberEmail: dmobley@scottandco.com
Contact person's E-mail address

b. Notary Certification:

South Carolina Richland CountyI, a Notary Public of the County and State aforesaid, certify that Donald J. Mobley,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official seal, this the 22nd day of March, 20
19

(Official Notary Seal or Stamp)

Julie S. Chairis
Signature of Notary PublicMy commission expires July 13, 2027

20

CITY OF COLUMBIA, SOUTH CAROLINA
BUSINESS AND PROFESSIONAL LICENSE

19

SCOTT AND COMPANY, LLC

P.O. BOX 8388
COLUMBIA, SC 29202

1441 MAIN ST STE 800
COLUMBIA, SC 29201

Location of Business

Notify this office of any change in location or ownership

LICENSE EXPIRES: December 31, 2019



DATE ISSUED: 03-14-19

TYPE OF BUSINESS: CPA

BUSINESS CODE: B99

LICENSE NUMBER: 32711

The issuance of this business license shall serve as a Zoning permit by the Zoning Administrator as required by § 17-83 of the Zoning Ordinance. In accordance with §17-85, a change in use, arrangement, location or construction may be deemed a violation of the Zoning ordinance.

The above named concern has been licensed to do business in Columbia, subject to the provisions of all ordinances of the city.

Zoning Administrator

Business License Administrator

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE PURSUANT TO SECTION 11-38

[Print this page](#)**Board: Accountancy****DONALD JOSEPH MOBLEY**

PO BOX 8388

COLUMBIA, SC 29202-8388

License number: 2588

License type: CPA

Issued: 04/14/1986

Expiration: 01/31/2020

Status: Active

Firm: Scott and Company LLC

Board Public Action History:[View Orders](#)[View Other License for this Person](#)[No Orders Found](#)[Print this page](#)**Board: Accountancy****JOHN MATTHEW PRICE JR**

PO BOX 8388

COLUMBIA, SC 29202-8388

License number: 3559

License type: CPA

Issued: 10/18/1990

Expiration: 01/31/2020

Status: Active

Firm: Scott and Company LLC

Board Public Action History:[View Orders](#)[View Other License for this Person](#)[No Orders Found](#)

[Print this page](#)**Board: Accountancy**

CHRISTOPHER ALEXANDER HALKOWITZ
107 EDGEBROOK DR
ANDERSON, SC 29621-2544

License number: 7865
License type: CPA
Issued: 08/27/2009
Expiration: 01/31/2020
Status: Active
Firm: SuggsJohnson, LLC

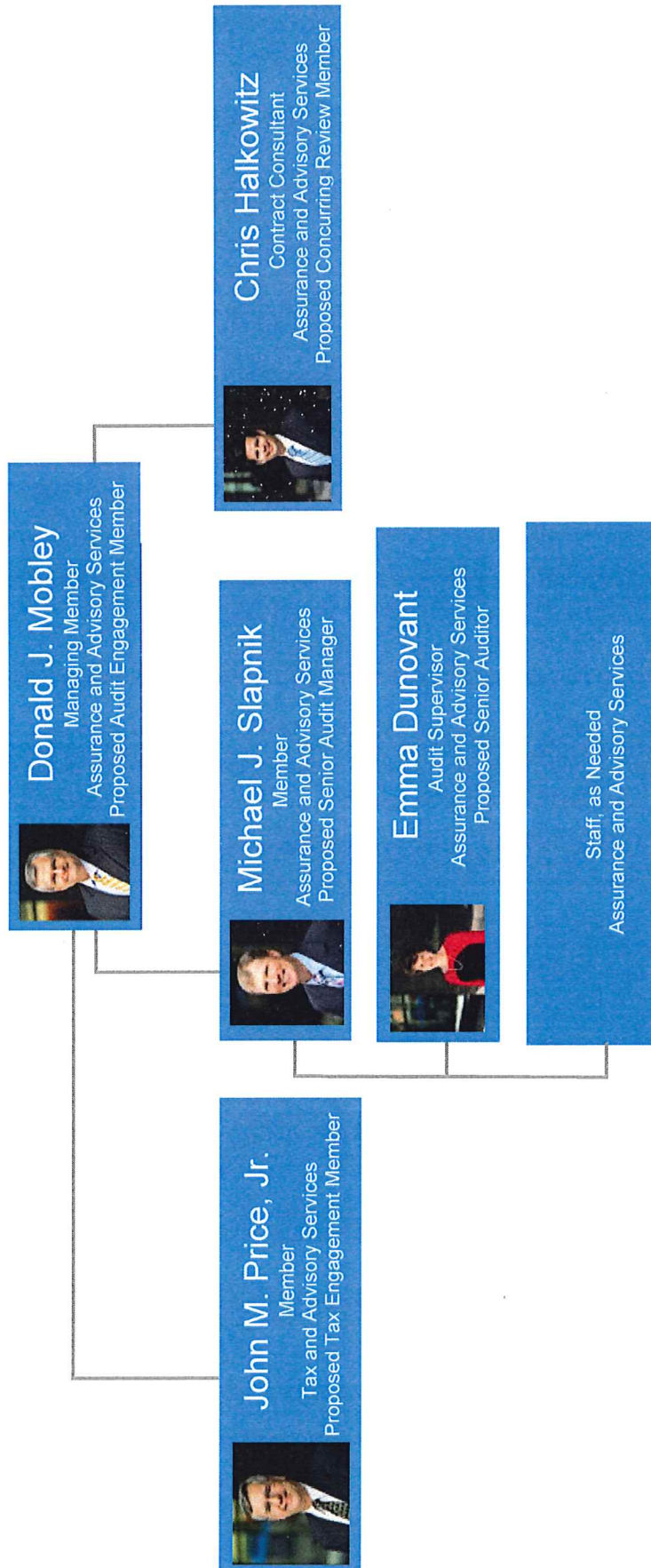
Board Public Action History:[View Orders](#)[View Other License for this Person](#)[No Orders Found](#)[Print this page](#)**Board: Accountancy**

MICHAEL JOHN SLAPNIK
PO BOX 8388
COLUMBIA, SC 29202

License number: 6239
License type: CPA
Issued: 09/27/2001
Expiration: 01/31/2020
Status: Active
Firm: Scott and Company LLC

Board Public Action History:[View Orders](#)[View Other License for this Person](#)[No Orders Found](#)

ORGANIZATION CHART



PROPOSED PROJECT APPROACH, AVAILABILITY, AND SCHEDULE

ENGAGEMENT SCOPE

Financial Audits

We will perform the audits in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States.

The primary purpose of the audits will be to express opinions on the basic financial statements of the City and the following five component units: Columbia Development Corporation; Columbia Housing Development Corporation; Eau Claire Development Corporation; TN Development Corporation; and Columbia Empowerment Zone, Inc. An audit is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly advise the City. No extended services will be performed without prior written authorization of the City. Upon completion of the audits, we will issue a letter to management with audit findings and suggestions for improvement of the accounting operations and processes of each entity audited.

Upon completion of the financial statement audits, we will issue the following reports for the year ended June 30, 2019.

- Report of Independent Auditor on the Basic Financial Statements of the City
- Reports of Independent Auditor of each of the five component units audited under the scope of this RFP
- Report of Independent Auditor on compliance and internal controls required by *Government Auditing Standards*
- Letter to Management

Compliance Audits

We will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

We will perform the audits in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States, the provisions of the United States Office Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements (“Uniform Guidance”), Audits of State, Local Governments, and Non-Profit Organizations and the Single Audit Act Amendments of 1996 issued by the American Institute of Certified Public Accountants.

Our objective will be to report on compliance and internal controls, at the financial statement and major program level.

Upon completion of the compliance audit, we will issue the following reports:

- Report on Compliance with Requirements Applicable to each Major Program and Internal Control over Compliance in Accordance with the provisions of the United States Office Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements (“Uniform Guidance”)
- Report on Schedule of Federal Expenditures

The reports will include a schedule of findings and questioned costs and will also include responses from management on all findings.

ENGAGEMENT APPROACH

The primary purpose of the audits is to express an opinion on the basic financial statements of the City and the financial statements of the following component units: Columbia Development Corporation; Columbia Housing Development Corporation; Eau Claire Development Corporation; TN Development Corporation; and Columbia Empowerment Zone, Inc. An audit is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly advise the management of the City. No extended services will be performed unless they are authorized in writing by the City. We will also audit the City’s major federal programs and report thereon.

We will express an opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles. We will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts in accordance with Single Audits.

Planning

We will begin our planning of the audits for the year ended June 30, 2019 as soon as possible after we are awarded the contract so the audit can be completed and reports issued by the December 15 deadline. Our plan will be to do as much work as possible before the end of the year. Areas that could be done prior to June 30 would include inquiries of management, systems documentation, identification and research of issues, preparation of a detailed budget, consideration of fraud, preparation of confirmations, and workpaper setup, among other things.

A preliminary budget for planning is as follows. Budgets included in this proposal are for total hours for both the City and its component units of 1338 hours for the year ended June 30, 2019.

Planning Budget	<u>Hours</u>
Inquiries of Management	8
Understanding of Systems	8
Documentation of Systems	8
Consideration of Fraud	16
Preparation of Detailed Budget	8
Identification and Research of Issues	8
Conduct Planning Meeting with Management	8
Perform Preliminary Analytical Review	8
Assess Risk	8
Design Procedures	8
Total Preliminary Planning Budget	<u><u>88</u></u>

Interim

We will make every attempt to get as much work done during interim as we can to relieve some of the stress and pressure during the months following year-end. We have experience doing audit work in this manner from working on other government audits.

During our interim work, which would be performed during May or June, we would perform most of our internal control testing and documentation. We would also preliminarily complete our accounting and disclosure checklist using the 2018 financials, to identify as many financial reporting issues prior to the beginning of our year-end fieldwork as possible. We would also finalize our decision regarding the accounts for which we need to send external confirmations.

Our summarized preliminary interim budget is as follows:

Interim Budget	<u>Hours</u>
Test of Internal Controls over Receipts	20
Test of Internal Controls over Disbursements	20
Test of Internal Controls over Payroll	20
Testing Controls over Financial Reporting	20
Test of Controls in Other Areas	20
Interim Test Work on Capital Assets & Other Procedures	66
Total Preliminary Interim Budget	<u><u>166</u></u>

Year-End Fieldwork

We will begin our year-end fieldwork as soon after June 30 as the City is ready for us to begin. There is so much interim work that could be done, we could probably start work before the books are closed. However, we understand that the accounting personnel are going to be very busy in the few months after year-end getting the books closed and will probably not have much time to interact with auditors until around the first of October.

At year-end, our focus will be primarily on the significant areas of the audit: cash, receivables, capital assets, accounts payable, accrued salaries and related benefits, accrued compensated absences, capital leases and debt, revenues, expenses, pensions and OPEB. We will also perform our single audit procedures during our year-end fieldwork. Some of the procedures that will be performed at year-end include confirmation of significant accounts, search for unrecorded liabilities, recalculation of the payroll accrual, detail testing and analytical review of compensated absences, detailed testing and analytical review of revenues and expenses, and detail single audit testwork.

During our year-end procedures, we will also communicate with the City's attorneys to gain an understanding of the major litigation in which the City is involved, if any.

A summarized preliminary budget of our year-end fieldwork is as follows:

Year-End Fieldwork Budget	Hours
Confirmation and Testing of Cash and Cash Equivalents	40
Confirmation and Testing of Receivables	60
Search for Unrecorded Liabilities	40
Tests of Capital Assets	24
Recalculation of Salaries and Related Benefits Accrual	16
Detailed Testing of Compensated Absences	16
Testing of Leases	16
Testing of Debt	40
Testing Pensions and OPEB	20
Testing of Net Assets/Fund Balance	40
Vouching and Analytical Review of Revenues	80
Vouching and Analytical Review of Expenses	60
Analysis of Interest and Investment Income	8
Audit of Other Areas	84
Completion of Internal Control Testwork	40
Single Audit Testwork	120
Total Preliminary Year-End Fieldwork Budget	704

Reporting

As discussed above, the reporting phase of the audit will begin during our planning and interim procedures when we complete our accounting and disclosure checklist. We plan to complete this review on the prior year financials to get a head start on the financial reporting process and to get as many financial reporting issues out on the table as possible prior to the beginning of year-end fieldwork.

Some of the procedures that will be performed during the reporting phase of the audit are: assisting with the preparation of financial statements, agreeing financials to audit workpapers, discussing and resolving financial reporting and accounting issues, footing and proofing of financial statements, and ensuring compliance with professional standards. We will also prepare the drafts of single audit reports, schedule of federal expenditures and schedule of findings and questioned costs.

During the reporting phase of the audit, we will also hold an exit conference with the City's management to discuss the results of our audit, the management letter, and any other issues or pending matters relating to the completion of the audit.

Our summarized preliminary budget of the reporting phase of the audit is as follows:

Reporting Budget	<u>Hours</u>
Assistance with Preparation of Financial Statements	124
Assistance with Preparation of Component Unit financial statements	120
Identification and Resolution of Accounting and Reporting Issues	30
Footnote and Proofing of Financial Statements	30
Preparation of Auditors' Reports	16
Complete Reporting Checklists	16
Prepare Single Audit Reports	12
Prepare Management Letter	8
Conduct Exit Conference with City's Management	4
Perform Final Analytical Reviews	16
Prepare and Obtain Management Representation Letters	4
Total Preliminary Reporting Budget	<u>380</u>

Our staffing will consist of one audit engagement member, one tax engagement member, one concurring review member, one senior audit manager, one audit supervisor, and audit staff as necessary. The senior manager and the audit supervisor will be responsible for the day to day activities of the audit and supervising the audit staff. The engagement member will be responsible for the quality of the workpapers and audit reports. Michael Slapnik, an experienced government member in our firm, will serve in the senior manager role because he has been involved with the City in the past, and we want to provide the best possible service to the City.

Our Work Schedule

We have a significant audit practice and we are accustomed to performing large government audits like the City's audit. Right now, we have approximately 15,000 hours on our audit schedule. This is for clients with all year-ends. About half of that time is June 30 year-end work. Our capacity is approximately 17,000 hours in audit time, leaving an excess of 2,000 hours. Much of this 2,000 hours is in the spring and fall, when we would be performing the City's audit. In addition, some of our June 30 clients are putting their audits out for bid this year. As a result, we could end up with more than 2,000 hours of excess time. We will be able to easily schedule the City's audits to get them done by the December 15 deadline.

Specific Audit Approach for the Audit of the City of Columbia

PLANNING PHASE – 88 Hours

Engagement Member, Senior Manager, and Supervisor

Initial audit activities

- ☐ *Establish engagement team and goal*
- ☐ *Set up audit organization*
- ☐ *Establish budget*
- ☐ *Establish timing*



Gather and update information

- ☐ *Update knowledge of accounting systems*
- ☐ *Interview key personnel*
- ☐ *Become familiar with control environment*
- ☐ *Gain an understanding of accounting system*
- ☐ *Review recent financial information*
- ☐ *Perform preliminary analytical review*
- ☐ *Set up permanent file*



Determine the audit strategy

- Preliminary materiality judgments
- Audit risk assessment
- Audit testing plan

- ☐ *Document and test control structure*
- ☐ *Assess risk*
- ☐ *Establish materiality*
- ☐ *Use knowledge obtained from above procedures to design audit tests*
- ☐ *Complete required audit documentation and checklists*



FIELDWORK PHASE – 870 Hours

Perform substantive test

- Analytical procedures
- Detailed tests of account balances
- Other substantive auditing procedures

Engagement Member, Senior Manager,
Supervisor, and Staff

- ☐ *Confirm selected balance sheet accounts*
- ☐ *Audit bank reconciliations*
- ☐ *Perform analysis and analytical procedures on revenues and expense/expenditures and other income statement areas*
- ☐ *Perform search for unrecorded liabilities*
- ☐ *Ascertain propriety of accounts receivable*
- ☐ *Determine propriety of accruals*
- ☐ *Perform procedures on capital assets*
- ☐ *Review leases*
- ☐ *Send attorney letters*
- ☐ *Vouch selected expenses/expenditures*
- ☐ *Obtain letters of representation*
- ☐ *Analytical procedures on other areas*
- ☐ *Audit pensions and OPEB*
- ☐ *Perform single audit procedures*

REPORTING PHASE – 380 Hours

Finalize the audit

Engagement Member, Senior Manager, and
Supervisor

- ☐ *Conduct exit conference with management*
- ☐ *Perform final analytical procedures*
- ☐ *Assist in preparation of draft of financial statements and prepare single audit reports and discuss with management*
- ☐ *Make inquiries regarding subsequent events*
- ☐ *Issue reports*

Tax ENGAGEMENT APPROACH

Form 990 Tax Return

We will obtain a copy of the last two 990 tax returns filed, and the predecessor accountant's work papers, if available, to determine which methods and procedures the predecessor accountant used in determining the classification of revenue and functional expenses, as presented on the 990. We will prepare the IRS Form 990, with applicable schedules and related filings, within a reasonable amount of time after the issuance of the financial statements so that they can be signed and electronically filed by November 15 of each year. It is our understanding that the City will assume responsibility for forwarding the completed Form 990 to the Internal Revenue Service. In the event that an extension of time to file the 990 is needed, John Price, the proposed tax engagement member, will prepare and file the necessary federal form.

We will then meet with you to discuss the above information and to ascertain better how your organization operates to ensure that the 990 includes information that will be reflective of your organization's mission and purpose. During the meeting we will provide you with a list of additional information we may require to complete your returns. John will give regular progress reports and communicate with the City's Finance Director, or her designee, throughout the year, as needed.

Utilizing the general ledger information from the audited trial balance and other client supplied information, we will prepare the 990 in draft form.

We will meet with the Finance Director to discuss the draft return and answer any questions or comments that you may have.

RFP017-18-19-ASH Auditing Services

APPENDIX V- REFERENCE QUESTIONNAIRE

RFP017-18-19-ASH Auditing Services

Instructions: Respondents will complete the top section of the reference questionnaire and supply to their Reference to complete.

Past Performance Survey of: Scott and Company LLC
 (Name of Company)
Donald J. Mobley
 (Name of Individual)

Instructions: References will complete the following section about the Respondent and return this form directly to the City of Columbia. Please email the completed survey to Anita Higgins at Anita.Higgins@columbiasc.gov. Thank you for your time and effort in assisting the City of Columbia in this important endeavor.

The City of Columbia is collecting past performance information on consultants and their key personnel. The information will be used to assist the City in the selection of consultants to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Name: Berkeley County, South Carolina Date/Year of Project: 06/30/2017 - Present

Reference Phone: 843-719-4309 Reference Email: allen.milburn@berkeleycountysc.gov

Project Name: Attn: Mr. Allen Milburn, Finance Director

Project Description: Audit of Financial Statements and Single Audit

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to maintain project schedule (completed on time or early)	(1-10)	
3	Ability to manage project costs (minimal change orders)	(1-10)	
4	Ability to identify and minimize the users risk	(1-10)	
5	Ability to increase value	(1-10)	
6	Coordination of activities and documentation	(1-10)	
7	Accessibility and communication	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	
9	Your comfort level in hiring the firm/individual again based on performance	(1-10)	
10	Overall customer satisfaction	(1-10)	

Signature of person completing this questionnaire: _____

RFP017-18-19-ASH Auditing Services

APPENDIX V- REFERENCE QUESTIONNAIRE

RFP017-18-19-ASH Auditing Services

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(Name of Company)
Donald J. Mobley
(Name of Individual)

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Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Name: Charleston County, South Carolina Date/Year of Project: 06/30/2008 - Present

Reference Phone: (843-958-4612) Reference Email: critter@charlestoncounty.org

Project Name: Attn: Ms. Carla Ritter, Finance Director

Project Description: Audit of Financial Statements and Single Audit

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to maintain project schedule (completed on time or early)	(1-10)	
3	Ability to manage project costs (minimal change orders)	(1-10)	
4	Ability to identify and minimize the users risk	(1-10)	
5	Ability to increase value	(1-10)	
6	Coordination of activities and documentation	(1-10)	
7	Accessibility and communication	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	
9	Your comfort level in hiring the firm/individual again based on performance	(1-10)	
10	Overall customer satisfaction	(1-10)	

Signature of person completing this questionnaire: _____

RFP017-18-19-ASH Auditing Services

APPENDIX V- REFERENCE QUESTIONNAIRE

RFP017-18-19-ASH Auditing Services

Instructions: Respondents will complete the top section of the reference questionnaire and supply to their Reference to complete.

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Donald J. Mobley
(Name of Individual)

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The City of Columbia is collecting past performance information on consultants and their key personnel. The information will be used to assist the City in the selection of consultants to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Name: South Carolina Dept of Transportation Date/Year of Project: 06/30/2003 - Present

Reference Phone: 803-737-1259 Reference Email: smithk@scdot.org

Project Name: Attn: Kace Smith

Project Description: Audit of Financial Statements and Single Audit

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to maintain project schedule (completed on time or early)	(1-10)	
3	Ability to manage project costs (minimal change orders)	(1-10)	
4	Ability to identify and minimize the users risk	(1-10)	
5	Ability to increase value	(1-10)	
6	Coordination of activities and documentation	(1-10)	
7	Accessibility and communication	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	
9	Your comfort level in hiring the firm/individual again based on performance	(1-10)	
10	Overall customer satisfaction	(1-10)	

Signature of person completing this questionnaire: _____

WORK SAMPLE

We have performed full scope GAAP and Single Audits for many governments, including Charleston County, South Carolina. We have performed the Charleston County audit for the last eleven years. Charleston County is one of our largest local governments in South Carolina, similar to the City of Columbia. We have worked through issues and new pronouncements with them, including pensions and OPEB. Charleston County has received the Certificate of Achievement for Excellence in Financial Reporting for the first ten years we have done the audit, and has submitted the CAFR for the eleventh award while we have been their auditors. The Charleston County audit has been performed mostly by an audit team residing in Charleston. The City of Columbia audit will be performed by a different team based in Columbia.

Don Mobley has been the engagement member on Charleston County, and Michael Slapnik served as the concurring review member, Emma Dunovant has served as the senior accountant on the Charleston audits.

DBE AND SUBCONTRACTOR PARTICIPATION

The only subcontractor that we will use on the City of Columbia audit is Chris Halkowitz, CPA. Chris is a very experienced government auditing specialist who will contract with us to perform the concurring reviews of the reports that we will be issuing and the financial statements that we are reporting on. Chris will spend 40 to 50 hours in this roll.

Chris worked on the City engagement several years ago when we contracted with the City to prepare its financial statements. He was an employee of Scott and Company LLC back then. He will be excellent in the concurring member role.

Appendix III and Appendix IV were requested by the City earlier in this proposal.

ADDITIONAL INFORMATION

WHY CHOOSE SCOTT AND COMPANY LLC

- Scott and Company LLC professionals have extensive experience performing work for the State of South Carolina and its local governments. Don Mobley, the proposed engagement member, spent over 10 years of his career in various capacities working on the State of South Carolina statewide audit. Don has experience working on government such as City of Columbia; City of Mauldin; City of Greenville; Charleston County, South Carolina; Berkeley County, South Carolina; Horry County, South Carolina; South Carolina Department of Employment and Workforce; South Carolina Department of Transportation; and the South Carolina Transportation Infrastructure Bank.
- The professionals that will be assigned to this engagement are extremely qualified. You can see this from the experience serving various governments and other clients.
- We have proposed very reasonable and fair fees that are discounted significantly from our standard professional rates.
- Scott and Company LLC has the capability and manpower to perform this engagement. We have enough available time on our schedule of qualified professionals to get the job done and to get it done on time.
- The professionals proposed to work on your engagement have significant government auditing and financial reporting experience, both for local governments and also for the State of South Carolina.
- Don Mobley, the proposed engagement member, will be actively involved with your audit. Through the years, we have noticed the frustration of potential clients who get inexperienced staff on their audits and rarely see the engagement partner. Our philosophy is that the engagement member spends a significant amount of time with the client before, during and after the audit as opposed to showing up after the work is completed. Our philosophy not only provides you with continuity from year to year but gives you a level of experience during fieldwork that is higher than that you are accustomed to receiving.
- Don Mobley is the ultimate decision makers with respect to any issues that arise. We have very little red tape or layers of management that result in delays in resolving issues and questions.
- Unlike some local firms who are primarily tax return preparers that perform audits between tax seasons, Scott and Company LLC was established to be a true accounting and auditing firm. The proposed professionals for these audits do audit and accounting work only. They do not prepare tax returns. Our business experiences will be a positive resource for you as you address the challenges of an increasingly budget tightened government environment.
- Our clients are pleased with us and our work. In fact, some of our best sales and marketing comes from our clients. We included client references earlier in the proposal.



We Are Columbia

RFP017-18-19-ASH Addendum 1

Auditing Services

Issue Date: 3/6/2019

Questions Deadline: 3/14/2019 12:00 PM (ET)

Response Deadline: 3/22/2019 10:00 AM (ET)

Contact Information

Contact: Anita Higgins

Address: 1800 Main Street

2nd floor

Columbia, SC 29201

Email: ashiggins@columbiasc.net

Event Information

Number: RFP017-18-19-ASH Addendum 1
 Title: Auditing Services
 Type: Request for Proposal
 Issue Date: 3/6/2019
 Question Deadline: 3/14/2019 12:00 PM (ET)
 Response Deadline: 3/22/2019 10:00 AM (ET)
 Notes: The mandatory Pre-Proposal meeting will be held
 at 1800 Main Street 2nd floor on March 13, 2019
 at 3:00 P.M.

Bid Attachments

RFP017-18-19-ASH Auditing Services .pdf

Download

Proposal Documents

APPENDICES.pdf

Download

Appendices

Addendum 1 RFP017-18-19-ASH.doc

Download

Addendum 1

Requested Attachments

Proposal Documents

(Attachment required)

Appendices

(Attachment required)

Bid Attributes

1 Acknowledgement

I have read and agreed to all addenda(s).

Addendum No. 1 - Questions and Answers

(Required: Maximum 1000 characters allowed)

Supplier Information

Company Name: Scott and Company LLC

Contact Name: Donald J. Mobley, Managing Member

Address: 1441 Main Street, Suite 800
Columbia, South Carolina, 29201
Post Office Box 8388
Columbia, South Carolina 29202

Phone: 803-256-6021

Fax: 803-256-8346

Email: dmobley@scottandco.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Donald J. Mobley
 Print Name


 Signature

Scott & Company LLC
Auditing Services



AGREEMENT FOR PROFESSIONAL SERVICES

Between:

This Agreement is being awarded under procurement method RFP017-18-19-ASH.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Scott & Company, LLC, (hereinafter referred to as the “Consultant”), to provide an annual examination of the financial statements and records for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described herein.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* and PO for an initial term of three (3) years, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

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5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement for the initial term of three (3) years shall not exceed Four Hundred Fourteen Thousand, Two Hundred Seventy-Five Dollars and No/100 (\$414,275.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). The consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit C hereto. Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit D

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit E)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City's

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Finance Director for Service or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Finance Director for Service or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be

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obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>0</u>	%
MBE	<u>0</u>	%
WBE	<u>0</u>	%
LSA	<u>0</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-Applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

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The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

1. The Consultant shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.
 2. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.
- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
 - B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
 - C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor.

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All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In

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the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Scott & Company LLC

Name: Donald J. Mobley, CPA
Title: Managing Member
Address: 1441 Main Street, Suite 800
P.O. Box 8388
Columbia, SC 29202
Phone: (803) 256-3021
Email: dmobley@scottandco.com,

16. CONSENT DECREE Non-Applicable

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United

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Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Finance in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit A attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's

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failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant 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 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 Consultant.

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

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Auditing Services

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference

Scott & Company LLC
Auditing Services

in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

SCOTT & COMPANY LLC

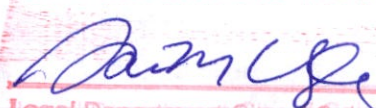
Donald J. Mobley Signature Date: _____

Recommended by:

Jan Alonso, P.M., Director of Finance

Jeff Palen, P.M., Assistant City Manager/ Chief Finance Officer

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Scott & Company LLC
Auditing Services

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Compensation

Exhibit C – Sub Business Info Record

Exhibit D – Invoicing Procedure

Exhibit E – Prompt Payment Affidavit

Scott & Company LLC
Auditing Services
Exhibit B
Page 1 of 1

Compensation: Exhibit B

A. The compensation to be paid by the City to the Consultant under this Agreement, for Auditing Services for the City of Columbia (COC), shall be a fixed fee of One Hundred Forty-One Thousand and Nine Hundred Seventy-Five Dollars No/100 (\$141,975.00) for year one. The fixed fee amount of One Hundred and Thirty-Four Thousand and Seven Hundred Dollars No/100 (\$134,700) for year two. The fixed fee amount of One Hundred Thirty –Seven and Six Hundred Dollars No/100 (137,600) for year three.

Exhibit C: Sub Business Information Record

Business Information Record

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 & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
				%		
				%		
				%		
				%		
				%		
				%		

TOTAL: \$ _____

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

Business Name: _____

Representative Name / Title: _____

Date: _____

Invoicing Procedure: Exhibit D

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
 2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
 3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
 4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
 5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
 6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
 7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
 8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
 9. The Consultant shall submit receipts for all actual expenses.
 10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
 11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
 12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
 13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
 14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
-

Scott & Company LLC
Auditing Services
Exhibit C
Page 2 of 2

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Exhibit E – Prompt Payment Affidavit

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Consultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Consultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Finance Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Finance Department may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Consultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Consultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Consultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Fleet Division Administrator.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public

Statement of Work and Schedule: Exhibit A

Financial Audits

The Consultant will perform the audits in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States.

The primary purpose of the audits will be to express opinions on the basic financial statements of the City and the following five component units: Columbia Development Corporation; Columbia Housing Development Corporation; Eau Claire Development Corporation; TN Development Corporation; and Columbia Empowerment Zone, Inc. An audit is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly advise the City. No extended services will be performed without prior written authorization of the City. Upon completion of the audits, the consultant will issue a letter to management with audit findings and suggestions for improvement of the accounting operations and processes of each entity audited.

Upon completion of the financial statement audits, the consultant will issue the following reports for the year ended June 30, 2019.

- Report of Independent Auditor on the Basic Financial Statements of the City
- Reports of Independent Auditor of each of the five component units audited under the scope of this RFP
- Report of Independent Auditor on compliance and internal controls required by *Government Auditing Standards*
- Letter to Management

Compliance Audits

The Consultant will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

The Consultant will perform the audits in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States, the provisions of the United States Office Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements ("Uniform Guidance"), Audits of State, Local Governments, and Non-Profit Organizations and the Single Audit Act Amendments of 1996 issued by the American Institute of Certified Public Accountants.

The consultant's objective will be to report on compliance and internal controls, at the financial statement and major program level.

Upon completion of the compliance audit, the consultant will issue the following reports:

- Report on Compliance with Requirements Applicable to each Major Program and Internal Control over Compliance in Accordance with the provisions of the United States Office Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements ("Uniform Guidance")
- Report on Schedule of Federal Expenditures

The reports will include a schedule of findings and questioned costs and will also include responses from management on all findings.

ENGAGEMENT APPROACH

The primary purpose of the audits is to express an opinion on the basic financial statements of the City and the financial statements of the following component units: Columbia Development Corporation; Columbia Housing Development Corporation; Eau Claire Development Corporation; TN Development Corporation; and Columbia Empowerment Zone, Inc. An audit is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the consultant will promptly advise the management of the City. No extended services will be performed unless they are authorized in writing by the City. The consultant will also audit the City's major federal programs and report thereon.

The consultant will express an opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles. The consultant will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts in accordance with Single Audits.

Planning

The consultant will begin planning of the audits for the year ended June 30, 2019 as soon as possible after the consultant is awarded the contract so the audit can be completed and reports issued by the December 15 deadline. The consultant should do as much work as possible before the end of the year. Areas that could be done prior to June 30 would include inquiries of management, systems documentation, identification and research of issues, preparation of a detailed budget, consideration of fraud, preparation of confirmations, and work paper setup, among other things.

A preliminary budget for planning is as follows. Budgets included in this proposal are for total hours for both the City and its component units of 1338 hours for the year ended June 30, 2019.

Planning Budget	<u>Hours</u>
Inquiries of Management	8
Understanding of Systems	8
Documentation of Systems	8
Consideration of Fraud	16
Preparation of Detailed Budget	8
Identification and Research of Issues	8
Conduct Planning Meeting with Management	8
Perform Preliminary Analytical Review	8
Assess Risk	8
Design Procedures	<u>8</u>
Total Preliminary Planning Budget	<u>88</u>

Interim

The consultant will make every attempt to get as much work done during interim as the consultant can to relieve some of the stress and pressure during the months following year-end.

During the interim work, which would be performed during May or June, the consultant should perform most of their internal control testing and documentation. The consultant should also preliminarily complete their accounting and disclosure checklist using the 2018 financials, to identify as many financial reporting issues prior to the beginning of their year-end fieldwork as possible. The consultant should also finalize their decision regarding the accounts for which they need to send external confirmations.

The preliminary interim budget is as follows:

Interim Budget	<u>Hours</u>
Test of Internal Controls over Receipts	20
Test of Internal Controls over Disbursements	20
Test of Internal Controls over Payroll	20
Testing Controls over Financial Reporting	20
Test of Controls in Other Areas	20
Interim Test Work on Capital Assets & Other Procedures	<u>66</u>
Total Preliminary Interim Budget	<u>166</u>

Year-End Fieldwork

The consultant will begin their year-end fieldwork as soon after June 30 as the City is ready for the consultant to begin.

At year-end, the focus should primarily be on the significant areas of the audit: cash, receivables, capital assets, accounts payable, accrued salaries and related benefits, accrued compensated absences, capital leases and debt, revenues, expenses, pensions and OPEB. The consultant will also perform the single audit procedures during their year-end fieldwork. Some of the procedures that will be performed at year-end include confirmation of significant accounts, search for unrecorded liabilities, recalculation of the payroll accrual, detail testing and analytical review of compensated absences, detailed testing and analytical review of revenues and expenses, and detail single audit test work.

During the year-end procedures, the consultant will also communicate with the City's attorneys to gain an understanding of the major litigation in which the City is involved, if any.

A summarized preliminary budget of the year-end fieldwork is as follows:

Year-End Fieldwork Budget	Hours
Confirmation and Testing of Cash and Cash Equivalents	40
Confirmation and Testing of Receivables	60
Search for Unrecorded Liabilities	40
Tests of Capital Assets	24
Recalculation of Salaries and Related Benefits Accrual	16
Detailed Testing of Compensated Absences	16
Testing of Leases	16
Testing of Debt	40
Testing Pensions and OPEB	20
Testing of Net Assets/Fund Balance	40
Vouching and Analytical Review of Revenues	80
Vouching and Analytical Review of Expenses	60
Analysis of Interest and Investment Income	8
Audit of Other Areas	84
Completion of Internal Control Testwork	40
Single Audit Testwork	120
Total Preliminary Year-End Fieldwork Budget	704

Reporting

As discussed above, the reporting phase of the audit will begin during the planning and interim procedures when the consultant completes the accounting and disclosure checklist. The consultant should plan to complete this review on the prior year financials to get a head start on the financial reporting process and to get as many financial reporting issues out on the table as possible prior to the beginning of year-end fieldwork.

Some of the procedures that will be performed during the reporting phase of the audit are: assisting with the preparation of financial statements, agreeing financials to audit work papers, discussing and resolving financial reporting and accounting issues, footing and proofing of financial statements, and ensuring compliance with professional standards. The consultant will also prepare the drafts of single audit reports, schedule of federal expenditures and schedule of findings and questioned costs.

During the reporting phase of the audit, the consultant will also hold an exit conference with the City's management to discuss the results of the audit, the management letter, and any other issues or pending matters relating to the completion of the audit.

The summarized preliminary budget of the reporting phase of the audit is as follows:

Reporting Budget	<u>Hours</u>
Assistance with Preparation of Financial Statements	124
Assistance with Preparation of Component Unit financial statements	120
Identification and Resolution of Accounting and Reporting Issues	30
Footing and Proofing of Financial Statements	30
Preparation of Auditors' Reports	16
Complete Reporting Checklists	16
Prepare Single Audit Reports	12
Prepare Management Letter	8
Conduct Exit Conference with City's Management	4
Perform Final Analytical Reviews	16
Prepare and Obtain Management Representation Letters	4
Total Preliminary Reporting Budget	<u>380</u>

The staffing will consist of one audit engagement member, one tax engagement member, one concurring review member, one senior audit manager, one audit supervisor, and audit staff as necessary. The senior manager and the audit supervisor will be responsible for the day to day activities of the audit and supervising the audit staff. The engagement member will be responsible for the quality of the work papers and audit reports.

SPACE INTENTIONALLY LEFT BLANK

Specific Audit Approach for the Audit of the City of Columbia

PLANNING PHASE — 88 Hours

Engagement Member, Senior Manager, and Supervisor

Initial audit activities

- ☐ *Establish engagement team and goal*
- ☐ *Set up audit organization*
- ☐ *Establish budget*
- ☐ *Establish timing*

Gather and update information

- ☐ *Update knowledge of accounting systems*
- ☐ *Interview key personnel*
- ☐ *Become familiar with control environment*
- ☐ *Gain an understanding of accounting system*
- ☐ *Review recent financial information*
- ☐ *Perform preliminary analytical review*
- ☐ *Set up permanent file*

Determine the audit strategy

- Preliminary materiality judgments
- Audit risk assessment
- Audit testing plan

- ☐ *Document and test control structure*
- ☐ *Assess risk*
- ☐ *Establish materiality*
- ☐ *Use knowledge obtained from above procedures to design audit tests*
- ☐ *Complete required audit documentation and checklists*

FIELDWORK PHASE — 870 HoursEngagement Member, Senior Manager,
Supervisor, and Staff

Perform substantive test

- Analytical procedures
- Detailed tests of account balances
- Other substantive auditing procedures

- ☐ *Confirm selected balance sheet accounts*
- ☐ *Audit bank reconciliations*
- ☐ *Perform analysis and analytical procedures on revenues and expense/expenditures and other income statement areas*
- ☐ *Perform search for unrecorded liabilities*
- ☐ *Ascertain propriety of accounts receivable*
- ☐ *Determine propriety of accruals*
- ☐ *Perform procedures on capital assets*
- ☐ *Review leases*
- ☐ *Send attorney letters*
- ☐ *Vouch selected expenses/expenditures*
- ☐ *Obtain letters of representation*
- ☐ *Analytical procedures on other areas*
- ☐ *Audit pensions and OPEB*
- ☐ *Perform single audit procedures*

REPORTING PHASE — 380 HoursEngagement Member, Senior Manager, and
Supervisor

Finalize the audit

- ☐ *Conduct exit conference with management*
- ☐ *Perform final analytical procedures*
- ☐ *Assist in preparation of draft of financial statements and prepare single audit reports and discuss with management*
- Make inquiries regarding subsequent events*
- Issue reports*

Tax ENGAGEMENT APPROACH

Form 990 Tax Return

The consultant will obtain a copy of the last two 990 tax returns filed, and the predecessor accountant's work papers, if available, to determine which methods and procedures the predecessor accountant used in determining the classification of revenue and functional expenses, as presented on the 990. The consultant will prepare the IRS Form 990, with applicable schedules and related filings, within a reasonable amount of time after the issuance of the financial statements so that they can be signed and electronically filed by November 15 of each year. The City will assume responsibility for forwarding the completed Form 990 to the Internal Revenue Service. In the event that an extension of time to file the 990 is needed, the proposed tax engagement member, will prepare and file the necessary federal form.

The consultant will then meet with the City's Finance Director to discuss the above information and to ascertain better how the City operates to ensure that the 990 includes information that will be reflective of the City's mission and purpose. During the meeting the consultant should provide a list of additional information the consultant may require to complete the City returns. The consultant will give regular progress reports and communicate with the City's Finance Director, or her designee, throughout the year, as needed.

Utilizing the general ledger information from the audited trial balance and other client supplied information, the consultant will prepare the 990 in draft form.

The consultant will meet with the Finance Director to discuss the draft return and answer any questions or comments the City may have.

Due Dates of Deliverables
Year ended June 30, 2019

	Draft	Final
Component Units*	October 15	October 31
Comprehensive Annual Financial Reports	November 30	December 15
Federal Reports	January 15	January 31

*Individual component units may be able to be delivered at earlier dates. It depends on when each component unit will be ready for the audit to begin. We don't know that yet.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Edge in Car Camera Systems for the Police Department, as requested by Fleet Services. Award to COBAN Technologies, using the HGAC Cooperative Contract in the amount of \$112,133.52. This vendor is located in Houston, TX.

REQUISITION NO.: R196988

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement-Auto/Trucks Heavy Equipment-Capital: 6308972-658500. The original budgeted amount is \$112,133.52.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** Columbia PD, SC 18 Edge-HD HGAC Contract Pricing Sheets (XLSX)



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

EF04-19

Date Prepared:

10.a
48/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Columbia Police Department	Contractor:	COBAN Technologies, Inc
Contact Person:	Frieda M. Bates	Prepared By:	Donna Gross
Phone:	803-737-4216	Phone:	281-925-0488
Fax:	803-737-4228	Fax:	281-925-0535
Email:	fbates@columbiasc.gov	Email:	pmo@cobantech.com

Catalog / Price Sheet Name:	Published Options
General Description of Product:	Digital Video Recording Solution

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
18	EF0430B-02 COBAN Edge In-Car SYSTEM with SD/HD - SYSED-06-D	5156	92808
18	MZZ-01 MOUNTING	100	1800
18	WLIC-01 COBAN DVMS SOLUTION (Software License with First Year Technical Support)	150	2700
18	FOCUS-02-00 FOCUS X1 VEHICLE INTEGRATION DOCK	475	8550
18	LFEE-050 SHIPPING - In-Car Equipment	50	900
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			106758

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

TAX 8%	8540.64
One Time Discount	-3165.12
Subtotal C:	5375.52

Delivery Date: ARO 45 Days

D. Total Purchase Price (A+B+C)



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of twenty-two (22) Radios and Accessories to outfit vehicles for the Police Department, as requested by Fleet Services. Award to Motorola Inc., using the SC State Contract in the amount of \$122,510.36. This vendor is located in Blythewood, SC.

REQUISITION NO.: R196243

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement-Auto Trucks Heavy Equipment/Capital 6308972-658500. The original budgeted amount is \$122,510.36.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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.

ATTACHMENTS:

- **#a:** Motorola State Contract (PDF)
- **#b:** Motorola Quote- SC State Contract 4400021163 (XLS)

**PROCUREMENT SERVICES**[Refresh](#)**Contract 4400021163****Validity Start** 06/01/2018**Target Value** \$ 30,000,000.00**Bid Invitation****Contract Notes****Validity End** 05/31/2023**FEIN** 36-1115800**Vendor 7000007297****Vendor Address** MOTOROLA COMMUNICATIONS & ELEC
217 CARTGATE CIRCLE
BLYTHEWOOD SC 29016**District****Telephone****Minority Status** Not Applicable**E-mail****Fax Number****Contract Items**

One Item found.

Item Pricing

00001 Two way radios

Material Group: 72524 - frequency data communication
equipment, radio (including identification equipment)**Agency:** Statewide

Proposal


MOTOROLA

TO: City of Columbia
Police Department

ATTN: Maj Hines

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
22	M25URS9PW1 N	APX6500-35 watts mobile incl:IV&D, GPS	\$1,755.36	\$38,617.92
22	Q806	Digital Operation	\$370.80	\$8,157.60
22	G51	Smartzone Operation	\$864.00	\$19,008.00
22	Q361	P25 Software	\$216.00	\$4,752.00
22	G72	APX O3 Control head	\$681.12	\$14,984.64
22	G444	Control Head software		
22	G67	Remote Mount	\$213.84	\$4,704.48
22	G174	3db gain low profile antenna	\$30.96	\$681.12
22	G90	No Microphone		
22	B18	add 7.5 watt auxillary speaker	\$43.20	\$950.40
22	QA01749	ASK software key		
22	G851	AES,DES,DES-XL,DES-OFB encryption	\$575.28	\$12,656.16
22	W969	Add Multi Key	\$237.60	\$5,227.20
22	G78	3 Year Essential service	\$168.00	\$3,696.00

		Equipment	\$113,435.52
Terms:		Taxes @ 8%	\$9,074.84
Shipment FOB		Installation	
Delivery		Other	
Date		TOTAL	\$122,510.36
State Contract #			
B&Q #			



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Pictometry Aerial Image Capture License Services, as requested by the Information Technology Services Department. Award to Pictometry International Corporation as a Sole Source in the amount of \$105,838.25. This firm is located in Rochester, NY.

REQUISITION NO.: R196628

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Information Technology/Geographic Information System: Maintenance & Service Contract, 5511121-638200. The original budgeted amount is \$105,538.25 for FY18/19.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

Pictometry is the name of a patented aerial image capture process that provides a more natural perspective, making objects easier to recognize and interpret, enabling users to measure the area, length, width and height of any structure in an image. This is year two (2) of a six (6) year agreement between Pictometry and the City of Columbia. Total cost for year two (2) is \$105,538.25 due this fiscal year (18/19).

We respectfully request approval for this Sole Source purchase from Pictometry International Corporation, at the following cost:

Aerial Image Capture License Agreement	\$105,838.25 Total For Year Two
--	--

Pictometry International Corporation is located in Rochester, NY 14623

Sec 2-204. (5) 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: Sole source procurements.

ATTACHMENTS:

- **#a:** Approved-Signed Agreement (PDF)
- **#b:** Pictometry Sole Source (PDF)

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
CITY OF COLUMBIA, SC ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1136 Washington St.	25 Methodist Hill Drive
Columbia, SC 29201	Rochester, NY 14623
Attn: Sung-Jun Kim, GIS Coordinator	Attn: Contract Administration
Phone: (803) 545-3266	Phone: (585) 486-0093 Fax: (585) 486-0098

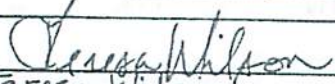
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

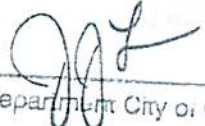
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER		PICTOMETRY	
CITY OF COLUMBIA, SC		PICTOMETRY INTERNATIONAL CORP.	
(entity type)		a Delaware corporation	
SIGNATURE: 		SIGNATURE: 	
NAME: Teresa Wilson		NAME: Linda K. Salpini	
TITLE: City Manager		TITLE: Corporate Vice President	
DATE: 12/6/2016		EXECUTION DATE: 12/8/2016	
		DATE OF RECEIPT (EFFECTIVE DATE): 12/8/2016	

APPROVED AS TO FORM


Legal Department City of Columbia, SC

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C190911

BILL TO
City of Columbia, SC
Sung-Jun Kim, GIS Coordinator
1136 Washington St.
Columbia, SC 29201
(803) 545-3266
sjkim@columbiasec.net

SHIP TO
City of Columbia, SC
Sung-Jun Kim, GIS Coordinator
1136 Washington St.
Columbia, SC 29201
(803) 545-3266
sjkim@columbiasec.net

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119839	brobe	Biennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
420	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15.0%)	\$160,650.00
385	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$63.75 (15.0%)	\$24,543.75
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$3,300.00 (50.0%)	\$3,300.00
420	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
385	Mosaic - Area Wide (9in GSD, MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50

385	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
385	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100.0%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
420	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-Inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100.0%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$190,757.75

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
420	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10.0%)	\$170,100.00
385	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10.0%)	\$25,987.50
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s). Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00		\$6,600.00

420	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$4,200.00
385	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$1,925.00
420	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
385	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
385	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$211,076.50

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
420	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	\$450.00	\$427.50 (5.0%)	\$179,550.00

		0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
385	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5.0%)	\$27,431.25
420	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$8,400.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00		\$6,600.00
385	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$3,850.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
420	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
385	Mosaic - Area Wide (9in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
385	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS	\$0.00		\$0.00

		software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - THIRD PROJECT					\$228,095.25
Thank you for choosing Pictometry as your service provider.			TOTAL		\$629,929.50

*Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$23,844.71
Due at Initial Shipment of Imagery	\$71,534.16
Due at First Anniversary of Shipment of Imagery	\$95,378.88
Total Payments	\$190,757.75

SECOND PROJECT

Due at Initial Shipment of Imagery	\$105,538.25
Due at First Anniversary of Shipment of Imagery	\$105,538.25
Total Payments	\$211,076.50

THIRD PROJECT

Due at Initial Shipment of Imagery	\$114,047.62
Due at First Anniversary of Shipment of Imagery	\$114,047.63
Total Payments	\$228,095.25

PRODUCT PARAMETERS

FIRST PROJECT IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product:	Pictometry Connect - CA - 100
Admin User Name:	Sung-Jun Kim
Admin User Email:	sjkim@columbiasec.net
Requested Activation:	at signing
Geofence:	SC Columbia Metro

SECOND PROJECT IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source:	USGS

Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Sung-Jun Kim
Admin User Email: sjkim@columbiasec.net
Requested Activation: at signing
Geofence: SC Columbia Metro

THIRD PROJECT IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Sung-Jun Kim
Admin User Email: sjkim@columbiasec.net
Requested Activation: at signing
Geofence: SC Columbia Metro

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
 - ☐ Hurricane: areas affected by hurricanes of Category II and higher.
 - ☐ Tornado: areas affected by tornados rated EF4 and higher.
 - ☐ Terrorist: areas affected by damage from terrorist attack.
 - ☐ Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
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3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

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6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
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- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

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- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
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- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
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4. LIMITED WARRANTY

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5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
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- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
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- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

- the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
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- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

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 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for any project other than the First Project (the "Subsequent Project"), under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Subsequent Project; and
 - b. This Agreement will remain in full force and effect, however commencement of the Subsequent Project will be deemed postponed until such time as funds for the Subsequent Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the Subsequent Project.
3. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of South Carolina in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
4. Section A, FEES; PAYMENT TERMS paragraph set forth on page 3 of the Agreement is deleted in its entirety and replaced with:

"All amounts due to Pictometry pursuant to this Agreement ("Fees") are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing."
5. Section B, GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP paragraph 1.4 of the Delivered Content Terms and Conditions of Use is deleted in its entirety and replaced with the following:

"1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly except as required under law or by court order, in which cases you will promptly notify Pictometry prior to releasing any Licensed Content in order to allow Pictometry sufficient time to interpose its objections to the release of any such Licensed Content and to pursue any and all remedies Pictometry has, both in law and in equity, to prevent the release of the Licensed Content."
6. Section B, ACCESS TO SERVICES paragraph 2.3 of the Online Services General Terms and Conditions is deleted in its entirety and replaced with the following:

"2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act."
7. Section B, MISCELLANEOUS paragraph 6.9 of the Online Services General Terms and Conditions is deleted in its entirety.
8. Governing Law.
 - a. Section B, MISCELLANEOUS paragraph 7.2 of the Delivered Content Terms and Conditions of Use is deleted in its entirety and replaced with the following:

"Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles."
 - b. Section B, MISCELLANEOUS paragraph 6.6, of the Online Services General Terms and Conditions is deleted in its entirety and replaced with the following:

"6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina,

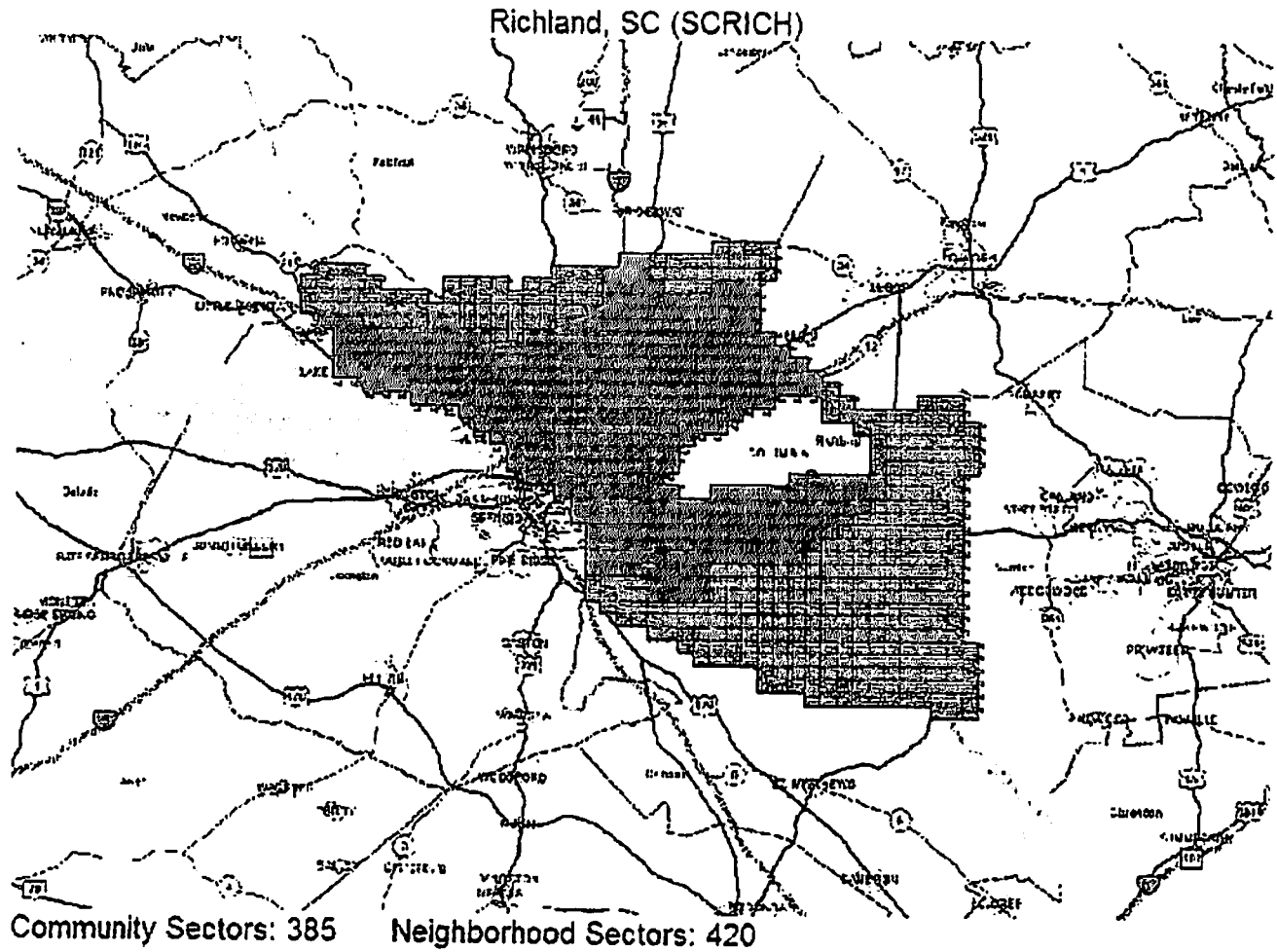
excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of South Carolina or, in the alternative, the Federal Courts located in the State of South Carolina shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Richland County, South Carolina."

c. Section B, MISCELLANEOUS PROVISIONS paragraph 7(C), set forth in the Software License Agreement shall be deleted in its entirety and replaced with the following:

"7(C) Governing Law. This License will be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflict of law principles."

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)



Requisition # R196628JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Geographic Information Systems Division,
(1)
Imagery License Agreement
(2)

as a sole source procurement from Pictometry International Corporation
(3)
based upon the following justifications Pictometry International Corporation developed
(4)
a unique patented systems, which is not available from any other aerial imagery company
in the U.S. Several companies did research of all aerial imagery products; however, no
other patented technologies were found to product geo-registered oblique imagery
(U.S. Patent No. 5247,356). This sole source will need to be a multi-year approval.

This sole source is valid through June 30, 2019 Amount \$ 211,076.50

Information Technology
Department

M. R. B. Jr.
Signature of Department Head

4/8/2019
Date

Shannon L. Lewis
Signature of Purchasing Agent

4/10/2019
Date

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

[Signature]
Signature of Finance Director

4/17/19
Date

[Signature]
Signature of Asst. City Manager

Date

[Signature]
Signature of City Manager

4/25/2019
Date

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

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

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

Requisition # R196628JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

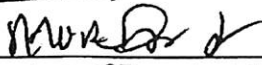
Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Geographic Information Systems Division,
(1)
Imagery License Agreement
(2)

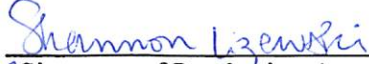
as a sole source procurement from Pictometry International Corporation
(3)
based upon the following justifications Pictometry International Corporation developed
(4)
a unique patented systems, which is not available from any other aerial imagery company
in the U.S. Several companies did research of all aerial imagery products; however, no
other patented technologies were found to product geo-registered oblique imagery
(U.S. Patent No. 5247,356). This sole source will need to be a multi-year approval.

This sole source is valid through June 30, 2019Amount \$ 211,076.50

Information Technology
Department


Signature of Department Head

4/8/2019
Date


Signature of Purchasing Agent

4/10/2019
Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
CITY OF COLUMBIA, SC ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1136 Washington St.	25 Methodist Hill Drive
Columbia, SC 29201	Rochester, NY 14623
Attn: Sung-Jun Kim, GIS Coordinator	Attn: Contract Administration
Phone: (803) 545-3266	Phone: (585) 486-0093 Fax: (585) 486-0098

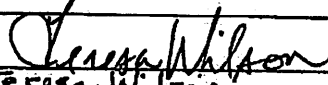
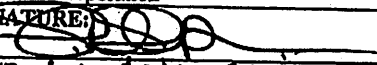
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder; and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER		PICTOMETRY	
CITY OF COLUMBIA, SC		PICTOMETRY INTERNATIONAL CORP.	
(entity type)		a Delaware corporation	
SIGNATURE: 		SIGNATURE: 	
NAME: Teresa Wilson		NAME: Linda K. Salpin	
TITLE: City Manager		TITLE: Corporate Vice President	
DATE: 12/6/2016		EXECUTION DATE: 12/8/2016	
		DATE OF RECEIPT (EFFECTIVE DATE): 12/8/2016	

APPROVED AS TO FORM


Legal Department City of Columbia, SC

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C190911

BILL TO
City of Columbia, SC
Sung-Jun Kim, GIS Coordinator
1136 Washington St.
Columbia, SC 29201
(803) 545-3266
sjkim@columbiase.net

SHIP TO
City of Columbia, SC
Sung-Jun Kim, GIS Coordinator
1136 Washington St.
Columbia, SC 29201
(803) 545-3266
sjkim@columbiase.net

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119839	brobe	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
420	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15.0%)	\$160,650.00
385	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$63.75 (15.0%)	\$24,543.75
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$3,300.00 (50.0%)	\$3,300.00
420	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
385	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50

385	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
385	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100.0%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
420	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100.0%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$190,757.75

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
420	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10.0%)	\$170,100.00
385	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10.0%)	\$25,987.50
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00		\$6,600.00

420	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$4,200.00
385	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$1,925.00
420	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
385	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
385	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Photometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$211,076.50

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
420	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	\$450.00	\$427.50 (5.0%)	\$179,550.00

		0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
385	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5.0%)	\$27,431.25
420	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$8,400.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00		\$6,600.00
385	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$3,850.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
420	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$840.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
385	Mosaic - Area Wide (9in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
385	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$192.50
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS	\$0.00		\$0.00

		software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
Thank you for choosing Pictometry as your service provider.					
Amount per product = ((1-Discount %) * Qty * List Price)					
SUBTOTAL - THIRD PROJECT					\$228,095.25
TOTAL					\$629,929.50

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$23,844.71
Due at Initial Shipment of Imagery	\$71,534.16
Due at First Anniversary of Shipment of Imagery	\$95,378.88

Total Payments	\$190,757.75
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SECOND PROJECT

Due at Initial Shipment of Imagery	\$105,538.25
Due at First Anniversary of Shipment of Imagery	\$105,538.25

Total Payments	\$211,076.50
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THIRD PROJECT

Due at Initial Shipment of Imagery	\$114,047.62
Due at First Anniversary of Shipment of Imagery	\$114,047.63

Total Payments	\$228,095.25
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PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

Product:	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product:	Pictometry Connect - CA - 100
Admin User Name:	Sung-Jun Kim
Admin User Email:	sjkim@columbiasec.net
Requested Activation:	at signing
Geofence:	SC Columbia Metro

SECOND PROJECT

IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source:	USGS

Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Sung-Jun Kim
Admin User Email: sjkim@columbiase.net
Requested Activation: at signing
Geofence: SC Columbia Metro

THIRD PROJECT IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Sung-Jun Kim
Admin User Email: sjkim@columbiase.net
Requested Activation: at signing
Geofence: SC Columbia Metro

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ Hurricane: areas affected by hurricanes of Category II and higher.
 - ☐ Tornado: areas affected by tornadoes rated EF4 and higher.
 - ☐ Terrorist: areas affected by damage from terrorist attack.
 - ☐ Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

5. TRADEMARKS; CONFIDENTIALITY

- 4.1 Term. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 Effect of Termination. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 3.1 Geographic Data. If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 Notification. You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 Authorized User Compliance. You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 Authorized Subdivision Compliance. You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 Project Participants. Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participant's planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

3. OBLIGATIONS OF CUSTOMER

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
- (a) install the Delivered Content on Authorized Systems;
- (b) permit access and use of the Delivered Content through Authorized Systems by:
- (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions;
- (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions; and
- (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry except the limited use rights granted herein.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor or persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

1. DEFINITIONS

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE****LICENSE TERMS****SECTION B**

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

- the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
 - 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
 - 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
 - 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C**NON-STANDARD TERMS AND CONDITIONS**

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. **Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for any project other than the First Project (the "Subsequent Project"), under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Subsequent Project; and
 - b. This Agreement will remain in full force and effect, however commencement of the Subsequent Project will be deemed postponed until such time as funds for the Subsequent Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the Subsequent Project.
3. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of South Carolina in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
4. Section A, FEES; PAYMENT TERMS paragraph set forth on page 3 of the Agreement is deleted in its entirety and replaced with:

"All amounts due to Pictometry pursuant to this Agreement ("Fees") are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing."
5. Section B, GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP paragraph 1.4 of the Delivered Content Terms and Conditions of Use is deleted in its entirety and replaced with the following:

"1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly except as required under law or by court order, in which cases you will promptly notify Pictometry prior to releasing any Licensed Content in order to allow Pictometry sufficient time to interpose its objections to the release of any such Licensed Content and to pursue any and all remedies Pictometry has, both in law and in equity, to prevent the release of the Licensed Content."
6. Section B, ACCESS TO SERVICES paragraph 2.3 of the Online Services General Terms and Conditions is deleted in its entirety and replaced with the following:

"2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act."
7. Section B, MISCELLANEOUS paragraph 6.9 of the Online Services General Terms and Conditions is deleted in its entirety.
8. **Governing Law.**
 - a. Section B, MISCELLANEOUS paragraph 7.2 of the Delivered Content Terms and Conditions of Use is deleted in its entirety and replaced with the following:

"Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflicts of law principles."
 - b. Section B, MISCELLANEOUS paragraph 6.6, of the Online Services General Terms and Conditions is deleted in its entirety and replaced with the following:

"6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina,

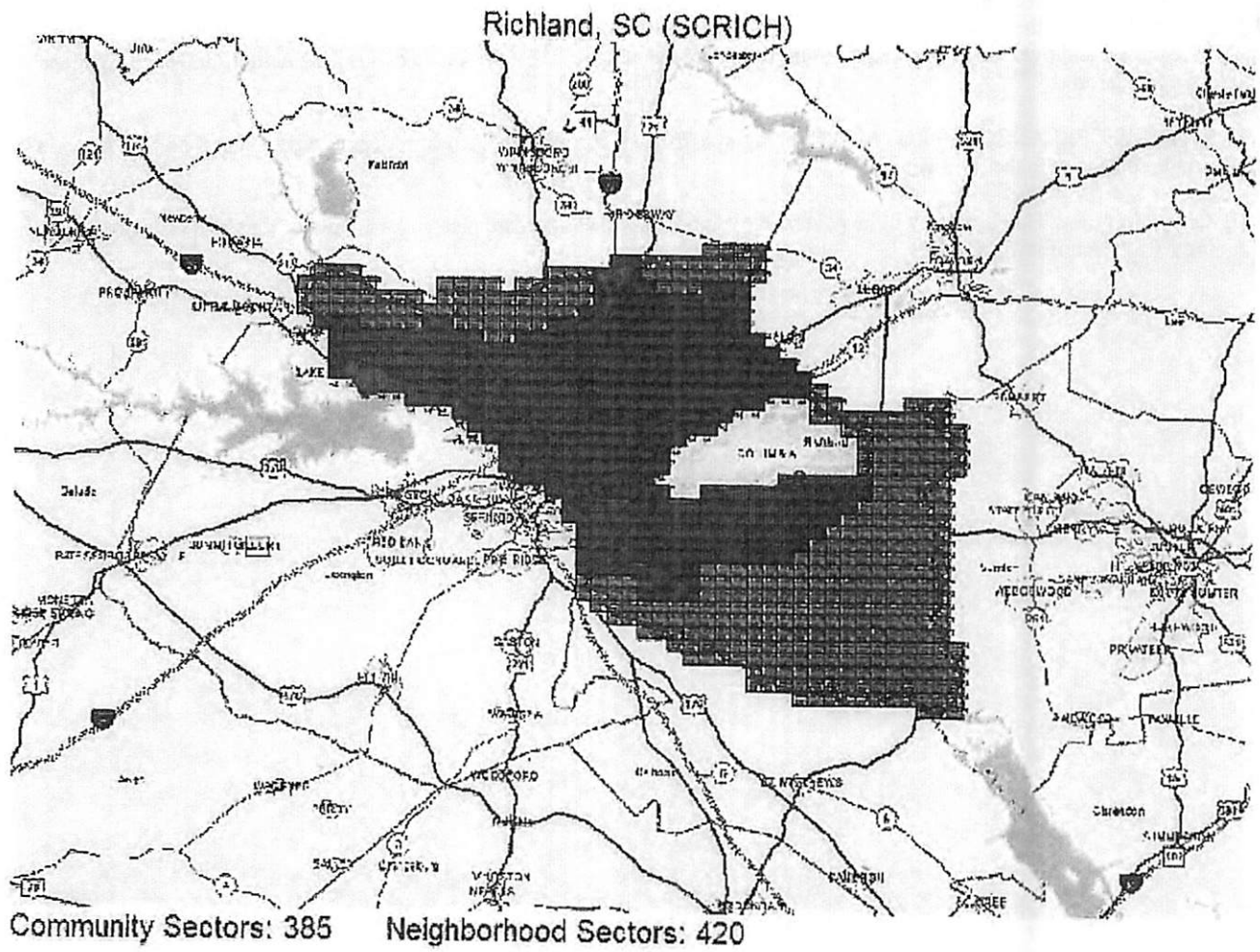
excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of South Carolina or, in the alternative, the Federal Courts located in the State of South Carolina shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Richland County, South Carolina."

c. Section B, MISCELLANEOUS PROVISIONS paragraph 7(C), set forth in the Software License Agreement shall be deleted in its entirety and replaced with the following:

"7(C) Governing Law. This License will be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding its conflict of law principles."

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)





Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623
 Phone: (585)-486-0093
 accountsreceivable@eagleview.com

VOG 9662

TC 3-26

INVOICE

Date	INVOICE #
2/25/2019	US417776

Bill To
City of Columbia, SC 1136 Washington St. Columbia SC 29201 United States

Ship To
City of Columbia, SC 1136 Washington St. Columbia SC 29201 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A119839	Flight #2 YR1	Net 30	C191048	Erin Ford	2/25/2019

Qty	Description	Amount
1	Pictometry Connect - CA - 100	\$6,600.00
1	RapidAccess - Disaster Response Program	\$0.00
420	Tiles - Standard (3in GSD; JPG format)/Sector	\$4,200.00
420	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	\$840.00
420	Mosaic - AreaWide (3in GSD; MrSID fmt, combined)/Sector	\$840.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	\$0.00
385	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	\$192.50
385	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	\$192.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	\$199.00
385	Tiles - Standard (9in GSD; JPG format) Per Sector	\$1,925.00
1	License Payment 1 of 2 per the Agreement	\$90,549.25

Subtotal	\$105,538.25
Tax	\$0.00
Total	\$105,538.25
Deposits/Credits	\$0.00
Total Due (USD)	\$105,538.25

Please make checks payable to Pictometry International Corp.



Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623
 Phone: (585)-486-0093
 accountsreceivable@eagleview.com

V009662

INVOICE

Date	INVOICE #
2/25/2019	US417777

TC 3-26

Bill To
City of Columbia, SC 1136 Washington St. Columbia SC 29201 United States

Ship To
City of Columbia, SC 1136 Washington St. Columbia SC 29201 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A119839	Flight #2 YR2	Net 365	C191048	Erin Ford	2/25/2019
Qty	Description				Amount
1	License Payment 2 of 2 Due at First Anniversary of Shipment of Imagery - 2/25/2020				\$105,538.25

Subtotal	\$105,538.25
Tax	\$0.00
Total	\$105,538.25
Deposits/Credits	\$0.00
Total Due (USD)	\$105,538.25

Please make checks payable to Pictometry International Corp.

MAR - 5 2019



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of one (1) Ford F-250 Crew Cab Truck and one (1) Ford F-250 Regular Cab Truck for the Parks & Recreation Department, as requested by Fleet Services. Award to Vic Bailey Ford Inc., using the SC State Contract in the amount of \$58,783.00. The vendor is located in Spartanburg, SC.

REQUISITION NO.: R194673

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement-Auto Trucks Hvy Equipment-Capital: 6308972-658500. The original budgeted amount is \$58,783.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Description	Vendor	State Contract #	Amount
(1) Ford F-250 Crew Cab	Vic Bailey	4400019971	\$26,911.00
Utility body	Lee Transportation	4400019821	\$ 5,251.00
(1) Ford F-250 Regular Cab	Vic Bailey	4400019874	\$25,621.00
SC state sales Tax			\$ 1,000.00
PO TOTAL			\$58,783.00

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.

ATTACHMENTS:

- **#a:** 2019 Ford F250 19874 (XLS)
- **#b:** 2019 Ford F250 19971 (XLS)

- #c: Lee Transport (PDF)
- #d: SC State Contract Crew Cab (PDF)
- #e: SC State Contract Regular Cab (PDF)

	VIC BAILEY FORD		
	David Vetter 864.585.3600 or 800.922.1365		
	2019 FORD F250		
	PU -6: Truck, Pick Up, 4x2, 3/4 Ton, Regular Cab, 8' Body		
	Contract #: 4400019874		
	Standard Equipment Included:		
	6.2L V-8 Engine	Power Steering	
	Automatic Transmission	Power Brakes	
	A/C	Power Windows and Door Locks	
	AM/ FM Radio	Vinyl 40/20/40 Bench Seats	
	142" Wheel Base	Heavy Duty Vinyl Floor	
	Cruise Control		
	SC STATE CONTRACT PRICE:		
	Auxiliary Power Connection		
585	SYNC - Handsfree Voice Communication (Includes AM/FM w/ MP3 Player)		
18B	Factory Installed Cab Steps (Regular Cab)		
X3E	3.73 Limited Slip Rear Axle (Gas Engine Only)		
	Bedliner (Spray-In)		
	IMF		
	TOTAL SC STATE CONTRACT PRICE:		
	ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:		
	Chassis Model w/ 56" Cab-to-Axle - Available on 8' Pick Up Bed Models Only		
	Vendor Coordination Fee - When Combining Utility Bed on Purchase Order		
	Vendor Coordination Fee - When Drop Shipped to Another Vendor Outside of S.C.		
	F250 Regular Cab 4x4 8' Bed		
	F250 Super Cab / Extended Cab 4x2 6.75' Bed		
	F250 Super Cab / Extended Cab 4x2 8' Bed		
	F250 Super Cab / Extended Cab 4x4 6.75' Bed		
	F250 Super Cab / Extended Cab 4x4 8' Bed		
	F350 Super Cab 4x2 6.75' Bed Single Rear Wheel		
	F350 Super Cab 4x2 8' Bed Single Rear Wheel		
	F350 Super Cab 4x4 6.75' Bed Single Rear Wheel		
	F350 Super Cab 4x4 8' Bed Single Rear Wheel		
	XLT Upgrade for Super Cab / Extended Cab Models		
	XLT Upgrade for Crew Cab Models		
99T	6.7L Diesel Engine		
	Bi-Fuel CNG Conversion (Gas and CNG Capable)		
X4M	4.30 Limited Slip Rear Axle (Gas Engine Only)		
X3H	3.31 Limited Slip Rear Axle (Diesel Engine Only)		
TBM	LT245/75R17 All Terrain Tires		
TCD	LT265/70R17 All Terrain Tires		
592	Roof Clearance Lights		
41H	Engine Block Heater		
17X	FX4 4x4 Off Road Package -Requires Limited Slip and All Terrain Tires		
66S	Upfitter Switches (Diesel Engine Requires Dual Alternators or 200 Amp Alternator Upgrade)		
76R	Reverse Vehicle Aid Sensor		
871	Rear View Camera System - Pick Up Bed Models		
41P	Skid Plate Package (4x4 Only)		
67E	Extra Heavy Duty Alternator (Gas Engines Only)		
473	Snow Plow Package		
525	Delete Cruise Control w/ Tilt Steering		
67H	Heavy Service Suspension Package		

	Trailer Tow Package w/ Class V Hitch		
52B	Tow Command Integrated Trailer Brake Controller		
62R	Transmission Power Take-Off (Available w/ Diesel Engine Only)		
85G	Tailgate Step		
85B	Stowable Bed Extender		
86#	Engine Idle Shutdown (Diesel Engine Only - Specify 5, 10, 15 or 20 Minutes)		
98R	Operator Commanded Regeneration (Diesel Engine Only)		
61M	Wheel Well Liner		
76S	Remote Start		
535	Max Trailer Tow Package (Requires Diesel Engine)		
61S/	Front and Rear Splash Guards		
43C	110V/400W Outlet		
86M	Dual Batteries (Gas Engine Only)		
52R	Stowable Bed Ramps		
67B	Dual Extra Heavy Duty Alternator (Diesel Engine Only)		
924/	Privacy Glass		
18A	Upfitter Interface Module		
585	SYNC - Handsfree Voice Communication (Includes AM/FM w/ MP3 Player)		
98F	CNG/LPG Conversion Capable Engine - Does Not Include Conversion		
15J	Gooseneck Hitch Kit		
15L	5th Wheel Hitch Kit - 18000lbs		
15W	Gooseneck/5th Wheel Prep Kit		
76C	Exterior Back Up Alarm/Chime		
90L	Delete Power Equipment Group (Regular Cab & Super Cab Models Only)		
17F	XL Décor Group		
96V	XL Value Package		
942	Daytime Running Lights		
	Seating Options - XL Package - Regular Cab Models:		
L	Vinyl High Back Bucket Seats		
4	Cloth 40/Console/Cloth 40 Front Seat		
1	Cloth 40/20/40 Bench Seat		
	After Market Installed Options:		
	Bedliner (Drop-In)		
	Bed Mat		
	Fiberglass Camper Top w/ Side and Rear Door Glass		
	Fiberglass Bed Cover (Tonneau Cover)		
	Warn 9000lb Winch & Black Grill Guard		
	Warn 12000lb Winch & Black Grill Guard		
	Warn Brush Guard for Winch		
	2" Ball, Receiver Tube and Pin for Frame Mounted Hitch		
	3 - Ball Hitch		
	Combo Ball and Pintle Hook		
	Adrian Single Lid Cross Box		
	Adrian Cross Box & Side Mounted Tool Boxes		
	4-Corner Flashing Strobe System (LED Lights)		
	LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes		
	Decals and Markings		
	Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)		
	FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)		
	1000lb Tommy Gate Installed		
	1300lb Tommy Gate Installed		

er Locks		
t		
\$23,223.00		
\$170.00		
\$558.00		
\$325.00		
\$395.00		
\$450.00		
\$500.00		
\$25,621.00		
\$100.00		
\$400.00		
\$800.00		
\$3,311.00		
\$2,012.00		
\$1,995.00		
\$5,580.00		
\$5,799.00		
\$5,781.00		
\$5,990.00		
\$8,995.00		
\$9,204.00		
To Be Provided		
To Be Provided		
\$9,231.00		
To Be Provided		
\$395.00		
\$395.00		
\$168.00		
\$461.00		
\$81.00		
\$76.00		
\$300.00		
\$168.00		
\$248.00		
Included		
\$103.00		
\$87.00		
\$87.00		
-\$188.00 (Deduct)		
\$127.00		

\$26.00		
\$274.00		
\$283.00		
\$380.00		
\$255.00		
\$255.00		
\$255.00		
\$182.00		
\$198.00		
\$115.00		
\$131.00		
\$76.00		
\$213.00		
\$704.00		
\$116.00		
\$92.00		
\$300.00		
\$558.00		
\$318.00		
\$630.00		
\$1,484.00		
\$376.00		
\$141.00		
-\$728.00 (Deduct)		
\$224.00		
\$730.00		
\$46.00		
\$360.00		
\$521.00		
\$102.00		
\$259.00		
\$195.00		
\$1,850.00		
\$1,450.00		
\$2,162.00		
\$2,795.00		
\$400.00		
\$45.00		
\$125.00		
\$165.00		
\$595.00		
\$1,698.00		
\$595.00		
\$925.00		
Call for Pricing		
\$1,150.00		
\$95.00		
\$2,495.00		
\$2,695.00		

VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2019 FORD F250**PU -7: Truck, Pick Up, 4x2, 3/4 Ton, Crew Cab, 6.75' Body****Contract #: 4400019971****Standard Equipment Included:**

6.2L V-8 Engine

Automatic Transmission

A/C

AM/ FM Radio

160" Wheel Base 6.75' Bed

Cruise Control

Power Steering

Power Brakes

Power Windows and Door Locks

Vinyl 40/20/40 Bench Seat

Heavy Duty Vinyl Floor

SC STATE CONTRACT PRICE:**\$26,035.00**

Body Installation/Coordination Fee

\$400.00

Chassis Model - Include Rearview Camera Prep Kit

\$100.00

18B Factory Installed Cab Steps (Super Cab and Crew Cab)

\$376.00

Knapheide Model 696LPJ 8' Low Profile Utility Body (Installed)

\$5,251.00

Sales Tax

\$500.00

TOTAL SC STATE CONTRACT PRICE:**\$32,662.00****ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:**

X3E 3.73 Limited Slip Rear Axle (Gas Engine Only)

\$395.00

X4M 4.30 Limited Slip Rear Axle (Gas Engine Only)

\$395.00

X3H 3.31 Limited Slip Rear Axle (Diesel Engine Only)

\$395.00

TBM LT245/75R17 All Terrain Tires

\$168.00

TCD LT265/70R17 All Terrain Tires

\$461.00

592 Roof Clearance Lights

\$81.00

41H Engine Block Heater

\$76.00

66S Upfitter Switches (Diesel Engine Requires Dual Alternators or 200 Amp Alternator Upgrade)

\$168.00

67E Extra Heavy Duty Alternator (Gas Engines Only)

\$87.00

525 Delete Cruise Control w/ Tilt Steering

-\$188.00

67H Heavy Service Suspension Package

\$127.00

Trailer Tow Package w/ Class V Hitch

\$26.00

52B Tow Command Integrated Trailer Brake Controller

\$274.00

62R Transmission Power Take-Off (Available w/ Diesel Engine Only)

\$283.00

43C 110V/400W Outlet

\$76.00

86M Dual Batteries (Gas Engine Only)

\$213.00

18A Privacy Glass

\$92.00

585 Upfitter Interface Module

\$300.00

98F SYNC - Handsfree Voice Communication (Includes AM/FM w/ MP3 Player)

\$558.00

90L Exterior Back Up Alarm/Chime

\$141.00

17F Delete Power Equipment Group (Regular Cab & Super Cab Models Only)

-\$728.00

96V XL Décor Group

\$224.00

942 XL Value Package

\$730.00

Daytime Running Lights

\$46.00

4 Seating Options - XL Package - Crew Cab Models:

1 Cloth 40/Console/Cloth 40 Front Seat

\$622.00

Cloth 40/20/40 Bench Seat

\$318.00

After Market Installed Options:

Warn 9000lb Winch & Black Grill Guard

\$2,162.00

Warn 12000lb Winch & Black Grill Guard

\$2,795.00

Warn Brush Guard for Winch

2" Ball, Receiver Tube and Pin for Frame Mounted Hitch			\$4	13.b
3 - Ball Hitch			\$125.00	
Combo Ball and Pintle Hook			\$165.00	
4-Corner Flashing Strobe System (LED Lights)			\$595.00	
LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes			\$925.00	
Decals and Markings			Call for Pricing	
Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)			Call for Pricing	
FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)			\$95.00	
1000lb Tommy Gate Installed			Call for Pricing	
1300lb Tommy Gate Installed			Call for Pricing	

(Deduct)

(Deduct)


LEE TRANSPORT EQUIPMENT INC.

POST OFFICE BOX 26 • COLUMBIA • SOUTH CAROLINA 29202

Lee Transport Equipment State Contract Service Bodies

Contract Number 4400019821

November 1, 2018 through October 31, 2020

Utility body, low profile for a 3/4 ton Chassis Cab

w/ 56" C/A single rear wheel. Knapheide 696LP Per unit:

\$4,259.00

Installation add:

\$992.00

Total Installed:

\$5,251.00

Options:

Full height body in lieu of low profile add: \$395.00

Flip lid body in lieu of low profile add: \$949.00

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

Ball hitch bumper, 5,000# capacity add: \$59.00

Interior compartment lights add: \$450.00

Single additional leaf spring each side, recommend for heavy applications: \$585.00

Kevlar spray in bed liner in cargo area add: \$595.00

Kevlar spray in liner on compartment tops add: \$200.00

Ladder bow set or side mount ladder rack add: \$500.00

Cab over deluxe ladder/pipe/material rack add: \$1,185.00

10,000# capacity (Class V) receiver hitch w/7-prong light plug add: \$325.00

Multi hitch combination hitch installed w/7-prong light plug add: \$325.00

Solid state digital electronic brake controller to SCDOT specs. installed add: \$225.00

4 way flashing strobe light system installed, front and rear add: \$625.00

Pedestal mounted flashing amber strobe light installed add: \$485.00

Master locking system, dual slide rods that lock each side with your pad lock add: \$425.00

Enclosed Body (Requires full height add)

45" high (inside) with dome lamp add: \$3,990.00

51" high (inside) with dome lamp add: \$4,490.00

Other Options are Available Under The Terms of This Contract!

Visit Lee Transport Equipment on the web at www.leetransport.net

E Mail Address:

Bill Cecil: bcecil@leetransport.net

Greg Stowers: gstowers@leetransport.net

Lee Transport Equipment

P.O. Box 26

Columbia, SC 29202

Phone: (803) 799-7860, Toll Free: (877) 799-7860, Fax: (803) 765-0535

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

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

Page: 8
 Date: 11/2/2018

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

Contract Number: 4400019971

Contractor: Vic Bailey Ford, Inc.

Initial Contract Term: 12/4/2018 10/31/2019

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD TBD

Vendor #: 7000079092

Order Cutoff Date: **TBD**

Contact: David Vetter

Model: Ford F250 Crew Cab Model W2A

Email: dvetter@vicbaileyauto.com

Commodity Code: 07202

Telephone: 864-585-3600

Delivery Days ARO: 90

Fax: 864-594-6802

BASE PRICE \$26,035.00

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

Optional Additions

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

Optional Deductions

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

Delivery Information

Distance from Dealership to SFM Delivery Point	10
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Delivery price per mile in excess of the miles above \$2.00

[Return to Index](#)

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

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

Page: 1
 Date: 11/2/2018

PICKUP INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cutoff Date	Base Price
PU-1: <u>Truck, Pickup, Compact, 4x2, 4 Cylinder</u> <u>Nissan Frontier SV King Cab 4x2/4</u>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$20,462.00
PU-2: <u>Truck, Pickup, 4x2, Intermediate, Extended Cab</u> <u>Chevrolet Colorado WT 12M53</u>	11/1/17 - 10/31/18	11/1/18 10/31/19	TBD	\$22,967.00
PU-3: <u>Truck, Pickup, 4x2, 1/2 Ton, Regular Cab, 6'</u> <u>Body, Flex Fuel</u> <u>Ram 1500 DS1L61</u>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$18,660.00
PU-4: <u>Truck, Pickup, 4x2, 1/2 Ton, Extended Cab, Flex</u> <u>Fuel</u> <u>Ram 1500 Quad Cab DS1L41</u>	12/4/18 - 10/31/19	TBD - TBD	TBD	\$19,530.00
PU-5: <u>Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel</u> <u>(SCDNR Spec)</u> <u>Ford F150 Super Crew Model W1E</u>	12/4/18 - 10/31/19	TBD - TBD	TBD	\$31,668.00
PU-6: <u>Truck, Pickup, 4x2, 3/4 Ton, Crew Cab</u> <u>Ford F250 XL Reg Cab F2A</u>	11/1/18 - 10/31/19	TBD - TBD	TBD	\$23,223.00
PU-7: <u>Truck, Pickup, 4x2, 3/4 Ton, Crew Cab</u> <u>Ford F250 Crew Cab Model W2A</u>	12/4/18 - 10/31/19	TBD - TBD	TBD	\$26,035.00
PU-8: <u>Truck, Pickup, 4x4, 3/4 Ton, Crew Cab, Heavy</u> <u>Duty</u> <u>Ram 2500 Tradesman DJ7L91</u>	11/1/17 - 10/31/18	11/1/18 - 10/31/19	TBD	\$30,252.00
PU-9: <u>Truck, Pickup, 4x4, 3/4 Ton, Extended Cab,</u> <u>Heavy Duty Diesel</u> <u>No Offer Received - Resoliciting and expect to have a contract in place no later than 1/18/2019.</u>	N/A - N/A	N/A - N/A	N/A	N/A
PU-10: <u>Truck, Pickup, 1 Ton, 4x4, Extended Cab</u> <u>No Responsive Offers Received. The State will not re-solicit this requirement.</u>	N/A - N/A	N/A - N/A	N/A	N/A

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

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

Page: 7
 Date: 11/2/2018

PU-6: Truck, Pickup, 4x2, 3/4 Ton, Regular Cab, 8' Body

Contract Number: 4400019874

Contractor: Vic Bailey Ford, Inc.

Initial Contract Term: 11/1/2018 - 10/31/2019

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD - TBD

Vendor #: 7000079092

Order Cutoff Date: TBD

Contact: David Vetter

Model: Ford F250 XL Reg Cab F2A

Email: dvetter@vicbaileyauto.com

Commodity Code: 07202

Telephone: 864-585-3600

Delivery Days ARO: 90

Fax: 864-594-6802

BASE PRICE \$23,223.00

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

Optional Additions

4x4 - Standard State Spec	\$3,312.00
Auxiliary Power Connection-Standard State Spec	\$170.00
Auxiliary Power Outlet	Standard
Bluetooth/Hands Free Calling	\$558.00
From Regular Cab to Ext. cab (not Crew)	\$1,995.00
Positive Traction/Limited Slip Rearend	\$395.00
Privacy Glass-State Standard Spec	\$92.00
Spray-In Bedliner	\$450.00
Two Package-State Standard Spec	\$26.00
Winch - Standard State Spec	\$2,162.00

Optional Deductions

Vehicle Delivery Fee	\$20.00
Power Locks & Windows to Manual	\$728.00

Delivery Information

Distance from Dealership to SFM Delivery Point 10

Delivery price per mile in excess of the miles above \$2.00

[Return to Index](#)

	State of South Carolina Invitation For Bid Amendment 4	Solicitation: 5400016177 Date Issued: 10/05/2018 Procurement Officer: MICHAEL SPEAKMON Phone: 803-737-9816 E-Mail Address: mspeakmon@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: STATEWIDE FOR PICKUPS

USING GOVERNMENTAL UNIT: Statewide Term Contract

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): 10/16/2018 11:00AM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 10/10/2018 10:00AM Questions Limited to Amended Parts Only

NUMBER OF COPIES TO BE SUBMITTED: One (1)

CONFERENCE TYPE: Pre-Bid
DATE & TIME: 09/05/2018 9:30AM

LOCATION: West Columbia City Hall
200 N. 12th Street
West Columbia, SC 29169

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on 10/19/2018. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR VLC BAILEY FORIS (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED 10-16-18
TITLE FLEET SERVICES MGR (business title of person signing above)	STATE VENDOR NO. 700214142 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME DAVID VEITER (printed name of person signing above)	STATE OF INCORPORATION SC (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☒ Sole Proprietorship ☐ Partnership ☐ Other _____

☒ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 501 E. DANIEL MORCEM AVE SPARTANBURG SC 29302	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) PO Box 3568 SPARTANBURG, SC 29304 864-585-3600 Area Code - Number - Extension Facsimile Dettrevichaley auto.com E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ☐ Payment Address same as Home Office Address ☒ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ☐ Order Address same as Home Office Address ☒ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	9-21-10	3	10-2-10				
2	10-1-10	4	10-5-10				

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
	0	0	0	NA

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)

☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)

STATE OF SOUTH CAROLINA – STANDARDIZED VEHICLE SPECIFICATIONS

(Revised 8/7/2018)

Introduction:

The following specifications are applicable if they are listed as “Factory Installed Items” (included in the “Base Price”) or “Option Equipment” (Add or Deduct Pricing). If they are not referenced by the spec item name (example: “Tow Package”) in the individual vehicle spec, they do not apply.

Should it be necessary to deviate from a standard spec, the deviation(s) will be expressly stated within the individual vehicle spec. The individual vehicle spec takes precedence over the standardized vehicle spec. Unless defined otherwise in an individual vehicle’s specification, the following standardized specifications apply where applicable and as listed in each vehicle spec.

Important Notice:

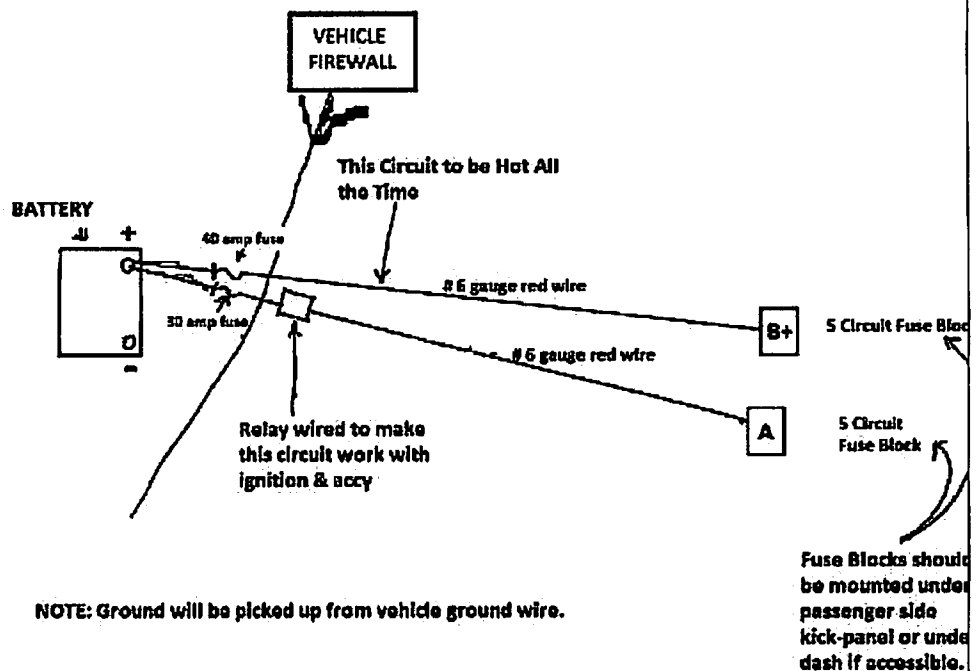
Contractors/vendors should review purchase orders carefully for items such as drawbar, pin, clip and shank configuration information, as well as anything else needing further description for the particular order, as provided in the contract documents. They should notify the ordering governmental entity when needed information is missing. This office will require delivery of all specified items unless the ordering governmental entity provides specific notice of relief from same in writing. **These type items are to be included in the contract prices.**

<u>Specification Name</u>	<u>Description</u>
Auxiliary Power Connection	A factory-installed, two-wire power connection shall be provided in the engine compartment. ➤ If the specified connection is not offered by the manufacturer, said connection may be installed by an up-fitter. ➤ Documentation of non-availability from the manufacturer is to be obtained from the manufacturer and included in the bid submittal. • The circuit shall be a minimum 5-amp fused with a minimum 14 gauge automotive-grade cable. ➤ The circuit shall operate with the ignition switch in the “Accessory” or “On” position, and shall include one red wire for ignition and one blue wire for accessory. • <i>The purpose of the power connection is to allow installation of additional high amperage accessories.</i> • <i>Note that on most individual vehicles specs, this item is considered an optional add-on. Be sure to review each individual vehicle spec carefully.</i>
Auxiliary Power Connection – DNR Specification	Department of Natural Resources (DNR) requires a significantly different Auxiliary Power Connection on select vehicles. The specifications below apply whenever the option “Auxiliary Power Connection – DNR Specification” is listed on a contract sheet, and subsequently selected on a purchase order. • Minimum two (2) 40-amp circuits that provide 12 volt connection for the installation of additional high amperage equipment. • The circuits shall provide: ➤ A two (2) wire harness with 6awg wire that includes one (1) wire powered when ignition switch is in the Accessory position and the ON position through a heavy duty relay;

- One (1) wire powered from the battery with 12 volts dc continuously.
- Both wiring harnesses shall be connected to the battery with a 40 amp fuse with 6awg wire and run inside to the passenger area (kick panel or under dash accessible to connect wires), with a 5 circuit fuse block and labeled to identify the circuit (battery, INC/ACCY).
 - To avoid circuit failure by exposure to excessive heat in the engine compartment, the relay should also be inside the vehicle in this area if at all possible.
 - This installation will allow for additional high amperage body equipment output such as, but not limited to: blue lights, radios, computers, work lights, pumps, and motors.
- The switch may be factory, dealer, or approved up-fitter installed.

NOTE: All non-factory installations of this item shall be tied into the chassis electrical system as specified by the vehicle manufacturer. Dealers and up-fitters are to carefully coordinate same with the vehicle manufacturer. The contractor guarantees all work associated with this item that is not covered by the vehicle's manufacturer warranty for the same specified time and usage as the vehicle's manufacturer warranty.

DNR AUXILIARY POWER CONNECTION DIAGRAM



Auxiliary Power Outlet	A factory-installed, 12-volt single port power outlet shall be provided in the dashboard or front console of the vehicle. • The power outlet shall operate with the vehicle ignition switch in the "Off" or "On" position. • The outlet must operate independently from other electronic components with on a minimum 20 amp circuit. • The outlet must be accessible from the driver's seat position. • If unavailable from the manufacturer, the auxiliary power outlet may be installed by an up-fitter. • <i>Note that on most individual vehicles specs, this item is considered an optional add-on. Be sure to review each individual vehicle spec carefully.</i>
Daytime Running Lights	If standard equipment, daytime running lights are to be made inoperable prior to delivery of vehicles purchased by and for law enforcement entities.
Engines - Diesel	For Diesel-powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum.
Engines – Gasoline/Unleaded/E 10	For gasoline-powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum. These engines are to perform as follows: • No noticeable degradation in vehicle drivability; • Minimal impact on vehicle operating efficiency (defined to be no more than 10% decrease in fuel economy); • Maintenance sensors and warning systems are to display normally (i.e. use of E10 is not to cause the check engine light to illuminate). NOTICE: The State of South Carolina has transitioned to the E10 Unleaded Fuel Blend. The fuel contracts reflect the same.
Floor Mats	Unless stated otherwise in the individual vehicle specifications, the following applies: • In vehicles with <u>carpeted</u> flooring, the manufacturer's vehicle-specific floor mats are to be supplied for all major seating points of the vehicle. • If a manufacturer is unable to supply floor mats for carpeted vehicles (i.e. due to specific vehicle packages), equivalent (in quality and fit) aftermarket mats must be provided for all major seating points. • In vehicles with <u>vinyl or heavy duty rubber flooring</u>, floor mats are <u>not</u> to be provided, and may not be requested by the ordering governmental entity. NOTICE: Should an individual vehicle's specifications with carpeted interior request rubber or vinyl floor mats, those mats will be of a high quality, heavy duty construction.

Four-wheel Drive (4x4) & All-Wheel Drive (AWD)	<u>4x4 Definition:</u> The State of South Carolina recognizes the definition of a 4x4 (four-wheel drive)-equipped vehicle as follows: • The vehicle is primarily rear-wheel drive, and equipped with locking differentials, low-range gearing, and is controlled by transfer case. • Power distribution is not distributed/vectored alternately between wheels by the vehicle computer. • The 4x4 system can be selected for 4x2/rear wheel drive, low, and high settings on part-time 4x4 vehicles (either by lever or electronic selection). • Full-time 4x4 vehicles do not have computer-controlled power vectoring to the wheels, but may allow for low and high range selection. <u>4x4 Package:</u> For vehicles equipped with 4x4 as defined above, the State requires the following to be provided on said vehicle: ➤ Transfer case with auto locking hubs (operator may lock hubs without leaving the cab). ➤ Factory installed protection for fuel cell and transfer case. Protection must be adequate to prevent puncture to either system. ➤ Locking or limited slip differential or electronic traction control. ➤ Suspension – all changes recommended by the manufacturer for 4x4 operation to be provided and completed. ➤ All-terrain tires <u>All-Wheel Drive (AWD) Definition:</u> The State of South Carolina recognizes the definition of an AWD-equipped vehicle as follows: • The vehicle computer controls the amount and timing of power distribution/vectoring to each of the wheels. • The driver does not have the ability to completely eliminate the computer's control of power distribution (variable mode options of an AWD system does not classify a vehicle as 4x4 instead of AWD). • The vehicle is typically always readily engaged in an All-Wheel Drive power distribution, whether or not the computer has selected all wheels to receive power at any given moment. <u>AWD Package:</u> The State requires AWD vehicles to be fully equipped with all warranty-necessary suspension and protective devices as defined by the manufacturer. <u>NOTICE:</u> The State of South Carolina does not consider AWD to be equivalent to 4x4. Therefore, AWD will not be accepted as a substitute for 4x4. Refer to individual vehicle specifications to determine if a vehicle must be either 4x4 or AWD, or if either option is acceptable for the individual vehicle spec.
Head Restraints	All outboard seating positions shall have factory installed head restraints via head rests or high back seats. The head restraints shall meet all requirements of US Department of Transportation, National Highway Traffic Safety Administration, and Federal Motor Vehicle Standards. <u>NOTICE:</u> If head restraints are not available, the contractor shall provide each ordering governmental entity notification from the manufacturer verifying that head restraints are not available. If head restraints are available from the manufacturer

	as an optional item, they must be included in the offer and incorporated into the base price of the vehicle.
Keys	Three (3) ignition-capable (and programmed) keys and two (2) fobs/remotes are to be provided for each vehicle delivered. • The two (2) fobs/remotes are only required if the vehicle is equipped with power locks. • For manufacturers whose keys are an integrated key/fob, three (3) fully functional (ignition-capable) integrated key/fobs are required. • Cost for the key and fob sets are to be included in the base price.
Pickup Box Removal and Lamp Detection	Trucks provided with a pickup box removal shall have lamp detection turned "Off" to allow exterior turn signal lights and interior audible and/or visual turn signal indicators to work properly.
Privacy Glass -- Extended & Crew Cab Pickups, Cargo & Passenger Vans, Utility Vehicles	If "Privacy Glass" is required as part of the individual vehicle spec (or as an add-on item), for a qualifying vehicle class as defined below, the State of South Carolina defines privacy glass and its applicable vehicular location as: • Deep tint with a VLT of 18-20%. • Only applicable to glass aft of the B pillar for the specifically defined vehicle classes within this spec. Qualifying Vehicles: • Extended and crew cab pickups • Cargo and passenger vans • Utility Vehicles – which are specifically on state contracts defined for SUVs • State contract law enforcement vehicles NOTICE: • Vehicles specifically assigned Sedan contracts, exclusive of law enforcement contracts, do not qualify for privacy glass.
Radio Noise Suppression	Governmental fleet vehicles may have an approximate 150-watt mobile (two-way) radio installed, operating on the frequencies of 44-47 MHz as designated by the FCC (CFR 47, Part 90). To anticipate possible installation of such radio equipment, the vehicle shall be fully compatible with the above radio installation and all vehicle components and equipment shall not interfere with the operation (transmitting or receiving) of the mobile radio.

Rear View Camera Systems (All vehicles under 10,000 GVWR)	Vendor shall provide an installed rear view camera system complete with camera, cabling, and hardware meeting requirements of Federal Motor Vehicle Safety Standards (FMVSS) 111 Standard for rear vehicle visibility. The rearview camera system shall provide a compliant image from a factory standard screen. If available and not already standard, the ability to upgrade to an in-dash monitor shall be allowed through the cost + 10% charge when requested by the purchasing agency.
Side Mirrors— Extended Breakaway	The primary mirror will be a minimum of 6"x 14". The convex mirror will be a minimum of 5". The purpose of the mirror is to improve the driver's view to the rear when towing & backing.
Step Bar – Entry/Egress	<u>Definitions:</u> • Door threshold – point of the vehicle where the driver & passengers place their foot upon entering the cabin. • Step Bar – shall be a 3" diameter bully single, extended, or double step bar, or equivalent. <i>The bar must have a minimum weight capacity of 250 lbs., and must be of metal construction.</i> • Running board – an elongated platform step that measures no less than six inches deep, and must be installed to allow entry and egress from all side doors (including driver's as measures dictate). <i>The board must have a minimum weight capacity of 250lbs.</i> <u>Method of Measurement:</u> From level ground (not including curbing), measure the vertical clearance from the ground to the threshold for each passenger and driver entry door as defined above. <u>Spec for Vans (including Cutaways):</u> • <u>Running boards</u>, as defined above, are required <u>at all doors where</u> the ground-to-threshold clearance exceeds 19". • The astern rear door is exempt from this spec. • <i>Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. <u>Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.</u></i> <u>Spec for Pickups & Large Trucks:</u> • <u>Step bars</u>, as defined above, are required <u>at all doors where</u> the ground-to-threshold clearance exceeds 21". • For vehicles with extended, quad, or crew cabs (no matter the manufacturer's marketing description), an extended length or double step bar shall be installed that services the entry and egress for all doors. • <i>Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. <u>Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.</u></i> <u>Spec for Utilities (SUV & Crossover):</u>

	• <u>Running boards</u>, as defined above, are required when any passenger (including driver) door's ground-to-threshold clearance on a utility vehicle exceeds 21". • The running board shall cover the length of the rocker panel from the forward point of the front doors, to the rearward point of the rear passenger doors. • The astern rear door/hatch is exempt from this spec. • <i>Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. <u>Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.</u></i> NOTICES: • In all cases, overall manufacturer-desired ground clearances must be maintained. • All step bars and running boards shall be the type that are customarily manufactured and marked to be used as steps (not décor). • Step bars must be black powder coated, and certified for a minimum weight capacity of 250lbs. • Running boards should be black in color. Molded plastic running boards (OEM or aftermarket) are acceptable, so long as they are certified to a minimum weight capacity of 250lbs. • Steps are not required for astern rear doors/hatches on vans or utilities.
Tires	Tires are to be mounted with black walls turned to the outside. • All tire walls with contrasting colors such as white, red, raised white lettering, etc. are to be turned and mounted to the inside. • The ordering governmental entity may reject delivery if black walls are not turned to the outside.
Tow Package	<u>State of South Carolina Tow Package:</u> Factory installed hitch plus all necessary components to match or exceed the maximum rated towing capacity of the vehicle are to be included. • Wiring will be completed to include all necessary components to utilize both 4-way and 7-way wiring harnesses. • Standard configuration for drawbar, ball, pin, and clip: ➤ Standard is the DNR specification below, unless otherwise stated by the ordering governmental entity. ➤ Department of Natural Resources (DNR) configuration is: drawbar with 2" drop, pin, clip, and 2" ball w/ 1" solid shank. NOTICES: • This spec applies when: ➤ A governmental agency specifically requests the tow package as part of the vehicle order, or ➤ The individual vehicle spec includes the tow package as required/standard equipment.

	• If the drawbar, pin, clip, and shank configuration is inadvertently omitted from a purchase order (i.e. "tow package" was the only description provided on the PO), it does not relieve the contractor of the requirement to provide the standard configuration above, or as outlined in the individual vehicle specifications. • If a vendor's vehicle is provided factory-equipped (factory standard) with the hitch assembly, the vendor does <u>not</u> have to supply the standard configuration of the State of South Carolina tow package (wiring, drawbar & ball) when: ➢ The ordering governmental entity has not requested the tow package as part of the purchase, or ➢ The individual vehicle spec does not require the tow package as a standard/base item for the contract.
Winch	The standard specification winch is as follows: • Warn model XD9000 Zeon 10 (88990) • Electric • Front Mount • 9,000lb. 10,000lb. capacity, with roller fairlead (5742) • 125' 80' cable • Grille guard with center horizontal bar and mounting bracket NOTICES: • The mounting bracket must not extend below the height of the front bumper. • The winch package may be installed by the contractor/factory, or an approved up-fitter.
Vehicle Up-fits – Unapproved / Not Ordered	If a vendor <u>chooses</u> to fulfill an order with dealer stock / retail units that were up-fitted beyond factory-standard/equipped accessories (i.e. tow package, bed liner, toolboxes, satellite radio, navigation, etc.), but not requested by the ordering governmental entity, the vendor may <u>not</u> petition the ordering governmental entity for reimbursement of the up-fit(s).

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End of Standard State Specifications.

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FY19 Vehicle Specification	
PUG - Truck, Pickup, 3/4 Ton, Regular Cab, 8ft. Body, Single Rear Wheel, 4x2/4x4, Flex Fuel	

NOTE: Vendors must complete all blocks highlighted in BLUE below. Failure to complete ALL blocks highlighted in BLUE may deem your offer non-responsive.

Vendor Name:	Vic Bailey Ford
Vendor-suggested Model Name and Model Number:	F250 - F22
Base Price:	\$23,223.00

NOTE: If Add is included in the base price enter \$0.00 in the BLUE cell below and indicate "standard" in the GREEN cell. Use the GREEN cell below also to indicate whether an Add or Deduct requires an additional Add or Deduct. Be Specific.

Measures & Capacities	Requirement	Required Equipment	Requirement	Additions	Add-on Amount	Addition Comments
Battery - Min. CCA	500	All federally-required safety components	Required	4x2 to 4x4 (per state spec)	\$3,312.00	
Body/Cab Style	Regular - 2 doors, no rear seat	Must contain all components as retail base model	Required (unless otherwise stated)	Auxiliary Power Connection (per state std. spec.)	\$170.00	
Cargo Box Length (ft.)	Min. 8	Additional Colors	N/A	Auxiliary Power Outlet	\$0.00	this item is standard
Cargo Volume - Min. (in Cargo Box) (cu. ft.)	76	Factory-Std. Colors	Required	Bluetooth/Hands Free Calling	\$558.00	
Doors - Min. #	2	Factory-Std. Solar Glass	Required	From Regular to Ext. Cab (not crew)	\$1,965.00	
Engine - Cylinders	Min. 8	Air Conditioning	Required	Positive Traction/Limited Slip Rearend	\$395.00	
Engine - Fuel Type	flex Fuel (E85/Regular)	AM/FM Stereo Radio	Required	Privacy Glass (per state spec)	\$52.00	
Engine - Liters	5.6, Min. as base	Cargo Box Light	Required	Spray-in Bedliner	\$450.00	
Engine - Min. Horsepower	355	Cruise Control w/Resume	Required	Tow Package (per state spec)	\$26.00	
Engine - Min. Torque (ft.lbs.)	375	Floor Mats	No	Winch - (per state spec)	\$2,162.00	
Fuel Capacity	Factory Standard	Flooring	Vinyl			
GVWR - Min/Max (lbs.)	9200/10100	HD Transmission Cooler	Required	Deductions	Deduction Amount	Deduction Comments
Head Room - Front (in.)	39.5	Intermittent Wipers	Required	Power Locks & Windows to Manual	\$728.00	
Head Room - Rear (in.)	N/A	Locking Tailgate	Required			
Keys	3 (see std. specs)	Power Brakes	Required			
Passengers - Min. #	3	Power Door Locks w/Keyless Entry	Required			
Payload - Min. (lbs.)	3200	Power Driver Seat	No (Unless standard)			
Rear Axle Ratio - Min.	3.73	Power Side Mirrors (Passenger & Driver)	Required			
Towing - Min. (lbs.)	10000	Power Steering	Required			
Transmission Type	Automatic (min. 5-speed)	Power Windows	Required			
Vehicle Height - Min. (in.)	76	Radio Noise Suppression	Required (see std. specs)			
Vehicle Wheelbase - Min./Max. (in.)	133/142	Rearview/Backing Camera	Required			
Vehicle Width - Min. (in.)	78	Seating Configuration	Split Bench			
Vehicle Length - Min. (in.)	223	Seating Construction	Vinyl			
		Spare Tire	Full Size			
		Steps/Running Boards	See Std. Specs			
		Tilt Steering Column	Required			
		Tires	Factory Standard Size, All Terrain, E Load Rating			

DELIVERY INFORMATION

	Distance from Dealership to SFM Delivery Point (in Miles)	10
	Amount of Base Price Allocated to Delivery to SFM	\$20.00
This field will automatically populate from the Delivery Information entered above.	Price Per Mile Contractor May Charge	\$2.00
Enter the days ARO in the BLUE cell	DAYS ARO:	90

PRICE CALCULATIONS

(These cells automatically populate)

Base Price:	\$23,223.00	
Total of All ADDS:	\$9,160.00	
25% of all ADDS:	\$2,290.00	
Total of All DEDUCTS:	\$728.00	
25% of All DEDUCTS:	\$182.00	
Evaluated Amount:	\$25,331.00	ENTER THIS AS YOUR BID IN SCEIS



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of two (2) F-350 Crew Cab Trucks with an enclosed Canopy for the Street Division, as requested by Fleet Services. Award to Dick Smith Ford, Inc. using the State Contract in the amount of \$94,536.00. The vendor is located in Columbia, SC.

REQUISITION NO.: R193851

FUNDING SOURCE & ORIGINAL BUDGET: Streets – Water & Sewer Repair; Auto, Trucks, Hvy-Equip-Capital 5513202 – 658500. The original budgeted amount is \$100,000.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

	Price per Truck	For two (2) Trucks
Base Price	\$28,712.00	\$57,424.00
Body Handling	\$ 895.00	\$ 1,790.00
Install and program factory camera	\$ 354.00	\$ 708.00
Crew Cab	\$ 2,790.00	\$ 5,580.00
Deduct 60" ca	\$ -153.00	\$ -306.00
TOTAL	\$32,598.00	\$65,196.00
Lee Transportation	\$14,170.00	\$28,340.00
TOTAL	\$46,768.00	\$93,536.00
SC State Taxes	\$ 500.00	\$ 1,000.00
PO Total	\$47,268.00	\$94,536.00

ATTACHMENTS:

- **#a:** R193851 - State Contract #4400019805 (PDF)
- **#b:** SC Contract #4400019821- Lee Transport (PDF)
- **#c:** R193851 - Quote - F-350 w -enclosed Canopy (PDF)

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

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

Page: 3
 Date: 1/8/2019

CC-2: Cab/Chassis, 11,200 GVWR

<u>Contract Number:</u>	4400019805	<u>Contractor:</u>	Dick Smith Ford, Inc.
<u>Initial Contract Term:</u>	11/1/2018 - 10/31/2019	<u>Address:</u>	7201 Garners Ferry Rd., Columbia, SC 29209
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000088455
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Mark Coward
<u>Model:</u>	Ford F-350 / F3G	<u>Email:</u>	markcoward@dicksmith.com
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	803-343-5821
<u>Delivery Days ARO:</u>	100	<u>Fax:</u>	803-376-6237

BASE PRICE \$28,712.00

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

Optional Additions

Body Installataion Fee \$895.00

The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.

Deisel Engine \$9,230.00

4-Door Crew Cab \$2,790.00

Operator's Manual \$100.00

Operator's Training No Charge

Repair Technician Training No Charge

Shop Manual (For All Components - CD or DVD Preferred) No Charge

Optional Deductions

Auxiliary Power Connection-Standard State Spec \$135.00

Sixty (60") Inch CA \$153.00

Step Bar Entry / Egress - (Standard State Specification) No Charge

[Return to Index](#)

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

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

Page: 1
 Date: 1/08/2019

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

Note: The above date reflects the maximum contract period.

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

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

TELEPHONE NUMBER: (803) 799-7860

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

VENDOR NUMBER: 7000050670

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

IMPORTANT SC DOT SPECIFICATIONS:

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

IMPORTANT DELIVERY INFORMATION:

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

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

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

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

Page: 8
 Date: 1/08/2019

Lot 3—Utility Bodies

CONTRACT NUMBER: 4400019821

TERMS: Net 30 Days
DELIVERY: 30 Days ARO

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

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

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

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

Date: 03/11/2019
Quotation For: City of Columbia
Contact: Marlon Epps
Phone: 803-331-3015

Standard Equipment Included:		SC State Contract #4400019805 (F350)
6.2L V-8 Engine	Auxillary Power Switch	Electrical 7-Way RV Plug
Automatic Transmission	Back-Up Alarm	Step Bar Entry / Egress
Air Conditioning	Clearance Lights	Tow Hitch
AM/FM Stereo Radio/Bluetooth/Sync	Cruise Control w/Tilt Steering	Power Windows and Door Locks
Front and Rear Stabilizer Bars	Extended Breakaway Mirrors	Driver and Passenger Air Bags
Posi-Traction or Limited Slip Differential		

Base Price		28,712.00
Add body handling		895.00
Add install and program factory camera		354.00
Add crew cab		2,790.00
Deduct 60" ca		-153.00
Lee Transport quote # GS-03112019-J		14,170.00
SC State Contract # 4400019821		
	Tax:	500.00
	Total:	47,268.00

LEE TRANSPORT EQUIPMENT INC.

14.c

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

Quote # GS-03112019-J
Date: 3/11/2019
Phone # 803-331-3015
Fax#

Personal Contact: Marlon Epps

PRICING:

(South Carolina State Contract for Service Bodies Number #4400019821)

Furnish and install Knapheide 6108D54LPJ, 9' service body to State Contract Specifications.	\$ 6,390.00
Add options:	
Knapheide KC108M2094J Canopy roof in lieu of low profile body.	\$ 5,985.00
2-Interior LED dome lights.	\$ 260.00
Body completely installed, painted and federally certified.	INC
Master locking system installed.	\$ 425.00
4-Corner Star DLX-6AW LED strobe light system installed (2 in truck grill and 2 on rear of body).	\$ 685.00
Class 5 Receiver hitch installed with 7-way plug and back up alarm.	\$ 425.00

Price good for 30 days. Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: F-350/F-450 DRW C/A 60" Paint: White

Other Data:

Price:	\$ 14,170.00
Special Discount:	\$ -
Net Price:	\$ 14,170.00
Local Option Tax:	\$ -
State Sales Tax:	
Total Price:	\$ 14,170.00

Tax Exempt No: Terms: Delivery Date: Accepted By: Date:

Lee Transport Equipment, Inc.

Greg L Stowers



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Pothole Patcher for the Street Division, as requested by Fleet Services. Award to Carolina International Trucks, Inc. in the amount of \$182,626.38. This vendor is located in Columbia, SC.

REQUISITION NO.: R193884

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets - Water & Sewer Repair - Auto, Trucks, Heavy Equipment Capital 5513202-658500. The original budgeted amount was \$182,626.38.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Department of Procurement and Contracts received two (2) responsive and responsible bids for this project under BID-047-18-19 KSB.

Base Bid	\$ 182,126.38
SC Tax	\$ 500.00
Total Purchase Amount	\$ 182,626.38

ATTACHMENTS:

- **#a:** R193884 - Specs - Pot hole patcher (DOCX)
- **#b:** R193884-Carolina International Trucks Bid (PDF)
- **#c:** R193884-Cab and Chassis Specs (DOCX)

1. **GENERAL**
Pro-Patch model TCM 425-80-DHE, **U.S. Patent# 5988935 or equal**, unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.
2. **BODY DIMENSIONS**
 The body is 112" long, 50" high and 78" wide. It has Diamond Tread safety step side fenders with two ladders, body assist handles. Body has L.E.D. style stop, turn, emergency flashers and side marker lights. The body has a lockable tool storage compartment measuring 83" long, 22" deep and 10" high.
MUD FLAPS INCLUDED.
3. **BODY INSULATION**
 The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.
4. **HYDRAULIC OPERATED STEEL TOP DOORS**
 Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 1/2" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the rear of the unit.
5. **CAPACITY**
 The asphalt aggregate hopper holds 4.25 cubic yards level full or 6 tons maximum load.
6. **HEATING SYSTEMS**
 The body shall have a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks. Exhaust stacks have an automatic electronic dampner, **U.S. Patent# 6681761**, that opens when burners are fired and close when burners shut off to prevent heat loss. The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic ignitor. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state.
7. **ELECTRONIC CONTROLS**
 All electronic controls will be solid state shock resistant. Thermostat for tack oil tank is 0/200° F. Thermostat for asphalt aggregate hopper is 0/300° F. Thermostat for the asphalt hopper has built in high limit safety shut down switch. Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.
8. **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**
 The tank capacity is 80 gallons and has a double steel jacket with 2" insulation. The tank is built onto the main body and is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 160° F., using the truck engine coolant system as the heat source. The emulsion pump and all lines are in an insulated heated area. The tank has 220 volt thermostat controlled dry well electric heater and a hot well for storing the spray wand in cold weather. Tank has an 8" fill spout and a 2" gate valve on tank drain. For ease of maintenance or change out of heater, tank does not have to be drained.

9. **ELECTRIC HEATING SYSTEM**

The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw immersion heater, thermostat controlled with 25' of cord with ground fault interrupt system. The heating system is capable of maintaining heated material up to 300° F. during non-working hours.

10. **FRAME MOUNTED LP GAS BOTTLE**

35 gallon frame mounted LP gas bottle with quick fill connector, 10 psi regulator and fuel sight gauge.

11. **TEMPERATURE GAUGES**

The unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.

12. **HAND TORCH**

For drying off repair site and cleaning hand tools, the unit has a 200,000 propane BTU hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.

13. **LIQUID ASPHALT OIL PUMP**

A hydraulically driven, 1 1/2" self priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. Air injection systems do not have this capability.

14. **PAVEMENT BREAKER**

Stanley BR 72 Pavement Breaker, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.

15. **HYDRAULIC TOOL LINE HOSE REEL**

Shall be 3000 PSI with dual 25' hydraulic tool lines. Reel is spring loaded auto-retractable.

16. **LIQUID ASPHALT HAND SPRAYER**

A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.

17. **HYDRAULIC PUMP**

The pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.

18. **HYDRAULIC OIL RESERVOIR**

30 gallon capacity with sight and temperature gauge, ventilated fill cap, 100 micron sump strainer and a 10 micron return filter.

19. **HYDRAULIC OIL COOLER**

A Thermal Dynamic eight tube Hydraulic Oil Cooler. The fan cooler operates on 12 volt DC and is thermostat controlled.

20. **HYDRAULIC HOSE AND FITTINGS**

All hoses and crimped fittings have a minimum of 8000 PSI burst pressure.

21. **HYDRAULIC CONTROL VALVE**

Five spool, two way, variable flow with 2000 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit. The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open. This system is designed to divert hydraulic oil pressure back to the tank. Electronic solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.

22. **SCREW CONVEYOR (DUAL CONVEYOR MOTORS 1 FRONT AND 1 REAR)**

10' long by 6" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted. Conveyor is driven by **Dual** 9200 in.lb. torque variable speed hydraulic motors with forward and reverse. Shall have a delivery chute with 120° of pivot. All bearings can be greased through a feeder line mounted outside the unit from ground level.

23. **ASPHALT AGITATOR**

The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 9200 in.lb. torque variable speed hydraulic motor with forward and reverse. All bearings can be greased through a feeder line mounted outside the unit from ground level.

24. **P.T.O.**

A Muncie or Chelsea Hot Shift.

25. **ELECTRONIC THROTTLE CONTROL**

A two (2) or three (3) speed, depending on application, rear mounted remote switch allows operator more control over which speed and pressure each particular job requires. As a safety feature, the switch will not function unless the park brake is set on the vehicle.

26. **DIESEL / RELEASING AGENT STORAGE TANK**

An 18 gallon capacity tank, equipped with a 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.

27. **DIESEL FUEL HOSE REEL**

Hose reel for diesel fuel spray wand has 20' of hose. Reel is spring loaded auto-retractable.

28. **SPOILS BIN**

The spoils bin is 30" wide with a 1.25 cubic yard capacity, gravity dump. Asphalt spoils may be loaded or discharged from both sides of the truck.

29. **VIBRATORY COMPACTOR PLATE**

The vibratory compactor plate is a Wacker WP 1550AW with a 5.5 hp Honda Engine, operating weight is 190 lbs., centrifugal force 337 lbs., plate size 19.5 in.x 23 in., a water tank and hold down brackets.

30. **HYDRAULIC REAR LIFT PLATFORM**

A hydraulically operated lift platform for loading or unloading compactor plate. The platform has a

safety latch in the up position, an in cab “platform down” indicator light with compactor plate hold down brackets and an optional pavement breaker mount. All controls for platform are at the rear of the unit.

31. **HYDRAULIC AIR COMPRESSOR**

Used to blow out repair sight and other compressed air demands. A separate self contained 25 CFM @ 125 PSI hydraulic driven air compressor with cooling fan. Hydraulic and electric controls are located at right rear of unit. Air compressor comes with quick couplers, 20 foot air hose, 5 foot air blow gun with deadman control valve, 5 gallon air tank with cable assisted condensation drain and 150 psi relief valve.

32. **AIR LINE HOSE REEL**

An air line hose reel with 20’ of hose. Reel is spring loaded auto-retractable.

33. **DRIP PAN**

A ten (10) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work day, with necessary valve for draining.

34. **WATER TANK**

A frame mounted eight (8) gallon tank with valve and hose. Water supply for asphalt compactor plate with rust proof liner.

35. **DIRECTIONAL ARROW BOARD**

The arrow board is an Able 2 with arrow flashing left, right and warning bar. The board is mounted on the rear of the patch unit with in cab controls.

36. **STROBE LIGHT**

A pedestal mounted Meteorlight model SY2000 series.

37. **WORK DECK**

The Work Deck shall be constructed of 1/4” angle iron and 3/16” expanded metal with assist hand rails and shall be mounted between hopper and truck cab. Deck to provide easy and safe access to emulsion oil tank and asphalt hopper.

38. **ASPHALT LUTE AND SHOVEL HOLDERS**

Qty 4 (four) spring loaded asphalt lute and shovel holders, mounted curb and street side of unit. (2 ea. side).

39. **WORK LIGHTS**

Two (2) each 250,000 candle power Peterson V530 rear mounted work lights with weather proof on-off toggle switch.

40. **COLOR**

Unit shall be Gloss Black.

41. **SERVICE MANUALS AND TRAINING**

H.D. Industries, will furnish two (2) parts, service and operators manuals with training program for each machine and delivery.

42. **WARRANTY**

Twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

Bid No: 047-18-19-KSB Pothole Patcher Truck
Page No: 6

R193884
Carolina International Trucks

DEPARTMENT OF PROCUREMENT AND CONTRACTS

1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for a Pothole Patcher Truck are subject to the conditions, and all provisions, etc., set forth herein and attached, and will be received electronically using eBidcolumbiasc until March 11, 2019 at 11:00 A.M. The commodities and/or services must be furnished as described and specified, and delivered to Fleet Services, 2910 Colonial Drive, Columbia, SC 29203. Machine must be delivered no later than 60 days from the time the purchase order is issued.

All bids must include all costs of transportation to the required destination and the bidder is responsible for all equipment during transport.

Bid No. 047-18-19-KSB

By: Kimberly S. Brown, Buyer
Kimberly S. Brown

One - Pothole Patcher Truck
QUANTITIES/COMMODITIES
OR SERVICES

\$ 182,126.38
UNIT PRICE
DOLLAR CENTS*

One (1)
Combined Overall Price

\$ 182,126.38

* It is the intent of the City of Columbia to procure one (1) Pothole Patcher Truck

✓ 200 Day Delivery after P.O. Received - Randy Spires
**Price is to be entered into eBidcolumbiasc located at
<https://columbiasc.ionwave.net/Login.aspx>. DO NOT include the sales tax in the price. 3-11-19

Award will be made to the lowest responsive and responsible Bidder.

Tentative Schedule of Events

Invitation to Bid issued	March 1, 2019
Last Day for Questions	March 6, 2019 at 12:00 P.M.
Invitation to Bid Opening	March 11, 2019 at 11:00 A.M.
Intent to Award (Tentative)	April 3, 2019
City Council Approval (Tentative)	April 16, 2019

SPECIFICATIONS FOR CAB AND CHASSIS

1. **Price Level**

M2 Prl-17m (Eff:11/14/17)

2. **Data Version**

Specpro21 Data Release VER 007 1

3. **Vehicle Configuration**

M2 106 Conventional Chassis

2020 Model Year Specified

Set Back Axle - Truck

Straight Truck Provision

LH Primary Steering Location

4. **General Service**

Truck Configuration

Domiciled, USA 50 States (Including California and Carb Opt-In States) Refuse Service

Services Business Segment

Liquid Bulk Commodity

Terrain/Duty: 100% (All) Of The Time, In Transit, Is Spent On Paved Roads

Maximum 8% Expected Grade

Smooth Concrete or Asphalt Pavement - Most Severe In-Transit (Between Sites) Road Surface

Medium Truck Warranty

Expected Front Axle(S) Load: 12000.0 Lbs

Expected Rear Drive Axle(S) Load: 23000.0 Lbs

Expected Gross Vehicle Weight Capacity: 35000.0 Lbs

5. **Truck Service**

Tank Body

Youngs Tank

Expected Body/Payload Cg Height Above Frame "Xx" inches: 32.0 In

6. **Engine**

Cum B6.7 250 HP @ 2400 Rpm, 2600 GOV 660 LB/FT@ 1600 Rpm

7. **Electronic Parameters**

75 Mph Road Speed Limit

Cruise Control Speed Limit Same as Road Speed Limit

PTO Mode Engine Rpm Limit - 1100 Rpm

PTO Mode Throttle Override - Limit to 1100 Rpm

PTO Mode Brake Override - Service Brake Applied

PTO Rpm with Cruise Set Switch - 900 Rpm

PTO Rpm with Cruise Resume Switch - 900 Rpm

PTO Mode Cancel Vehicle Speed - 5 Mph

PTO Governor Ramp Rate - 250 Rpm Per Second

Two Remote PTO Speeds

PTO Speed 1 Setting - 900 Rpm

PTO Speed 2 Setting - 1100 Rpm

PTO Minimum Rpm - 700

Regen Inhibit Speed Threshold - 5 Mph

8. Engine Equipment

2016 Onboard Diagnostics/2010 EPA/Carb/Final GHG17 Configuration

2008 carb Emission Certification - Clean Idle (Includes 6x4 Inch Label On Lower Forward Corner of Driver Door)

Standard Oil Pan

Engine Mounted Oil Check and Fill

One Piece Valve Cover

Side of Hood Air Intake with Firewall Mounted Donaldson Air Cleaner

DR 12v 160 Amp 28-Si Quadramount Pad Alternator with Remote Battery Volt Sense

(2) Alliance Model 1231xoe, Group 31, 12 Volt Maintenance Free 2250 CCA Threaded Stud Batteries

Battery Box Frame Mounted

Standard Battery Jumpers

Single Battery Box Frame Mounted LH Side Under Cab

Wire Ground Return for Battery Cables with Additional Frame Ground Return

Non-Polished Battery Box Cover

No Cab Auxiliary Power Wiring

Positive and Negative Posts for Jumpstart Located On Frame Next to Starter

Cummins Turbocharged 18.7 Cfm Air Compressor with Internal Safety Valve

Standard Mechanical Air Compressor Governor

Air Compressor Discharge Line

Electronic Engine Integral Shutdown Protection System

Cummins Exhaust Brake Integral with Variable Geometry Turbo with On/Off Dash Swit

RH Outboard Under Step Mounted Horizontal Aftertreatment System Assembly with Rh Horizontal Tailpipe

Engine Aftertreatment Device, Automatic Over the Road Regeneration and Dash Mounted Regeneration Request Switch

Standard Exhaust System Length

Rh Standard Horizontal Tailpipe

6 Gallon Diesel Exhaust Fluid Tank

100 Percent Diesel Exhaust Fluid Fill

LH Medium Duty Standard Diesel Exhaust Fluid Tank Location

Standard Diesel Exhaust Fluid Pump Mounting

Standard Diesel Exhaust Fluid Tank Cap

Borg Warner Viscous Fan Drive

Cummins Spin On Fuel Filter
 Full Flow Oil Filter
 950 Square Inch Aluminum Radiator
 Antifreeze To -34f, Oat (Nitrite and Silicate Free) Extended Life Coolant

Gates Blue Stripe Coolant Hoses or Equivalent
 Constant Tension Hose Clamps for Coolant Hoses
 Radiator Drain Valve
 Lower Radiator Guard
 Phillips-Temro 750 Watt/115 Volt Block Heater
 Black Plastic Engine Heater Receptacle Mounted Under LH Door
 Aluminum Flywheel Housing
 Electric Grid Air Intake Warmer
 Delco 12v 29mt Starter with Integrated Magnetic Switch

9. **Transmission**

Allison 3500 RDS Automatic Transmission with PTO Provision

10. **Transmission Equipment**

Allison Vocational Package 142 - Available On 3000/4000 Product Families with Vocational Model RDS
 Allison Vocational Rating for Refuse Applications Available with All Product Families
 Primary Mode Gears, Lowest Gear 1, Start Gear 1, Highest Gear 6, Available for 3000/4000 Product Families Only
 Secondary Mode Gears, Lowest Gear 1, Start Gear 1, Highest Gear 6, Available for 3000/4000 Product Families Only
 S5 Performance Limiting Primary Shift Schedule, Available for 3000/4000 Product Families Only
 S6 Performance 2 Limiting Primary Shift Schedule, Available for 3000/4000 Product Families Only
 2600 Rpm Primary Mode Shift Speed
 2200 Rpm Secondary Mode Shift Speed
 Disable - Load Based Shift Schedule, Disable - Vehicle Acceleration Control
 Neutral at Stop - Disabled, Fuelsense - Disabled
 Driver Switch Input - Default - No Switches
 Vehicle Interface Wiring Connector Without Blunt Cuts, At Back of C
 Electronic Transmission Customer Access Connector Firewallmounted
 Customer Installed Chelsea 277 Series PTO
 PTO Mounting, LH Side of Main Transmission
 Magnetic Plugs, Engine Drain, Transmission Drain, Axle(S) Fill and Drain
 Push Button Electronic Shift Control, Dash Mounted
 Transmission Prognostics - Enabled 2013
 Water to Oil Transmission Cooler, In Radiator End Tank
 Transmission Oil Check and Fill with Electronic Oil Level Check
 Synthetic Transmission Fluid (Tes-295 Compliant)

11. Front Axle and Equipment

Detroit Da-F-12.0-3 12,000# Ff1 71.5 KPI/3.74 Drop Single Front Axle
 Meritor 16.5x5 Q+ Cast Spider Cam Front Brakes, Double Anchor, Fabricated Shoes
 NON-ASBESTOS FRONT BRAKE LINING

Conmet Cast Iron Front Brake Drums
 Front Oil Seals
 Vented Front Hub Caps with Window, Center and Side Plugs - Oil
 Standard Spindle Nuts for All Axles
 Meritor Automatic Front Slack Adjusters
 Trw Thp-60 Power Steering
 Power Steering Pump
 2 Quart See Through Power Steering Reservoir
 Synthetic 75w-90 Front Axle Lube

12. Front Suspension

12,000# Dual Taperleaf Front Suspension
 Maintenance Free Rubber Bushings - Front Suspension
 Front Shock Absorbers

13. Rear Axle and Equipment

Rs-23-160 23,000# R-Series Single Rear Axle
 6.43 Rear Axle Ratio
 Iron Rear Axle Carrier with Standard Axle Housing
 MXL17t Meritor Extended Lube Main Driveline with Half Round Yokes
 Meritor 16.5x7 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes
 Non-Asbestos Rear Brake Lining
 Brake Cams and Chambers On Forward Side of Drive Axle(S)
 Conmet Cast Iron Rear Brake Drums
 Rear Oil Seals
 WABCO Tristop D Longstroke 1-Drive Axle Spring Parking Chambers
 Meritor Automatic Rear Slack Adjusters
 Synthetic 75w-90 Rear Axle Lube

14. Rear Suspension

23,000# 52 Inch Variable Rate Multi-Leaf Spring Rear Suspension with Leaf Spring Helper
 Spring Suspension - No Axle Spacers
 Standard Axle Seats in Axle Clamp Group 3

15. Brake System

Air Brake Package
 WABCO 4S/4M Abs Without Traction Control

Reinforced Nylon, Fabric Braid and Wire Braid Chassis Air Lines
 Fiber Braid Parking Brake Hose
 Standard Brake System Valves
 Standard Air System Pressure Protection System
 STD U.S. Front Brake Valve
 Relay Valve with 5-8 Psi Crack Pressure, No Rear Proportioning Valve
 BW Ad-9 Brake Line Air Dryer with Heater

Air Dryer Mounted Under Hood
 Steel Air Brake Reservoirs
 Clear Frame Rails from Back of Cab to Front Rear Suspension Bracket, Both Rails Outboard
 Pull Cable On Wet Tank, Petcock Drain Valves On All Other Air Tanks

16. Trailer Connections

Upgraded Chassis Multiplexing Unit
 Upgraded Bulkhead Multiplexing Unit

17. Wheelbase & Frame

5250mm (207 Inch) Wheelbase
 11/32x3-1/2x10-3/16 Inch Steel Frame (8.73mmx258.8mm/0.344x10.19 Inch) 120ksi
 2275mm (90 Inch) Rear Frame Overhang
 Frame Overhang Range: 81 Inch to 90 Inch
 Calc'd Back of Cab to Rear Susp C/L (CA): 141.45 In
 Calculated Effective Back of Cab to Rear Suspension C/L (CA): 138.45 In
 Calc'd Frame Length - Overall: 325.69
 Calc'd Space Available for Deckplate: 141.45 In
 Calculated Frame Space LH Side: 121.84 In
 Calculated Frame Space RH Side: 121.81 In
 Square End of Frame
 Front Closing Crossmember
 Standard Weight Engine Crossmember
 Standard Crossmember Back of Transmission
 Standard Midship #1 Crossmember(S)
 Standard Rearmost Crossmember
 Standard Suspension Crossmember

18. Chassis Equipment

Three-Piece 14 Inch Chromed Steel Bumper with Collapsible Ends
 Front Tow Hooks - Frame Mounted
 Bumper Mounting for Single License Plate
 Fender and Front of Hood Mounted Front Mudflaps
 Grade 8 Threaded Hex Headed Frame Fasteners
 Tank Body 1501 To 3000 Gallons

19. Fuel Tanks

50 Gallon/189 Liter Short Rectangular Aluminum Fuel Tank - LH
 Rectangular Fuel Tank(S)
 Polishing of Fuel/Hydraulic Tank(S) With Painted Bands
 Fuel Tank(S) Forward
 Plain Step Finish
 Fuel Tank Cap(S)

Detroit Fuel/Water Separator with Water in Fuel Sensor and Hand Primer

Equiflo Inboard Fuel System
 No Natural Gas Vehicle Fuel Tank Vent Line/Stack
 High Temperature Reinforced Nylon Fuel Line

20. Tires

Hankook A111 11r22.5 14 Ply Radial Front Tires
 Hankook D111 11r22.5 14 Ply Radial Rear Tires

21. Hubs

Conmet Preset Plus Premium Aluminum Front Hubs
 Conmet Preset Plus Premium Iron Rear Hubs

22. Wheels

Alcoa LVL One 88367x 22.5x8.25 10-Hub Pilot 5.79 Inset Aluminum Disc Front Wheels
 Alcoa LVL One 88367x Aluminum Outside, Accuride 51637 Steel Inside; 22.5x8.25 10-Hub
 Pilot Disc Rear Wheels
 Front Wheel Mounting Nuts
 Rear Wheel Mounting Nuts

23. Cab Exterior

106 Inch BBC Flat Roof Aluminum Conventional Cab
 Rubber Cab Mounts
 LH and Rh Grab Handles
 Hood Mounted Chromed Plastic Grille
 Chrome Hood Mounted Air Intake Grille
 Fiberglass Hood
 Single 14 Inch Round Hadley Air Horn Under LH Deck
 Dual Electric Horns
 Single Horn Shield
 Door Locks and Ignition Switch Keyed the Same with (4) Keys
 Rear License Plate Mount End of Frame
 Integral Headlight/Marker Assembly with Chrome Bezel
 Led Aerodynamic Marker Lights

Daytime Running Lights
 Integral Stop/Tail/Backup Lights
 Standard Front Turn Signal Lamps
 Dual West Coast Bright Finish Heated Mirrors with LH and Rh Remote
 Door Mounted Mirrors
 102 Inch Equipment Width
 LH and Rh 8 Inch Bright Finish Convex Mirrors Mounted Under Primary Mirrors
 Rh Down View Mirror
 Standard Side/Rear Reflectors

Composite Exterior Sun Visor
 63x14 Inch Tinted Rear Window

Tinted Door Glass LH and RH with Tinted Non-Operating Wing Windows
 Rh and LH Electric Powered Windows
 Tinted Windshield
 2 Gallon Windshield Washer Reservoir Without Fluid Level Indicator, Frame Mounted

24. Cab Interior

Opal Gray Cloth Interior
 Molded Plastic Door Panel
 Black Mats with Single Insulation
 Forward Roof Mounted Console with Upper Storage Compartments Without Netting
 In Dash Storage Bin
 (2) Cup Holders LH and Rh Dash
 Gray/Charcoal Flat Dash
 Smart Switch Expansion Module
 Heater, Defroster and Air Conditioner
 Standard HVAC Ducting
 Main HVAC Controls with Recirculation Switch
 Standard Heater Plumbing
 Denso Heavy Duty Air Conditioner Compressor
 Binary Control, R-134a
 Standard Insulation
 Solid-State Circuit Protection and Fuses
 12v Negative Ground Electrical System
 Dome Light with 3-Way Switch Activated by LH and RH Doors
 LH and Rh Electric Door Locks
 (2) 12 Volt Power Receptacles Mounted in Dash
 Basic High Back Air Suspension Driver Seat with Mechanical Lumbar and Integrated Cushion Extension
 2 Man Tool Box Mid Back Non Suspension Passenger Seat
 Inboard Driver Seat Armrest, No Passenger Seat Armrest
 LH and Rh Integral Door Panel Armrests
 Vinyl with Vinyl Insert Driver Seat
 Vinyl with Vinyl Insert Passenger Seat

Black Seat Belts
 Fixed Steering Column
 4-Spoke 18 Inch (450mm) Steering Wheel
 Driver and Passenger Interior Sun Visors

25. Instruments & Controls

Gray Driver Instrument Panel
 Gray Center Instrument Panel
 Engine Remote Interface with Park Brake and Neutral Interlocks
 Black Gauge Bezels
 Low Air Pressure Indicator Light and Audible Alarm

2 Inch Primary and Secondary Air Pressure Gauges
 Intake Mounted Air Restriction Indicator Without Graduations

Electronic Cruise Control with Switches in LH Switch Panel
 Key Operated Ignition Switch and Integral Start Position; 4 Position Off/Run/Start/Accessory
 Icu3s, 132x48 Display with Diagnostics, 28 Led Warning Lamps and Data Linked
 Heavy Duty Onboard Diagnostics Interface Connector Located Below LH Dash
 2 Inch Electric Fuel Gauge
 Engine Remote Interface with Multiple Set Speeds
 Engine Remote Interface Connector at Back of Cab
 Electrical Engine Coolant Temperature Gauge
 2 Inch Transmission Oil Temperature Gauge
 Engine and Trip Hour Meters Integral Within Driver Display
 (1) Dash Mounted PTO Switch with Indicator Lamp
 Electric Engine Oil Pressure Gauge
 AM/FM/WB World Tuner Radio with Bluetooth and USB and Auxiliary Inputs, J1939
 Dash Mounted Radio
 (2) Radio Speakers in Cab
 AM/FM Antenna Mounted On Forward LH Roof
 Electronic Mph Speedometer with Secondary KPH Scale, without Odometer
 Standard Vehicle Speed Sensor
 Electronic 3000 Rpm Tachometer
 Idle Limiter, Electronic Engine
 Pre-Trip Lamp Inspection, All Outputs Flash, With Smart Switch
 Digital Voltage Display Integral with Driver Display
 Single Electric Windshield Wiper Motor with Delay
 Marker Light Switch Integral with Headlight Switch
 One Valve Parking Brake System with Warning Indicator
 Self-Canceling Turn Signal Switch with Dimmer, Washer/Wiper and Hazard in Handle
 Integral Electronic Turn Signal Flasher with Hazard Lamps Overriding Stop Lamps

26. Design

Paint: One Solid Color

27. Color

Cab Color A: L0006eb White Elite BC
 Black, High Solids Polyurethane Chassis Paint
 Powder White (N0006ea) Rear Wheels/Rims (Pkwht21, Tkwht21, W, Tw)
 Sunvisor Painted Same as Cab Color A
 Standard E Coat/Undercoating

28. Certification / Compliance

U.S. FMVSS Certification, Except Sales Cabs and Glider Kits

29. Secondary Factory Options

Corporate PDI Center In-Service Only

30. Extended Warranty

Towing: 2 Years/Unlimited Miles/Km Extended Towing Coverage \$550 Cap FEX Applies

II. SERVICE LITERATURE**I. Documentation**

A. Delivery shall include the following documents as a minimum:

- a) Manufacturer's Certificate of Origin
- b) Dealer invoice
- c) Manufacturer's line setting ticket, or other documentation of components installed at manufacturer.
- d) Vehicles must be fully assembled, serviced, and ready for operation when delivered.

B. Factory training for technicians shall be provided.

II. Manuals

A. Service literature shall be complete and cover the entire vehicle to include engine, transmission, fuel and engine management systems, body systems, electrical schematics, and repair diagnostics.

B. Two (2) sets of the following manuals need to be furnished for the vehicle:

- a) Operator's Instruction Manual
- b) Illustrated Repair Parts Manual
- c) Shop Service and Overhaul Manual

III. Warranty**FOR POTHOLE PATCHER TRUCK**

Twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

FOR CAB AND CHASSIS

Towing: 2 Years/Unlimited Miles/Km Extended Towing Coverage \$550 Cap FEX
Applies

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We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of three (3) Refuse Trucks for the Solid Waste Division, as requested by Fleet Services. Award to Dick Smith, Inc. using the SC State Contract in the amount of \$273,654.00. Dick Smith, Inc. is located in Columbia, SC.

REQUISITION NO.: R194487

FUNDING SOURCE & ORIGINAL BUDGET: Capital Replacement- Auto Trucks Hvy Equipment- Capital: 6308972-658500. The original budgeted amount is \$273,654.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Description	Vendor	State Contract #	Amount
(3) Three Refuse Trucks	Dick Smith	4400019806	\$206,163.00
(3) Utility bodies	Lee Transportation	4400019821	\$65,991.00
SC state sales Tax			\$1,500.00
PO TOTAL			\$273,654.00

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.

ATTACHMENTS:

- **#a:** R194487 - Quote - Dick Smith & Lee Transportation (PDF)
- **#b:** SC Contract - 4400019806 (PDF)
- **#c:** SC Contract #4400019821- Lee Transport (PDF)
- **#d:** R194487 - Tandem Dump Trucks (DOCX)



Date: 04/15/2019
Quotation For: City of Columbia
Contact: Marlon Epps
Phone: 803-331-3015

Standard Equipment Included:			SC State Contract #4400019806 (F450)		
6.7 Diesel	Stepbar Entry / Egress	Power Steering			
Automatic Transmission	Positive Traction/Limited Slip	Power Brakes			
A/C	Cruise Control	Power Windows and Door Locks			
AM/FM Radio w/Blue Tooth	Heavy Duty Vinyl Floor	Vinyl 40/20/40 Bench Seat			
169 84" CA					

Base Price		41,283.00
Add body handling		895.00
Add 26000 GVW (F650)		25,260.00
Add PTO		895.00
Add 126" CA		388.00
Add Lee Transport quote # GS-041120109-A		21,997.00
SC State Contract # 4400019820		
	Tax:	500.00
City Blue	Total:	91,218.00

7201 GARNERS FERRY ROAD • COLUMBIA, SC 29209
(803) 254-4000 • 1-800-922-6218

LEE TRANSPORT EQUIPMENT INC.

16.a

Custom Quotation For:

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

COLUMBIA, SOUTH CAROLINA 29202

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

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Marlon Epps

Quote # GS-041120109-A

Date: 4/11/2019

Phone # 803-331-3015

Fax#

PRICING:

(South Carolina State Contract for Flat Bed Dump Bodies Number #4400019820)

Furnish and install PJ's 14' Flat bed dump body with Godwin G5530 Hoist to S.C. State Spec. \$ 10,767.00

Add Options:

50" Tall headboard with 23"X 23" shovel box installed at front with 12"X12" opening each side. \$ 1,195.00

43" Permanent solid metal sides, 2.5"X 5" vertical side post on 16" centers and 3"X 2"X 1/4" -----
angle iron on top for reinforcement. \$ 3,450.00

36" Cab shield installed with 5 degree angled to rear of body. \$ 690.00

3/4" Tarp tie bar installed center of each side and 2-ladder steps at front behind box opening. \$ 550.00

Expanded metal tailgate, turn buckle latch, 5-vertical post & 3-HD hinges installed on curb side. \$ 990.00

State Contract powder coat paint with 4000 hour salt spray test (City of Columbia Blue paint). \$ 1,250.00

Muncie Hot Shift PTO

INC

Back up alarm installed. \$ 85.00

Option for 16' dump body in lieu of 14' dump body (requires larger hoist). \$ 1,900.00

State Contract 25 Ton pintle hook installed with electric brake controller and 7-way plug. \$ 1,120.00

Note: Entire hoist system is NTEA rated and complies to South Carolina State Specifications.

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

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

Chassis: 26,000 GVWR C/A 126" Paint: City Blue

Other Data:

Price: \$ 21,997.00

Special Discount: \$ -

Net Price: \$ 21,997.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 21,997.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers

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

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

Page: 5
 Date: 1/8/2019

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

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

BASE PRICE \$41,283.00

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

Optional Additions

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

Optional Deductions

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

[Return to Index](#)

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

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

Page: 1
 Date: 1/08/2019

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

Note: The above date reflects the maximum contract period.

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

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

TELEPHONE NUMBER: (803) 799-7860

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

VENDOR NUMBER: 7000050670

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

IMPORTANT SC DOT SPECIFICATIONS:

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

IMPORTANT DELIVERY INFORMATION:

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

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

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

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

Page: 8
 Date: 1/08/2019

Lot 3—Utility Bodies

CONTRACT NUMBER: 4400019821

TERMS: Net 30 Days
DELIVERY: 30 Days ARO

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

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

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

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

SPECIFICATIONS FOR TANDEM DUMP VEHICLE

With a steerable drop axle

It is the intent of these specifications to describe a conventional cab tandem dump vehicle with a set-back front axle and a steerable drop axle to be used in construction service. The cab & chassis shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

THESE SPECIFICATIONS ARE TO BE CONSIDERED MINIMUM

MODEL

CONVENTIONAL CAB
Set-Back Front Axle Truck

ENGINE

Must be a minimum of a 13 liter at 375hp,1450 at 1100rpm

ENGINE EQUIPMENT

Oil Check & Fill: Engine Mounted

Valve Cover: Three-Piece

Air Intake: Center Top Cowl Air Intake W/Donaldson Air Cleaner Firewall Mtd

Alternator: Delco-Remy 130 Amp 22SI 12v

Batteries: (3) Alliance 1031 Grp 31 12V Maint Free 2280 CCA w/threaded studs

Battery Box: Batteries Long Side to Rail: Heavy Duty

Battery Box Cover:

Positive Post for Jump Start: with Dust Cap

Battery cut off switch

Max speed 70 miles per hour

SPECIFICATIONS

Clutch None

Compressor: Bendix 13.2 CFM Series 550

Teflon Discharge Line

Engine Protection: Electronic Engine-Integral Shutdown Protection System

Exhaust Single Stat Cab Mounted

Exhaust Height: 11 6" (+0/-2")

Exhaust Piping: Curved Top Stack(s)

Exhaust Shield: Stainless Steel

Fan Drive: Horton HT/S Advantage On/Off Rear Aired, Air-On; Spring-Off

Fan Control: Automatic w/Dash Switch & Indicator Light

Fuel Filter: Remote Mount Primary

Full Flow Oil Filter:

Coolant Filter: Nalcool Need Release

Radiator: 1200 Sq In Brass/Copper

Heavy Duty Coolant: Ethylene Glycol w/Protection to - 30F Pre-Charged SCA

Coolant Hoses: Gates Blue Stripe EPDM

Coolant Hose Clamps: Constant Torque For Coolant Hose 1-3" Diameter
 Radiator Draincock:
 Block Heater: Phillips 1500 Watt/110-120 Volt
 Engine Heater Receptacle: Mtd Under LH Door
 Flywheel Housing Aluminum
 Starter: Delco Remy 12v 42MT OCP
 Technical and Operator training to be provided.
 Parts and Service manuals on CD's
 Software and adapters to hookup to a laptop for communicating with truck for codes and technical work (engine, transmission and brakes).

TRANSMISSION AND EQUIPMENT

Transmission: Allison HD4560P 6spd
 6-spd Gen 2/Utility/P&D/Truck, MD/HD Transmission Programming
 Fill & Drain Plugs: Magnetic Engine Drain, Trans & R Axle Fill & Drain Plugs
 Shift Lever: Dash Mounted Push Button
 Transmission Oil Cooler: Water to Oil
 Transmission must come with extended warranty (5year unlimited miles)

FRONT AXLE AND SUSPENSION

Front Axle: Meritor FL-941 20000#
 Front Brakes: Meritor Cam 16.5X6 Q+
 Front Brake Linings: Non-Asbestos
 Front Brake Drums: Gunitite Outboard Mid Cast Iron
 Front Brake Dust Shields
 Front Oil Seals: Dana Spicer Outrunner
 Spindle Nuts: Pro-Torque, Front Axle
 Front Hub Caps: Vented-Oil
 Front Auto Slack Adjusters: Meritor
 Power Steering: TRW TAS-85
 Power Steering Pump
 Power Steering Reservoir: 2-Quart
 Front Susp: Flat Leaf 20000#
 Front Spring Pin Bushings: Graphite Impregnated
 Front Shock Absorbers

REAR AXLE AND SUSPENSION

Rear Axle: Meritor RT-46-160p
 5.38 Rear Axle Ratio
 Rear Axle Carrier Housing: Iron
 #2 Driveline: Meritor 176N Full Round Yoke w/Retained Needle (RN) Bearings
 #3 Driveline: Meritor 17N
 Driver Controlled Differential Lock:... For Both Axles of Tandem
 (2) Axle Valve & Light For Driver..... Controlled Traction Differential
 Synthetic Lubrication: Mobil 75W-90 Rear Axle
 Rear Brakes: Meritor Cam 16.5X7 Q+ Cast Spider, Dbl Anchor, Fabricated Shoes
 Rear Brake Linings: Non-Asbestos
 Brake Camshaft Support Brackets
 Rear Brake Drums: Outboard Mounted Cast Iron

Rear Brake Dust Shields
 Rear Axle Oil Seals: Chicago Rawhide
 Parking Brake Chambers: MGM TR (2) Axles
 Rear Auto Slack Adjusters: Meritor
 Rear Susp: 46,000 walking beam spring suspension
 Rear Susp Ride Height: High
 Rear Susp Control Rods: Fore/Aft and Transverse

BRAKE SYSTEM EQUIPMENT

Anti-Lock Braking System: WABCO Four Channel with (4 Sensor/4 Modulator)
 Chassis Air Lines: Reinforced Nylon....Fabric Braid and Wire Braid
 Brake Valves: Standard
 Relay Valve: w/5-8 PSI Crack Pressure No Rear Proportioning Valve
 Air Dryer: Bendix AD-9 with Heater
 Air Reservoirs: Steel
 Air Tank Drain Valve: Brake Bendix DV2 Drain Valve Wet Tank
 Trailer brake package- park brake for trailer, air lines run to rear of frame and glade hands with cut of valves mounted by hitch

WHEELBASE

208 inch WHEELBASE

FRAME

Frame: 1 1/32" X 3-12" X 10-3/16".....(8.73mm X 87mm X 258.8mm) Steel
 C-Channel Insert: 1/4"(6.35mm) Full Length
 Rearmost Cross member
 End Frame: Square

CHASSIS EQUIPMENT

Bumper: 12"X1/4" Heavy Duty
 Front Tow Eyes: (2) Retractable Frame Mounted
 License Plate Mounting: Bumper Mounting Bracket (1) License Plate
 Front Mud Flaps: Chassis Mounted Flaps And Hood Mounted Front Splash Shields

FUEL TANKS AND EQUIPMENT

LH Fuel Tank: 80 Gallon/302L Aluminum
 Fuel Tank Diameter: 23"
 Fuel Tank & Band Finish: Painted Bands for Plain Alum or Painted STL Fuel Tank
 Fuel Tank Locations: Forward
 Step Finish: Plain Fuel Tank Steps
 F/W Separator: Con-Met w/Sight Bowl....CMI-650
 Fuel System: F/L Equiflo Inboard
 Fuel Hose: Braided Wire Reinforced
 Fuel Draw: Inboard

FRONT TIRES, HUBS, WHEELS

MICHELIN XZA1.....315/80R22.5 20 PLY
 Front Hubs: ConMet Aluminum, High Capac
 22.5 X 9.00 Frt Std Accu HP10 Disc Whls Part Number 29300
 Front Wheel Nuts: Mounting

REAR DRIVE TIRES, HUBS, WHEELS

MICHELIN XDN.....11R 22.5 14PLY

Rear Hubs: ConMet Aluminum

22.5 X 8.25 RR Std Accu HP10 Disc Whls Part Number 28408

Rear Wheel Nuts: Mounting

Steerable Drop axle

AIR UP / AIR DOWN

2EA 255/70r22.5 / UNIMOUNT

CAB EXTERIOR

Cab: 120" CONVENTIONAL

Cab Mounts Air

Fender Extensions Rubber

Extended Grab Handles: LH/RH

Grille: Bright Finish Surround

Bright Finish Aluminum Grille

Cab Kit: Heavy-Duty Cab w/Tunnel, Firewall & Dash Reinforcement

Hood: Fiberglass

Hood & Firewall Insulation: Hoodliner w/Double Firewall Insulation

Air Horn: Dual 29" Hadley Rect w/Shlds

Electric Horn: Single

Horn Shield: Dual

Key & Lockset: All Locks Keyed the Same-3 sets

Headlights: Dual Halogen

Marker Lights: Aerodynamic Large

Stop/Tail/Turn lights: Integral Stop/Tail/Backup

Turn Signal: Standard Front Turn Signal Lights

Utility Light: LH Flush BOX

Primary Mirrors: Stainless Steel West Coast w/Heated

Mirror Mounting: Door

Mirror Width: 102" Equipment Width

Auxiliary Mirrors: LH/RH 8" Convex Bright Finish Mounted Under Primary Mirrors

Down View Mirror: RH

Cab/Fender Mirrors: None

Reflectors: Standard Side/Rear

Exterior Visor: Fiberglass

Rear Window: 20' X 36"

Door Windows: Tinted w/Operating Door Wing Windows

Window Regulator: Manual

Lower Door Window: RH w/Fresnel Lens

Windshield: Tinted

Windshield Washer Reservoir: 1-Gallon

CAB INTERIOR

Interior: Custom, Black
 Floor Mats: Black w/Double Insulation
 dash Mounted Ash Trays & Lighter
 Overhead Console:
 Storage Pockets: 8" X 12" Manifest Box on LH Door
 Cup Holder: (1) LH Dash
 Heater & Air Conditioner: w/Defroster
 Air Conditioner Control: w/ Recir Switch
 Heater Plumbing: w/Shut-Off Valves
 A/C Compressor: Climate Control 210
 A/C Condenser Mounting Radiator
 A/C Refrigerant: R134A
 Silencer Package: For Cab
 Circuit Protection: Fuse panel or relay, **no multiplex systems.**
 Wiring Schematic Card: Cab Mounted Wiring Diagram
 Interior Lights: Door Activated Dome Lights w/Int Reading Light Over Doors
 Door Locks: Cab Latch w/Manual Locks
 Driver Seat: Bostrom Talladega 915 Mid Back
 Pass Seat: Bostrom Mid Back Static
 Door Mtd Arm Rests: LH/RH
 Driver Seat Cover: Cloth Insert
 Pass Seat Cover: Cloth Insert
 Seat Belts: 3-point Driver & Passenger w/Retractors
 Steering Column: Adj Telescoping Tilt
 Steering Wheel: 19" 2-Spoke Black Cushioned
 Interior Sun Visors: LH/RH

INSTRUMENT PANEL AND CONTROLS

Gauge Package Base Model Standard
 Gauge Bezel Finish Matte Black
 Driver Instrument Panel: Woodgrain
 Low Air Pressure Warning Light & Buzzer
 Air System Pressure Gauge Primary & Secondary Air Pressure Gauge
 Air Restriction Gauge Dash Mounted
 Back-up Aler: Preco 1040 Automatic Self-Adjusting
 Cruise Control: Switch in Aux Control Panel
 Starter Control: Dash Mounted
 Diagnostic Connector: SAE 1587/1708 6- Pin Interface Connector Mtd Under Dash
 Fuel Gauge Electric
 Coolant Temperature Gauge: Electric
 Transmission Heat Gauge:
 Engine Hour Meter: Hobbs
 Engine Oil Pressure Gauge: Mechanical
 Radio: AM/FM radio
 Radio: Speakers: (2) Speakers Mtd IN Cab
 Radio Antenna: Center Forward Roof Mtd
 CB Radio Provision: Power and Ground Studs in Dash
 Speedometer: Ametek Electronic w/Trip Odometer

Tachometer: Electric

Additional Switches: (1) Dash Mounted Toggle Switch

Tractor Protection Valve: yes, park brake for trailer, air lines run to rear of frame and glade hands with cut of valves mounted by hitch

Trailer Brake Hand Control Valve: Rear Brakes

Voltmeter

Windshield Wiper Control: Electric with Intermittent Wipers Wired Thru the IGN

Marker Light Switch: Mkr LT/Headlt Swt W/Sep Interrupter for Clearance Lights

Parking Brake System: 1-Valve System w/Warning Indicator

Turn Signal Switch: Grote w/Dimmer

Turn Signal Flasher: HD Mechanical

PAINT DESIGNS

ONE COLOR DESIGN

Cab Color A: IMRON N0303 White

Chassis: Black High Solids Polyurethane

Bumper: BUMPER PAINTED SAME AS CHASSIS

Front Wheels: PRIMER WHITE FRONT WHEEL PAINT

Rear Wheels PRIMER WHITE REAR WHEEL PAINT

TRUCK BODY

DUMP BODY

The dump body shall be a New and unused RS Godwin Body, Model # CS16048 High Lift tail gate or approved equal and shall be constructed as follows:

The body and hoist shall be supplied from the same manufacturer and be of the latest design. The following specifications are to be considered minimum. Any proposed exceptions to these standards shall be noted and completely described in writing with adequate supporting data to allow the using agency to determine if the exceptions are acceptable.

DIMENSIONS

The body length shall be 192". The inside width shall be 84". The sides shall measure 48" and the tailgate will measure 52". The outside width shall not exceed 96". The sides shall have board extension pockets at the front and center to accept 2" X 8" tall steel side board extensions. The front of the body shall be of a single sheet and height sufficient to allow proper clearance between the top of the cab and cab shield. The front sheet will also incorporate hand holds and covers for the front of the trapezoid long-beams and the horizontal side braces. The cab shield will extend no less than 23" forward of the front of the body.

BODY

The floor of the dump body shall be fabricated of a single sheet of 1/4" Hardox AR450 Steel, minimum 96" wide. The floor shall have a 12" radius formed in the sides and the floor sheet shall extend 12" above the floor. The center section of the floor shall be flat and no less than 60" wide.

The understructure shall be of the crossmemberless design. The longitudinals shall be formed of 3/16" high tensile steel. The inside leg shall be vertical and the outside leg shall slope outboard to support the floor. The longitudinal shall be welded to the floor full length and to the rear panel 100%. Structural longbeams are not acceptable. There shall be a full width rear panel form from a single sheet of 3/16" high tensile steel. There shall be a formed in place return flange no less than 1" wide at the bottom of this panel for additional strength.

The sides shall be fabricated from single sheets of minimum of 3/16" Hardox AR450 Steel. The side sheet shall overlap the floor radius and extend to the top of the top rail. The top rail shall be 3/16" steel and be of a design which prevents material from laying on top when steel boards are installed, have no less than a 5" face and a 5" depth forming a fully boxed top rail against top of the sides. There shall be light holes punched in the rear post to accept lighting described later in these specifications. There shall be a single row of horizontal braces on the side of the body extending from the front sheet to the rear post. The horizontal brace shall be of a material shedding design. Formed fenders shall be installed on each side of the body, extending full length of the sides. The sloping surface shall be no less than 45 degrees. The fenders shall have a 4" vertical face and a return flange for added strength. The inside of the fenders shall be boxed for additional strength and open at the rear to allow drainage and access for wiring. The fenders shall be formed from 10 gauge high tensile steel. All welding on the sides shall be 100%. The rear post shall be fabricated from a single sheet of 1/4" High Tensile Steel and form a box section no less than 10" wide. The rear post shall extend from the top of the sides to the bottom of the rear panel. The top of the rear post shall be flat and provide a bearing point for the highlift tailgate arms. The rear post shall be of sufficient depth to allow installation of recessed rubber mounted lighting.

The tailgate shall be fabricated from a single sheet of 3/16" Hardox AR450. The tailgate shall be of a design, which allows for conventional operation and high lift operation. The top hardware shall be flame cut 1" steel and be of the upward acting design. There shall be grease zerks installed in the top hardware to allow lubrication. There shall be full perimeter bracing as well as 2 additional horizontal braces to make tailgate a 3 panel design. The highlift arms shall be fabricated from plate steel and shall include a formed "V" on the top of the assembly to prevent material from lying on top. High lift arms and lift cylinders to be mounted external of rear post. The highlift gate shall raise 32" above the side when lifted. The lower tailgate pins shall be 1 1/4" diameter minimum. The lower hardware shall be cast steel and of the overshot design. The tailgate latching mechanism shall be air operated. The lift cylinders shall be operated from a separate switch, which gets air from the lower latch switch only when the lower latch is in the open position. A pressure switch shall be incorporated into the system, wired to the vehicle back up horn, which makes the horn sound when the gate is in the lift position.

ACCESSORIES

- ☐ The body shall have a bolt on apron, out of 1/4" high tensile steel. The apron shall be sloped 30 degrees. The apron will have a angle formed under on the lip to provide strength.
- ☐ A Mountain Electric Tarp model K612CSE side mount system with unbrakeable arms and G1665A tarp tensioning hoop, vinyl asphalt cover shall be used. The tarp springs must be encased, for safety and protection. The arms shall be aluminum, design., or equal. Pivot point for arm must be at least 12" above rub rail
- ☐ All body lights will be led
- ☐ The rear post will have Self-contained LED Strobes.
- ☐ Body must have 3 inside steps for easy exit of body.
- ☐ Anti spray mud flaps mounted on rear of dump body
- ☐ Anti spray mud flaps mounted in front of lift axle on body.
- ☐ Body to be painted City of Columbia Blue (#V3056)
- ☐ Body shall be painted/powder coated to SCDOT specifications
- ☐ Body prop shall be incorporated into rear hinge.
- ☐ Install unit will have a small round ICC under-ride bar
- ☐ Completed body will not exceed 24" past rear tires
- ☐ Alum console in cab, beside driver's seat, for easy access to controls.

HITCH

MODEL 84-741B ELECTRIC BRAKE CONTROLLER / 5 WAY PLUG INSTALLED

T - 90 PINTLE HOOK INSTALLED ON 3/4" MOUNTING PLATE

MOUNTED TO CHASSIS WITH 1/2" GUSSETS FOR STRENGTH

PINTLE HOOK 26" FROM GROUND TO CENTER ON HOOK

Glad Hands for air brakes for trailer mounted on plate for easy hook up

HYDRAULIC SYSTEM

☐ Hydraulic System to be a (HYVA burst protection) model # 70175178, 3625 psi system Hoist stabilizer. Air operated PTO with direct mount pump or approved equal.

☐ Hydraulic tank shall be a 21gal cradle mount tank behind the cab with sight glass and a high flow serviceable filter. Ball valve type shut off valve to be installed at bottom of tank.

MAINTENANCE:

All replaceable filter elements for air, fuel hydraulics and engine oil shall be available from at least one of the following U.S. manufacturers: AC, Wix, Donaldson, NAPA, or Baldwin. Replacement tires and tubes shall be available from at least one of the following U.S. manufacturers: Goodyear, Firestone, or General. Replacement or replenishment lubricants required through the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid and grease) shall be available from at least one of the following major manufacturers: Shell, Exxon, Texaco, or Citgo. Details concerning the manufacturer and items name or part number for the above maintenance items shall be provided wherever requested on the bid questionnaire. Any filters or fluids that are not readily available as stated above due to proprietary nature shall be declared on the bidder's response along with the cost and availability of such items. One set of replacement filters shall be provided with vehicle when delivered which shall include any filter which is recommended to be replaced by the manufacturer within the first 60,000 miles of operation.

SERVICE LITERATURE:

Service literature shall include two {2} set of: operator's instruction manual, illustrated repair parts manual and shop service and overhaul manual. This service literature shall be complete and cover the entire unit to include engine, transmission, fuel and engine management systems, body systems, electrical schematics, and repair diagnostics. Pricing for Software and cabling required for diagnosing all engine control systems, transmission systems, and onboard electrical functions to be provided as a purchase option on bidders response.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Construction Change Order# 9 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc., a Local Business Enterprise in the amount of \$115,466.99. This firm is located in Columbia, SC.

REQUISITION NO.: R166301

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS725302-658650 SS7253 Columbia Metro WWTP Anaerobic Digester Rehabilitation Project. The contract price including Construction Change Orders 1 through 8 is \$22,223,679.59. With approval of this Construction Change Order increase for \$115,466.99, the revised awarded contract amount will be \$22,339,146.58.

The original contract has sub-contractor services provided at \$5,860,677.00 (32%) of the contract value. The original budget amount for this change order is \$115,466.99.

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Additional funding is respectfully requested in the amount of \$115,466.99 to fulfill the balance of the subject construction change order.

Services to be performed are outside of City Council Districts.

ATTACHMENTS:

- **#a:** SS7253 CO# 9 Metro WWTP Anaerobic Digester Rehab (PDF)
- **#b:** File Link - SS7253 CO#9 Backup Documentation

- #c: Anaerobic Digester Rehabilitation Project Map (PDF)



General Location of the Anaerobic Digester Project

SIMMON TREE LN

METRO LN



Clean Water 2020
Columbia's Clear Vision for Clean Water

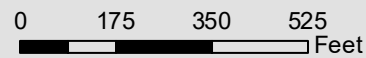


We Are Columbia

-  Sewer Manholes
-  Sewer Pressurized Mains
-  Sewer Gravity Mains



1 inch = 350 feet



Waste Water Treatment Plant

Prepared For:



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Rebuilding of the Rotating Assembly for a Sharples DS706 Decanter Centrifuge, as requested by Columbia Water. Award to Alfa Laval, Inc., as a Sole Source in the amount of \$127,712.16. This firm is located in Chesapeake, VA.

REQUISITION NO.: R196428

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Machinery & Equipment- Capital: 5516208-658300. The original budgeted amount is \$127,712.16.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) 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: Sole source procurements.

ATTACHMENTS:

- **#a:** Fully Executed SS (PDF)

Requisition # R196428JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Utilities-Metro WWTP Division,
(1)
rebuild rotating assembly for Centrifuge
(2)

as a sole source procurement from Alfa Laval
(3)
based upon the following justifications Alfa Laval Inc. is the Original Equipment Manufacturer (OEM)
(4)
for your Sharples DS706 Decanter. This equipment is manufactured to our engineered specifications.
All blueprints, specific engineered close tolerances and dimensions for fits, concentricity and for critical
balancing of this rotating equipment is proprietary to Alfa Laval patents.

This sole source is valid through June 30, 2019Amount \$ 130,000Utilities & Engineering

Department

Signature of Department Head

3.22.2019
Date

Signature of Purchasing Agent

3/27/19
Date

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

Signature of Finance Director

4/3/19
Date

Signature of Asst. City Manager

Date

Signature of City Manager

4/22/2019
Date

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

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

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

July 30, 2018

Columbia Metro WWTP
1200 Simon Tree Lane
Columbia, SC 29209

Attention: Mr. Ashley Dove

Ref: Sole Source Procurement (Parts & Labor)
Columbia Metro WWTP
Sharples DS 706

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-6041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr.Dove,

Alfa Laval Inc. is the Original Equipment Manufacturer (O.E.M.) of the Sharples DS 706 Decanter Centrifuge installed at the Columbia WWTP and is the sole source authorized provider for all Original Equipment Manufacturer (O.E.M.) parts and service. Only Alfa Laval Inc. certified personnel are allowed to install parts in order to preserve the equipment warranty. Anyone who is not authorized by Alfa Laval to install the parts will subject the DS 706 to be out of warranty.

Alfa Laval continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval's technology, our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use, therefore, others cannot legally manufacture our equipment or offer Alfa Laval replacement parts and service.

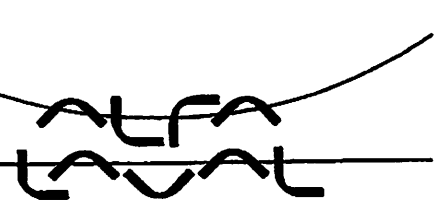
Constant investment in research and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval to bring the latest developments in technology to our industry and clients. This includes patented or proprietary items such as chicanes, wedge adjustments, cylinders, hydraulic systems, bearing housings, rollers, steering and tensioning systems and so on. An illustration of this commitment is our quality assurance program.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions I can be reached at 1-864-395-5444

Sincerely,

Samuel Sanam

Larry Packard
Regional Manager / Parts and Service



**COLUMBIA METRO WASTEWATER TREATMENT
PLANT
1200 SIMON TREE LANE
COLUMBIA, SC 29201**

**Alfa Laval Inc.
Chesapeake Service Center
3944 Holland Blvd
Chesapeake, Va. 23323
Tel: +1 757-487-0437
Fax: +1 757-487-5375
www.alfalaval.com**

2/28/19 R1

**COLUMBIA METRO WASTEWATER TREATMENT PLANT
1200 SIMON TREE LANE
COLUMBIA, SC 29201**

**A/L ref.: 5015899 R1
Your ref.: P174934**

**Following is our formal quotation for the reconditioning and restoration of your recently purchased Sharples DS706 Decanter Centrifuge S/N 95-DS708-079. This project will cost \$129,702.00 plus freight. Please note, this price includes current DCI charges \$12,725.00. See table on page 11.
This Rotating Assembly has a few issues that need addressed. As listed below we will be replacing all bearings, seals o-rings, lubricants and needed hardware with new and refurbishing critical running surfaces, we will also balance the conveyor and the rotating assembly to meet OEM specifications.**

**Sincerely,
Tom Fogarty
Chesapeake Service Center
757-485-7502
tom.fogarty@alfalaval.com**

Utility Operations Wastewater Division (MWWTP)

Date: March 14, 2019

Priority: _____
 Acquisition # 8196428

Requestor: Joe McMichael

Approval: Ashley Dove

P.O. # _____

Type of Request

click all that apply

Normal

Cost Account Number: 638200-MAINTENANCE & SERVICE CONTRACTS

[illegible]

Vendor: Alfa Laval

Contact: Tom Fogarty

Phone: 704-583-2305**Fax:**

Quote No.: 50115899 R1

Subtotal: \$116,977.00

Sales Tax: **\$9,358.16**

End User: Plant Maintenance

Shipping & Handling: \$1,275.00

Total Cost: \$127,610.16

Justification:

Rebuild Alfa Laval Rotating Assembly S/N 95-DS706-079, this was the Rotating assembly used in #1 Centrifuge.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment 3 for Project SS7362; Smith Branch 01 Sanitary Sewer Engineering Services, as requested by Columbia Water. Award to Weston and Sampson, in the amount of \$201,600.00. This firm is headquartered in Peabody, Massachusetts and has a local office in Columbia, SC.

REQUISITION NO.: R175621

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS736201-658650 - The contract price including amendments 1 and 2 is \$1,548,105.00. With this contract amendment, the revised total is \$1,749,705.00. The original budgeted amount for this amendment is \$201,600.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced amendment is to compensate Engineer for additional construction inspection services for all sewer lateral rehabilitation work to the sanitary sewer system in the Smith Branch 01 (SB01) sub basin. This is an MPP project.

The services to be performed will impact Columbia City Council District Two.

Agreement	Amount
Original Agreement	\$1,289,365.00
Amendment One	\$ 258,740.00
Amendment Two	Time Extension
Amendment Three	\$ 201,600.00
Revised Total	\$1,749,705.00

ATTACHMENTS:

- **#a:** SS7362 Signed Amendment 3 and Supporting Docs (PDF)
- **#b:** SS7362 Location Map(PDF)

Agreement for Engineering Services
Sewer System Evaluation Study for Smith Branch 01
Project Number: CIP SS7362

Weston & Sampson and City of Columbia, SC

Contract Amendment #2 3

March 8, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Weston & Sampson (Engineer) dated May 17, 2016 (Agreement). This amendment is to compensate Engineer for additional construction inspection services for all sewer lateral rehabilitation work of the sanitary sewer system in the Smith Branch 01 (SB01) sub basin.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 1,289,365.00
Previous Change Orders:	\$ 258,740.00
This Change (addition):	\$ 201,600.00
Revised Contract Price:	\$ 1,749,705.00

Additional funds are to be provided in the following manner: 5529999-SS736201-658650

This Change is Acceptable:

Weston & Sampson:

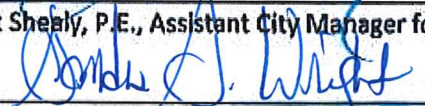
 Robert L. Harker Date: 3-25-19
Signature (Please Print Name)

Title: SC Regional MGR

City of Columbia:

By: 
Joseph D. Jacob, P.E., Director of Utility Operations

By: 
Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: 
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Willson, City Manager

DO NOT WRITE IN THIS FORM

COLUMBIA, SC



January 4, 2019

1201 Main Street, Suite 1850, Columbia, SC 29201
Tel: 803.667.9904

Mr. John T. Riggs, PE
Wastewater Engineer
City of Columbia – Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Re: Smith Branch 01 SSES
CIP: SS7362
Funding: 5529999-SS736201-658650
Amendment 2 Request for Additional Time/Funds Under Task 8.0 Full Time Construction Inspection

Dear Mr. Riggs:

The rehabilitation of the sanitary sewer system in the Smith Branch 01 (SB01) sub basin has been underway since July 2018. Under Weston & Sampson's current contract with the City of Columbia, Weston & Sampson is providing full-time construction inspection services. Due to the project's demands (contractor work hours, numerous construction crews working simultaneously, etc.), the construction inspection hours included in the current contract are nearing complete utilization. Additionally, based on the contractor's projected schedule, additional construction inspections hours will be required in order to handle the contractor's workload. Finally, the City has requested that Weston & Sampson provide full-time construction inspection services for all sewer lateral rehabilitation work being completed.

Noted on the attached amendment detail pages are the Scope Addition/Deletion, Compensation and Schedule adjustments necessary for this change.

I. Scope Addition/Deletion

Task 8.0 – Full Time Construction Inspection

Note: The scope, as outlined below, for Task 8.0 was added to the contract under CA #1. The additional hours requested under CA #2 will be provided to the City in accordance with the previously defined scope.

General

The Engineer shall furnish a Project Representative who shall on full-time basis observe performance of the work of the Contractor. The Project Representative is the Engineer's employee or agent at the construction site, who will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Engineer and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with full knowledge and approval with the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Engineer.

The hourly rate provided is inclusive of all direct expenses related to the execution of Task 8.0 Services.

Duties and Responsibilities of the Engineer/Project Representative

- Conferences and Meetings
 - Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.
- Liaison

- Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
 - Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
 - The Project Representative shall report to the Engineer whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made and advise the Engineer of the work the Project Representative believes should be correct or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
 - Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of the Contract Documents
 - The Project Representative shall report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Engineer.
- Modifications
 - Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Engineer.
- Records
 - Maintain at the job site and/or at the Engineer's office, orderly files for correspondence, reports for job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Reports
 - Furnish periodic reports as required of progress of the work and the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - Consult with CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
 - Report immediately to the CITY upon the occurrence of any accident.
- Completion
 - Before the Engineer issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
 - Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
 - Observe that all items on the final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority – Engineer/Project Representative

- Shall not exceed limitations of the Engineer's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

Hours and Rates

The hourly rate, which includes mileage and expenses, is based on providing an inspector at \$120 per hour including associated expenses.

Total projected inspection hours and compensation required for Task 8.0 are:

The City has requested that Weston & Sampson include an additional 48 hours/week beginning the week of January 1, 2019 and extending through August 31, 2019 (35 weeks).

Construction Inspector: 1680 hours = \$201,600.00

II. Compensation

Task	Description	Unit	Original Contract	Previous Amendments	Current Amendments	New Contract Value
1.0	Project Management & Administration during Assessment & Design	LS	\$ 156,060.00	\$ -	\$ -	\$ 156,060.00
2.0	Data Management	LS	\$ 215,730.00	\$ -	\$ -	\$ 215,730.00
3.0	Sewer Assessment	LS	\$ 552,500.00	\$ -	\$ -	\$ 552,500.00
4.0	Sewer Assessment Results & Preliminary Design Report	LS	\$ 75,735.00	\$ -	\$ -	\$ 75,735.00
5.0	Rehabilitation Implementation	LS	\$ 82,046.00	\$ -	\$ -	\$ 82,046.00
6.0	General Services During Construction	LS	\$ 90,079.00	\$ 14,300.00	\$ -	\$ 104,379.00
7.0	Client Control Contingency	LS	\$ 117,215.00	\$ -	\$ -	\$ 117,215.00
8.0	Full Time Construction Inspection	Hour	\$ -	\$ 224,640.00	\$ 201,600.00	\$ 426,240.00
9.0	Sanitary Sewer Lateral Field Review	Hour	\$ -	\$ 19,800.00	\$ -	\$ 19,800.00
	Total Contract with Contingency		\$ 1,289,365.00			\$ 1,749,705.00

*Task 8.0 shall be compensated on an hourly basis with a total not to exceed the proposed amendment without City approval.

III. Schedule

Weston & Sampson's current contract with the City terminates on March 15, 2019. In order to allow for Weston & Sampson to continue to provide services through the completion of construction, a new contract termination date of **August 31, 2019** is being requested. Weston & Sampson appreciates the opportunity to provide continued construction inspection services to the City of Columbia for the SSES for the Smith Branch 01 project. Please contact us directly with any questions or should you require any additional information. Thank you.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Tom Keefer
Construction Manager

CC William H. Davis, PE.

Memorandum

To: Department of Procurement and Contracts

*From: John Riggs, P.E.
Wastewater Project Manager*

Date: January 31, 2019

*Subject: SS7362 Change Amendment #2 – Additional Construction Administration
Services - Justification for Cost Change Amendment*

Weston & Sampson (W&S) is contracted through SS7362 to provide engineering consulting services to the City for the design and construction of the SSES Smith Branch 01 Sanitary Sewer project. This project consists of the inspection and related rehabilitation of over 145,702 feet of gravity sewer pipe and over 800 manholes located in the Smith Branch 01 sub basin.

In addition, while CA 1, provided full-time onsite representation for the project, the estimated inspection hours needed to comply with the Contractor's schedule and lateral inspections has made it necessary to expand the total number of inspection hours for the project.

Due to the above issues, full time onsite representation by the consultant for additional time is requested. This onsite presence will supplement the standard City inspection efforts and will help ensure proper construction methods by the contractor.

W&S can seamlessly and efficiently proceed with the extension of the current services working with City staff and the CleanWater 2020 Program Manager. No other firm has the extensive working knowledge required to properly complete the construction of this project. For the reasons presented, I recommend that Cost Change Amendment 2 be issued for SS7362 to W&S. This recommendation is consistent with the decision to use W&S on the original contract as they were selected due to their specific expertise, ability, and experience required to meet the special needs of this project. Furthermore under Task 6 if the City desires to add additional site visits to the contract, this would be considered as an additional service and the initial contract would be amended.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 1/30/16

Project Number: CIP # SS7362

Mentor: Weston & Sampson

Project Name: Smith Branch Basin - SB-01

Protégé: HPG and Company

Duration of the Project: thru August 2019

Project Contract Amount: \$ 1,632,490

Protégé Amount: \$ 235,000

Client Control Contingency 117,215

Total including Contingency \$ 1,749,705

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

The Protégé will work under a standard Weston & Sampson Sub-Contractor Agreement. The contract has a clearly defined scope of work for Weston & Sampson and the Protégé Sub-Contractor. Project Management and Communication will follow standard protocols including a kick-off meeting, weekly coordination and monthly progress meetings as needed. W&S will provide support services in the form of project management, scheduling and technical training in order to aid in the development of HPG's business. HPG will provide support services in the areas of surveying, smoke testing, and inspections in order to meet the goals of the City and this project.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

Project Tasks have been allocated to support participation to meet utilization goals. Weston & Sampson will utilize the Protégé as an extension of our staff and will provide the same daily support, communication, training, work planning and weekly safety training in order to ensure successful completion. The mentor & protégé will work together closely on all aspects where service is provided through a sub-contractor arrangement. W&S will also work with HPG to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build confidence with the City of Columbia and lead to additional opportunities. Both confidence building and additional opportunities are goals specified in the MPP Agreement



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3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

Weston & Sampson will provide assistance to share best practices in engineering, surveying and inspection services along with the availability to use and be trained on new equipment and technology. W&S will provide assistance with project management, scheduling, technical training and safety training in order to continue to aid in the development of HPG's business. Opportunities for growth will be explored through assisting with business development practices.

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor: Weston & Sampson will provide personnel: Project Manager, Project Engineer, Technical Project Coordinator. Weston & Sampson will also provide equipment/materials: SSES Equipment, Smoke Blowers, Cues Pole-Cam, Flow Monitors, Safety Equipment, Trimble GPS Rover, Total Station

W&S will commit their time and talents as well as administrative staff time to coordinate with HPG. W&S will lead the project management and HPG will have the opportunity to provide active subcontracting services for the project. W&S has properly trained personnel and equipment to assist the protégé when needed. W&S is available to immediately respond to HPG. W&S will continue to build staff in the Columbia area.

Protégé: HPG will commit their time and talents to work with W&S. HPG is available to respond immediately to W&S. HPG has properly trained field personnel and survey equipment to perform the required services.

Surveyor, GPS Rover, Total Station, Communication & Safety Equipment.

At this time, HPG does not have the capacity to assist with construction inspection.

Subcontractors: Hydrostructures will have 2 agreements under this project. They will work directly under the prime, W&S as a subcontractors for a portion of the project. And they will have a sub-agreement with HPG to work specific tasks under HPG. W&S will mentor HPG on the best practices for working with subcontractors.

Special Arrangements:

Sub-contractor Agreement addresses tasks and special provisions including anticipated production schedule, data delivery format, progress reporting and safety requirements.



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5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Project Management, Field Data Collection, Smoke Testing, Flow Monitoring, Flow Data Formatting, Surveying, GIS System Data Formatting, Communication

b. Description of Protégé's responsibilities on project:

Data Collection, Data Formatting, Surveying

c. Description of responsibilities that will be completed as a team:

Data Collection, Formatting, Surveying, Safety Training

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Field Data Collection, approximately 5 months. Additional work will likely be assigned when contingency tasks are identified.

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly Project meetings and Monthly Progress meetings and reporting

8. What are the team's specific, quantitative goals and milestones for the current project?

To meet or exceed the project tasks, schedules with no cost overruns or accidents.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Kickoff meeting, Weekly project management meetings, Monthly Progress Meetings, Reports from all.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Monthly as invoices are paid by the City. Billing based on progress.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE
Hydrostructures	803-563-5237	1725 12 th Street Cayce, SC 29033	Weston & Sampson	\$ 258,500	N/A
Hydrostructures	803-563-5237	1725 12 th Street Cayce, SC 29033	HPG	\$ 110,000	N/A

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value:

\$ 235,000 (includes \$ 125,000 direct to HPG + \$110,000 to HPG's sub, Hydrostructures)

Percentage of Contract: **14.4%** (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

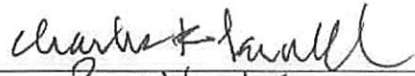
EXECUTED by Weston & Sampson (Mentor Firm) this 30th day of January, 2019.
Corporate SEAL

By: 
Title: Vice President, Program Manager



ATTEST: 
By: _____
Title: TEAM LEADER

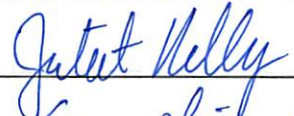
EXECUTED by HPG and Company (Protégé Firm) this 30th day of January, 2019.
Corporate SEAL

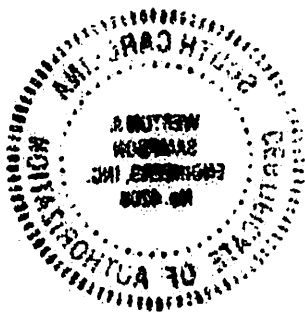
By: 
Title: President

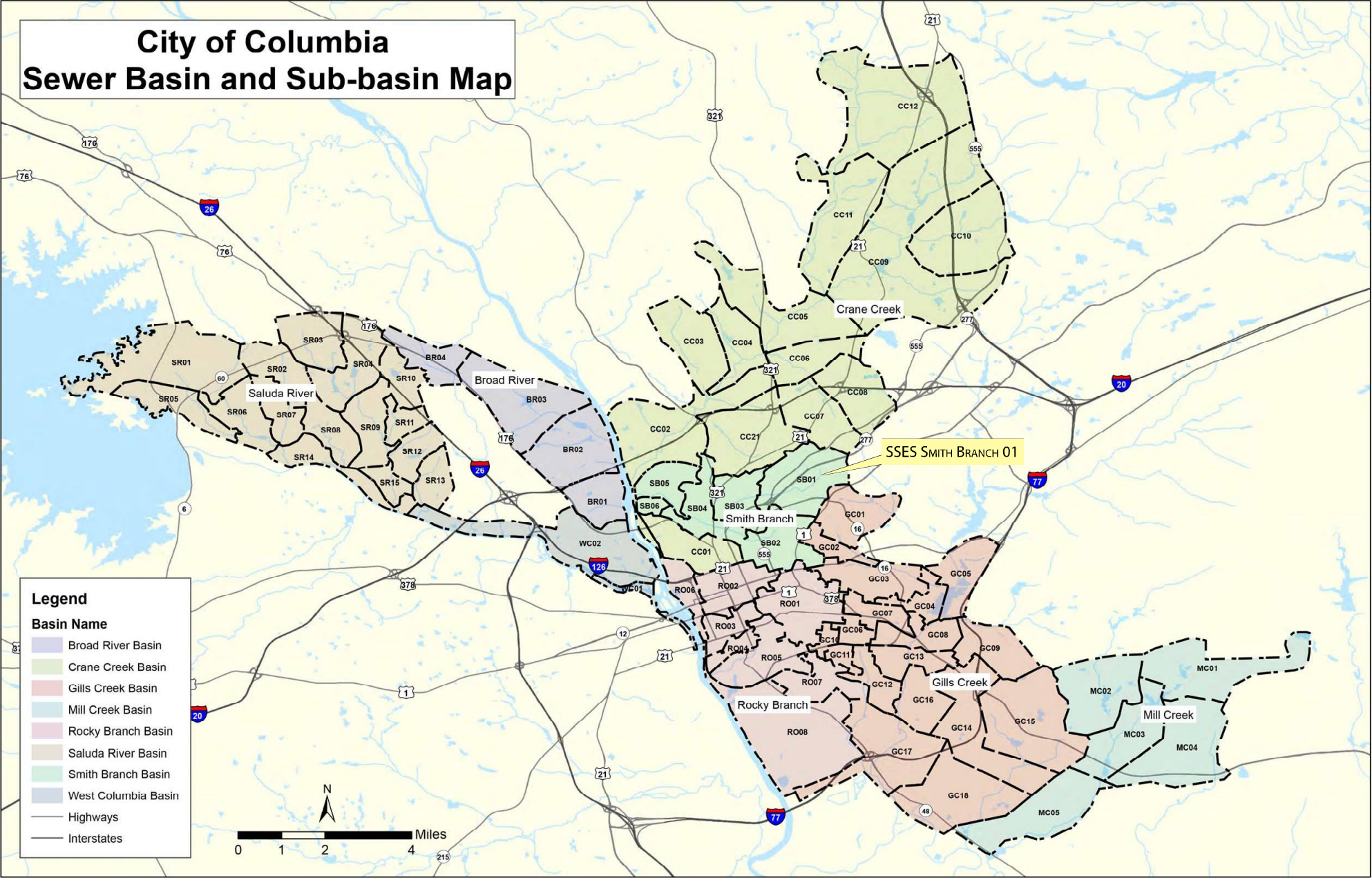
ATTEST: 
By: _____
Title: Vice President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 31
day of JANUARY, 2019.

By: 
Title: Compliance Specialist







We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve project WM4401; Water Line Relocation for US 1 Bridge Replacement along Fontaine Road, as requested by Columbia Water. Award to the South Carolina Department of Transportation in the amount of \$275,474.00.

REQUISITION NO.: R182704

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: FY 18/19 CIP WM335519 - The original budget amount is \$275,474.00.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 6" and 8" water lines within the boundaries of their U.S.#1 (Two Notch Road) Bridge Replacement Over CSX Railroad at Fontaine Road (S-218).

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its construction and improvements along a segment of U.S. #1 and Fontaine Road located within Richland County. The proposed bridge replacements and roadway improvements include a bridge replacement, turn lanes and storm drainage.

Due to these proposed improvements it is necessary for the City of Columbia relocate approximately 390 linear feet of its water line. The City does not have Prior Rights. The City's cost is \$209,907.50 (100%).

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed you will find SCDOT's Utility Agreement (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work will be funded through the water improvement fund from FY 18/19 CIP Project WM335519-Utility Conflicts Annual. The original budgeted amount for this project is \$275,474.00

The Director of Engineering recommends approval of this project in the amount of \$209,907.50 to be reimbursed to SCDOT upon completion of this work.

ATTACHMENTS:

- **#a:** WM4401 Contract Agreement Waterline Relocation for US 1 Bridge Replacement_4-8-2019 (PDF)
- **#b:** WM4401 Final Estimate (PDF)
- **#c:** WM4401 U.S. #1 Bridge Replacement Vicinity Map (PDF)

AGREEMENT
For In-Contract Utility Relocation
Water Line WM4401 Relocation
U.S. 1 Bridge Replacement over CSX Railroad
SCDOT Project ID 40.040440

In an effort to ensure the successful completion of the Water Line facilities relocation along the above referenced location in Richland County, and in consideration for the mutual promises and commitments set forth below, the South Carolina Department of Transportation (**SCDOT**) and the City of Columbia (**PARTICIPANT**) covenant and agree as follows:

This document is to serve as an Agreement as to the specific responsibilities of the **PARTICIPANT** and **SCDOT** in completing this project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to the engineering, right-of-way acquisition, construction, and inspection services associated with SCDOT's Bridge replacement project along U.S. 1 at the CSX Railroad in Richland County.

- A. The term "Utility Work" shall include the following items:

Water Line Relocation

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **PARTICIPANT** and licensed and qualified to perform the Utility Work.
3. **SCDOT** will supply a detailed cost breakdown for any scope changes and **PARTICIPANT** must approve this scope change before the contractor can commence with the work.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with **SCDOT's** "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. **PARTICIPANT** is responsible for betterments and costs where prior rights do not exist.
2. **SCDOT** will pay for the cost of the Utility Work included in **SCDOT's** Contract, and **PARTICIPANT** will reimburse **SCDOT** for its share of the cost as set forth below.

MOA-XX-XX

Agreement for:
In-Contract Utility Relocation of
WM4401 Waterline Relocation
SCDOT Project ID# **40.040440**

3. **PARTICIPANT** estimates the total cost of construction of the Utility Work to be \$ 190,825.00 plus a maximum 10% management fee not to exceed a total cost of \$ 209,907.50 with such costs to be allocated as follows:
 - a. **SCDOT's** share is based on 0 linear feet (0 miles) of relocation and is estimated at \$ 0 (0 %); and
 - b. **PARTICIPANT's** share is based on 390 linear feet (.073 miles) of relocation and is estimated at \$ 209,907.50 (100%).
 - c. Actual construction costs will be allocated between the parties according to these percentages.
4. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the SCDOT Contract to the contractor with the lowest qualified bid for the overall work of the Project.
5. **SCDOT** shall notify **PARTICIPANT** in writing as to the cost of the Utility Work included in the awarded **SCDOT** Contract and provide **PARTICIPANT** with the opportunity to concur in writing. The dollar amounts of **PARTICIPANT's** and **SCDOT's** share of the cost of the Utility Work in the Awarded Contract shall be adjusted in accordance with the percentages set forth above.
6. Once the contractor begins work, **SCDOT** will bill **PARTICIPANT** quarterly for reimbursement of payments made to the contractor for Utility Work, and **PARTICIPANT** shall remit payment to **SCDOT** within 30 days of date of invoice.
7. **PARTICIPANT** will be responsible for review and approval of change orders submitted by **SCDOT**. No additional payment shall be made for any item of work not provided for in the plan or in the cost estimate except as modified by the **SCDOT** project representative followed by written notification to and approval by **PARTICIPANT**.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. Provide the **PARTICIPANT** or the **PARTICIPANT's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
3. Provide **PARTICIPANT** copies of contractor's pay requests relating to the Utility Work for review prior to payment and any change orders which affect the cost of the Utility Work.
4. **SCDOT** will submit in writing any change orders to **PARTICIPANT** for review and approval before contractor commences work.
5. **SCDOT** shall ensure contractor coordinates cut and fill during utility relocation and roadway construction is never jeopardized and there is never less than 2 feet of cover on the active waterline. Additional guidelines for the waterline are provided in Sections IV.5.A.
 - A. For new waterlines installed as part of the project, cover at the time of Project completion shall be no less than 48 inches measured from the top of pipe to the elevation of the pavement at the edge of the roadway or top of ground elevation (whichever is lowest).
6. **SCDOT** shall ensure the contractor coordinates the sequencing of waterline relocation, testing, placing into service with the **PARTICIPANT** to ensure the existing line remains in service until all tests and approvals are in place and provided to the **PARTICIPANT** to place the new line

segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.

7. As a part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by the **PARTICIPANT** and naming the **PARTICIPANT** as an additional insured by providing copies to the **PARTICIPANT**.
8. As a part of the Construction Contract, the **PARTICIPANT** will include in the Specification a requirement for the contractor to warranty the improvements for two years (2) after final acceptance. **SCDOT** will require that the contractor includes this in their bid. Final acceptance of waterline begins once new waterline has been completely installed, inspected, and placed into service as shown in the **PARTICIPANT**'s design documents.
9. **SCDOT** shall allow the **PARTICIPANT** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to the **PARTICIPANT** of the time and place the materials will be available for inspection. The **PARTICIPANT** shall have the right to inspect all recovered materials from the waterline removal (examples are water valves, fire hydrants, pipe). If the **PARTICIPANT** elects to retrieve the materials, there will be no cost associated with doing so but the **PARTICIPANT** shall be responsible for removal from the inspection site. If the **PARTICIPANT** elects not to retrieve the items, **SCDOT** may sell them for scrap or allow the contractor to do so.

Section V – PARTICIPANT's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, estimated cost, and construction observation services for the Utility Work. **PARTICIPANT** shall acquire any additional easement necessary outside **SCDOT**'s new right-of-way.
3. The **PARTICIPANT**'s on-site representative and/or Inspector will sign off on the installed quantity of pipe and associated equipment on a weekly basis for each construction phase duration of the **PARTICIPANT**'s utility work. Failure to sign off will preclude the right to dispute quantities recorded by **SCDOT**. The Contractor shall coordinate the construction schedule with the **PARTICIPANT** and provide a minimum of 48 hours' notice for days in which the contractor plans to perform work associated with the Project. **PARTICIPANT**'s on-site representative and/or Inspector will perform inspection for all items related to the waterline installation including but not limited to borrow compaction, material inspection, waterline installation and activation, and all related material removal and disposal.
4. Pay the cost of the Utility Work in accordance with Section III - Funding.
5. **PARTICIPANT** to submit a utility agreement for the design services associated with the sealed plans depicting the waterline within the **SCDOT** right of way, for inspection services, and for other services as deemed necessary.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **PARTICIPANT's** facilities within **SCDOT** Right-of-Way based on the **PARTICIPANT's** design documents and approved Encroachment Permit.
2. All work covered under this Agreement and performed by the **SCDOT** contractor shall be performed within **SCDOT** Right-of-Way or within **PARTICIPANT's** acquired easements, as coordinated with and approved by SCDOT.
3. Upon **PARTICIPANT's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **PARTICIPANT** will assume sole and complete responsibility for the new waterline and associated appurtenances. For purposes of this agreement, **PARTICIPANT** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **PARTICIPANT** will have sole responsibility for the operation and maintenance of the Utility Work.
5. Where **PARTICIPANT** is on SCDOT right-of-way by encroachment, **PARTICIPANT** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at the expense of **PARTICIPANT** or current owner of the utility, except for areas addressed in item 6 of this section.
6. Where **PARTICIPANT** has established prior rights via this agreement and associated encroachment permit for this project, any future removal of the entire facility will be in accordance with the cost sharing established in that agreement and in accordance with **SCDOT's** "A Policy for Accommodating Utilities in Highway Rights of Way" and 23 CFR 645A.
7. **PARTICIPANT** will maintain prior rights at project completion in locations where prior rights currently exist, in cases where the waterline remains inside the **SCDOT** right of way. **PARTICIPANT** will not have prior rights in locations that prior rights do not currently exist. Locations of both prior rights and no prior rights will be clearly identified in **SCDOT** encroachment permit once issued and upon the water line relocation drawings produced by and approved by the **PARTICIPANT**. See Appendix A.

Section VII – Counterparts

This Agreement may be executed 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.

[Signature blocks on next page]

MOA-XX-XX

Agreement for:
 In-Contract Utility Relocation of
WM4401 Waterline Relocation
 SCDOT Project ID# 40.040440

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED
 IN THE PRESENCE OF:

CITY OF COLUMBIA

BY: _____

City Manager

DATE: _____

APPROVED AS TO FORM:

Legal Department – City of Columbia

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

RECOMMENDED BY:

Deputy Secretary of Engineering or Designee

PROFESSIONAL SERVICES CONTRACTING

BY: _____

Chief Procurement Officer or Designee

APPROVED AS TO FORM


 Legal Department City of Columbia, SC



Michael Baker International Inc.

700 Huger Street

Columbia, SC 29201

Michael Baker
 INTERNATIONAL
Bid Tabulation

Date:	4/8/2019
Stage:	Bidding
Project:	US#1 Bridge Water Relocations
Location:	Columbia, SC
Preparer:	KTC

	Description of Work	Unit	Measure	Unit Cost	Total Cost
General Construction					
1	Mobilization/Demobilization	1	LS	\$6,500.00	\$6,500.00
2	Silt Fence	50	LF	\$5.00	\$250.00
3	Grassing	1	LS	\$500.00	\$500.00
4	Sediment & Erosion Control	1	LS	\$3,500.00	\$3,500.00
5	Inlet Protection	12	EA	\$150.00	\$1,800.00
6	Traffic Control	1	LS	\$12,500.00	\$12,500.00
General Construction Subtotal					\$25,050.00
Water Construction					
7	10-inch CL250 DIP - Restrained Joint Water Line	50	LF	\$215.00	\$10,750.00
8	8-inch CL250 DIP - Restrained Joint Water Line	300	LF	\$115.00	\$34,500.00
9	6-inch CL250 DIP - Restrained Joint Water Line	40	LF	\$95.00	\$3,800.00
9	2-inch CL150 DIP Restrained Joint Water Line	25	LF	\$100.00	\$2,500.00
10	8-inch CL350 DIP 90° Bend	2	EA	\$350.00	\$700.00
11	8-inch CL350 DIP 45° Bend	12	EA	\$325.00	\$3,900.00
12	8-inch CL350 DIP 22.5° Bend	8	EA	\$325.00	\$2,600.00
13	6-inch CL350 DIP 45° Bend	4	EA	\$300.00	\$1,200.00
14	6-inch CL350 DIP 22.5° Bend	2	EA	\$275.00	\$550.00
15	2-inch CL350 DIP 45° Bend	4	EA	\$275.00	\$1,100.00
16	6-inch CL350 M.J. Long Sleeve ACP to DIP Fitting	2	EA	\$650.00	\$1,300.00
17	8-inch CL350 Long Sleeve ACP to DIP Fitting	2	EA	\$850.00	\$1,700.00
18	8-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	2	EA	\$350.00	\$700.00
19	8-inch CL350 ACP to DIP Fitting	4	EA	\$275.00	\$1,100.00
20	8-inch M.J. Gate Valve & Box	2	EA	\$1,500.00	\$3,000.00
21	2-inch M.J. Gate Valve & Box	2	EA	\$1,200.00	\$2,400.00
22	10-inch M.J. CL350 Tee	1	EA	\$1,500.00	\$1,500.00
23	10-inch x 6-inch CL350 M.J. Reducer	2	EA	\$475.00	\$950.00
24	6" Fire Hydrant Assembly*	2	EA	\$4,700.00	\$9,400.00
25	Concrete Thrust Block	10	CY	\$400.00	\$4,000.00
Restoration Items					\$0.00
26	Flowable Fill (Trench Only)	100	CY	\$175.00	\$17,500.00
27	Flowable Fill (Pipe Abandonment, Pumped)	5	CY	\$400.00	\$2,000.00
28	Pavement Replacement - Trench only - 2" Asphaltic	125	SY	\$75.00	\$9,375.00
29	Sidewalk Replacement - 3,500 PSI Concrete - To include any necessary ADA markers	5	CY	\$550.00	\$2,750.00
30	6-inch concrete gutter (standard)	100	LF	\$30.00	\$3,000.00
31	Landscape Allowance (Alta Vista Drive)	1	LS	\$3,500.00	\$3,500.00
Water Construction Subtotal					\$125,775.00
General Construction Subtotal					\$25,050.00
Construction Total					\$150,825.00

Additive Alternates**

32	8-inch TEAM InsertValve - To include excavation & backfill	3	EA	\$10,500.00	\$31,500.00
33	6-inch TEAM InsertValve - To include excavation & backfill	1	EA	\$8,500.00	\$8,500.00
Alternate Total					\$40,000.00
Total Construction with Alternates					\$190,825.00
10% Contingency					\$19,082.50
Total					\$209,907.50

Notes:

* Fire Hydrant Assembly includes 6-inch isolation gate valve

** Additive alternate quantities are included for the purpose of establishing a base price in the event the items are necessary. The bid is to be evaluated by base bid only.

City of Columbia

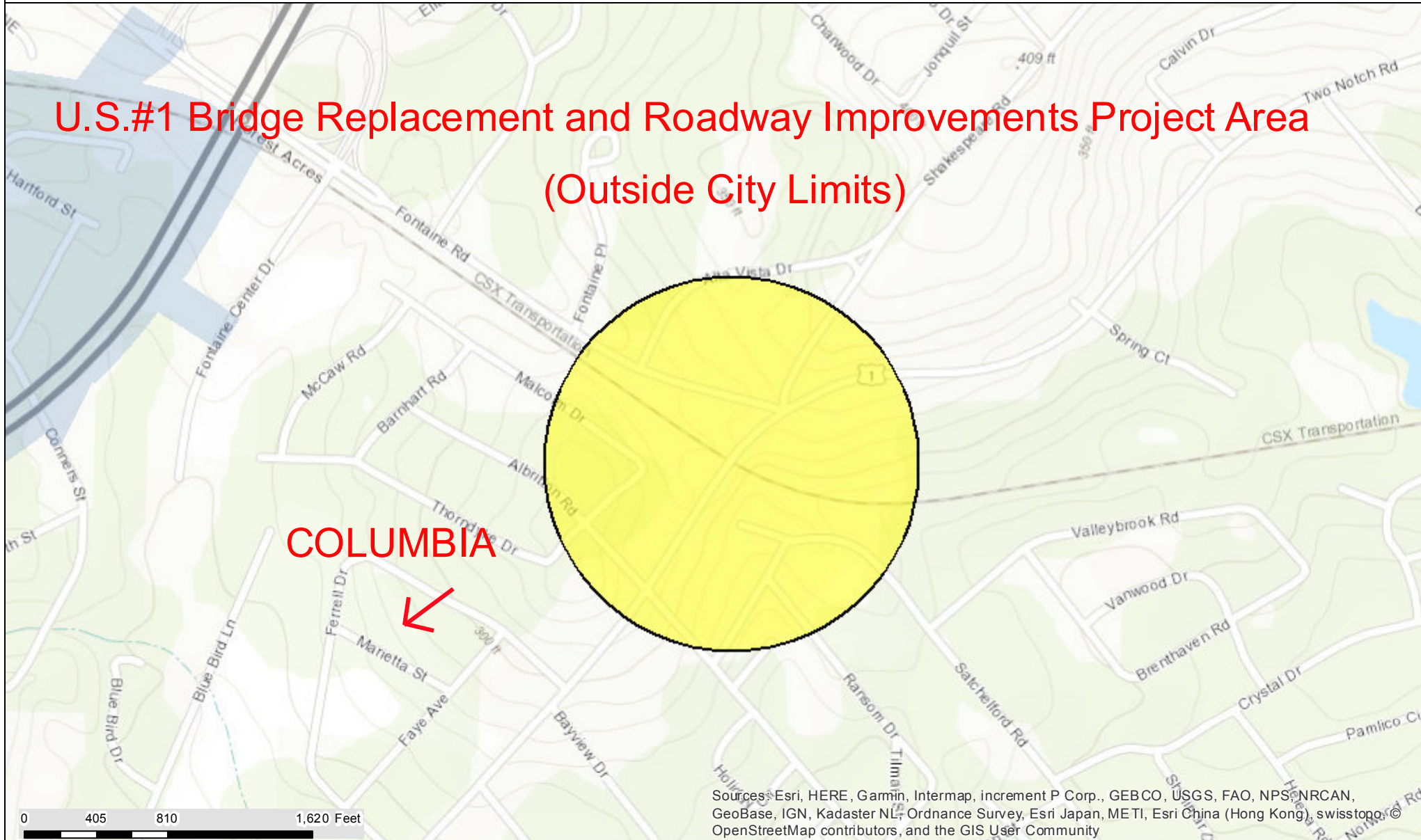
WM4401 U.S.#1 Bridge Replacement Vicinity Map

20.c



Tuesday, March 26, 2019

U.S.#1 Bridge Replacement and Roadway Improvements Project Area (Outside City Limits)



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. 288



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #7 for Project SS685401; Engineering Services for Modeling and Evaluating the Sanitary Sewer System Piping and Pump Station to Support the Capacity Assurance Program, as requested by Columbia Water. Award to Hazen and Sawyer, in an amount not to exceed \$277,300.40. This firm is located in New York, NY with a local office in Columbia, SC.

REQUISITION NO.: R161756

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: for FY18-19 5529999-SS728801-658650. The contract price including Amendments 1 through 6 is \$ 2,749,452.00. With Amendment 7, the revised contract price will be \$ 3,026,752.40. The original budget amount for this Amendment is \$277,300.40.

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Amendment is to compensate the Engineer for Modeling & Evaluating the City's Sanitary Sewer System Piping & Pump Stations to Support a Capacity Assurance Program (CAP), and to update employee classification within the hourly rate schedule. The Contract Amendment shall be for work associated with development of the Crane Creek storage improvements and additional hydraulic modeling assistance.

Hazen and Sawyer, P.C. will provide the following services:

Task 1 - Detailed Design for 7MG Storage Tank
Task 2 - Hydraulic Modeling Assistance for Basis of Designs

Services to be performed will impact City Council Districts 1, 2, 3, & 4.

Proposed Change and Basis for Payment:

Original Contract Price	\$1,761,508.00
Amendment 1 (addition)	\$100,000.00

Amendment 2 (addition)	\$100,000.00
Amendment 3 (addition)	\$175,744.00
Amendment 4 (addition)	\$100,000.00
Amendment 5 (addition)	\$412,200.00
Amendment 6 (addition)	\$100,000.00
Amendment 7 (THIS CHANGE/ADDITION)	\$277,300.40
Revised Contract Price	\$3,026,752.40

ATTACHMENTS:

- **#a:** Amendment - CA#7 SS6854 Hazen & Sawyer - CAP (PDF)
- **#b:** Exhibits - CA#7 SS6854 Hazen & Sawyer - CAP (PDF)
- **#c:** Location Map - SS685401 CA7 WWCS and CAP (PDF)

Amendment for Engineering Services
Modeling & Evaluating the City's Sanitary Sewer System Piping & Pump Stations to
Support a Capacity Assurance Program (CAP)

Project Number: CIP SS685401

Hazen & Sawyer, P.C. and City of Columbia, SC

Contract Amendment #7

April 15, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen & Sawyer, P.C. (Engineer) dated September 18, 2012 (Agreement). This Amendment is to compensate the Engineer for Modeling & Evaluating the City's Sanitary Sewer System Piping & Pump Stations to Support a Capacity Assurance Program (CAP), and to add Associate Vice President employee classification within the hourly rate schedule of Exhibit D, attached hereto.

Hazen and Sawyer, P.C. will provide services for Task 1 – Detailed Design for 7MG Storage Tank, and Task 2 – Hydraulic Modeling Assistance for Basis of Designs per this Amendment as described in Exhibit A, attached hereto. Compensation for these services is defined in Exhibit B, the Project Schedule is outlined in Exhibit C, along with Hourly Rates provided in Exhibit D, attached hereto.

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

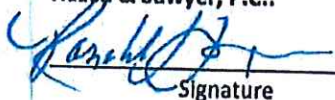
Proposed Change and Basis for Payment:

Original Contract Price	\$1,761,508.00
Amendment 1 (addition)	\$100,000.00
Amendment 2 (addition)	\$100,000.00
Amendment 3 (addition)	\$175,744.00
Amendment 4 (addition)	\$100,000.00
Amendment 5 (addition)	\$412,200.00
Amendment 6 (addition)	\$100,000.00
Amendment 7 (THIS CHANGE/ADDITION)	\$277,300.40
Revised Contract Price	\$3,026,752.40

Additional funds are to be provided in the following manner: 5529999-SS728801-658650

This Change is Acceptable:

Hazen & Sawyer, P.C.:


Signature

Ronald L. Taylor
(Please Print Name)

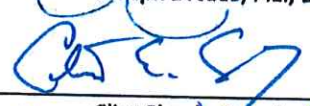
Date: 4/18/19

Title: Sr Vice President

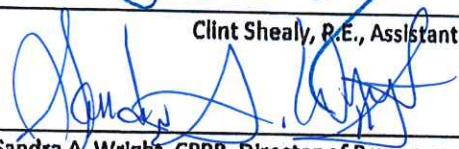
City of Columbia:

By: 

Joseph D. Jaco, P.E., Director of Utility Operations

By: 

Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: 

Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____

Teresa Wilson, City Manager


APPROVED AS TO FORM
Legal Department City of Columbia, SC

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP# SS685401

Wastewater Collection System Sewer Model and Capacity Assurance Program

Project Overview – Detailed Design for 7 MG Storage Tank (Task 1)

The North Columbia Pump Station is south of Broad River Road and is adjacent to the Columbia Canal. The station is one of five major pump stations in the City of Columbia's wastewater collection system. This station serves the area east of Broad River along the Interstate 20 and 77 corridors known as the Crane Creek Basin. The Crane Creek Basin has exhibited elevated levels of inflow and infiltration due to wet-weather conditions.

The City upgraded an existing 36-inch line to a 48-inch line to accommodate needed hydraulic capacity. At the time of this project, the City desired to design and build one (1) of two (2) 7.0 million gallon equalization storage tanks to accommodate current future wet-weather flow conditions to prevent overflows from occurring at the pump station and downstream. The original temporary design made for provisions of an in ground earthen basin with a geotextile/concrete liner. Additional geotechnical investigations revealed that the native soils would not adequately support the basin floor or provide adequate slope stability to obtain the needed volume. Therefore, the basin concept is being designed with a prestressed concrete vessel with an engineered foundation support structure. The proposed tank would have been filled from the Crane Creek by-pass pumping system (under separate contract). Provisions would have been made for temporary pumps to be installed in the by-pass structure until the permanent storage pump station can be designed and constructed (under separate contract). Figure 1 illustrates the project location.

The City authorized Hazen to proceed with the design on October 30, 2015 to expedite the design efforts with the intention of receiving an amendment for the scope of services to complete design and provide engineering related services during construction. The project had passed the 90% design point where it was again modified to include two larger tanks and a large storage pump station.

The facilities that are included in this design amendment are:

- Demolition of existing select structures
- Access roadway to site
- Water distribution system improvements to site
- Storage tank
- Access tower structure to tank catwalks
- SCADA integration for tank water levels, by-pass structure water levels and fill and drain control
- Yard piping and site work

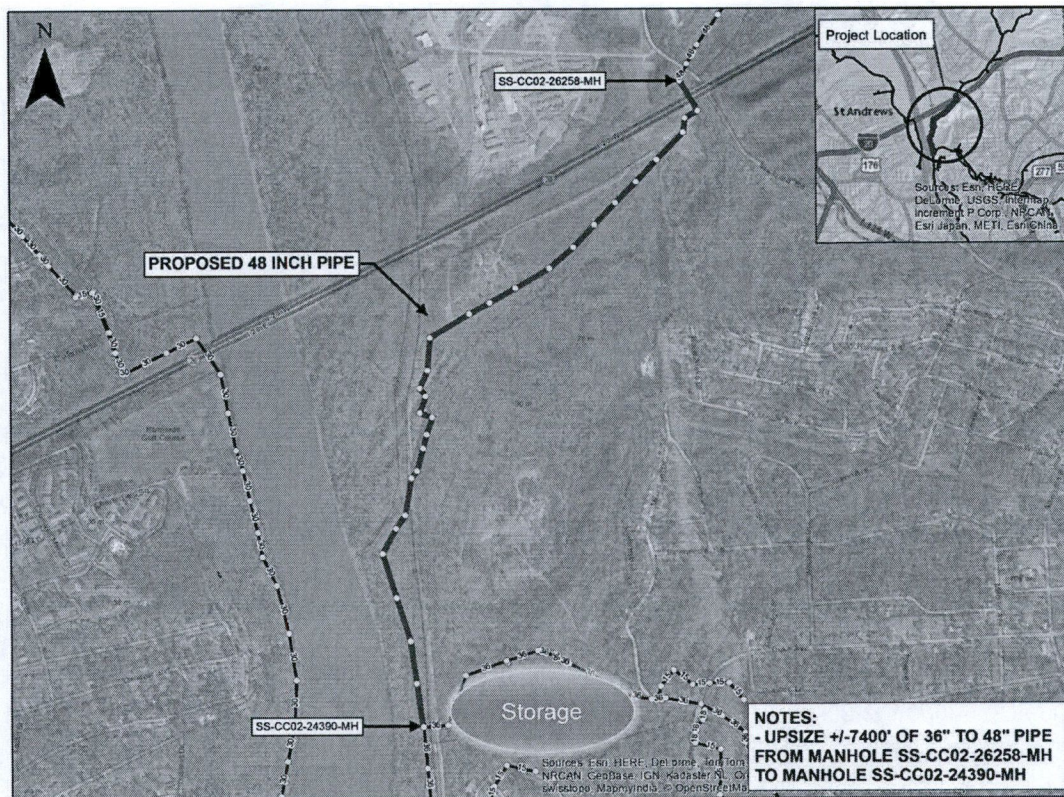


Figure 1: Current Crane Creek Improvements and Storage Location Map

Project Overview – Hydraulic Modeling Assistance for Basis of Designs (Task 2)

On November 2, 2018, the City requested Hazen to provide preliminary hydraulic modeling assistance for the Basis of Designs for six (6) proposed capital improvement projects, listed as follows:

- Half of CIP No. SS7465 Lower Crane Creek Relief Sewer Phase 2 (project #44) – The other half of project performed under CIP No. SS7485, Task 7
- CIP No. SS7472 Upper Crane Creek Relief Sewer Phase 1 (project #35)
- CIP No. SS7470 Lower Crane Creek Relief Sewer Phase 1 (project #38)
- CIP No. SS7474 Upper North Branch Crane Creek & North Richland Creek (projects 17A and 33)
- CIP No. SS735002 Crane Creek Upper North Branch Extension
- CIP No. SS735003 Lower North Branch Crane Creek Phase 1 (upper half of project #07A)

CIP# SS685401

SCOPE OF WORK

Services provided by Hazen under this Agreement include Detailed Design and Hydraulic Modeling Assistance as delineated below.

Task 1 – Detailed Design for 7 MG Storage Tank

- Task 1.1 – Revised Detailed Drawings
- Task 1.2 – Revised Technical Specifications
- Task 1.3 – Developed Front-End Bidding Requirements
- Task 1.4 – Quality Assurance/Quality Control
- Task 1.5 – Review Meetings
- Task 1.6 – Specialty Subconsultants

Task 2 – Hydraulic Modeling Assistance for Basis of Designs

- Task 2.1 – Half of CIP No. SS7465 Lower Crane Creek Relief Sewer Phase 2 (project #44)
- Task 2.2 – CIP No. SS7472 Upper Crane Creek Relief Sewer Phase 1 (project #35)
- Task 2.3 – CIP No. SS7470 Lower Crane Creek Relief Sewer Phase 1 (project #38)
- Task 2.4 – CIP No. SS7474 Upper North Branch Crane Creek & North Richland Creek (projects 17A and 33)
- Task 2.5 – CIP No. SS735002 Crane Creek Upper North Branch Extension
- Task 2.6 – CIP No. SS735003 Lower North Branch Crane Creek Phase 1 (upper half of project #07A)

Task 1 – Detailed Design for 7 MG Storage Tank

General Project Administration – Consultant managed the efforts of its project team members and sub-consultants by assigning manpower, delegated responsibilities, reviewed work progress, monitored budget and schedule, and directed the progress of the work. As part of project administration, Consultant:

- Participated in design review and construction progress meetings with the City as outlined.
- Provided monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Planned and performed project quality control and quality assurance.
- Consultant invoiced monthly and included amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

Throughout design of the project, Consultant maintained regular contact through the City's staff. Progress meetings included:

- Monthly Progress meetings with City's Project Manager for duration of project
- 90%, review of design meetings in Task 1.5

CIP# SS685401

Project Management & Coordination with the City:

- Consultant communicated with the City through a single point of contact, Consultant's Project Manager.

Task 1.1 Revise Detailed Drawings – Prepare detailed drawings suitable for regulatory review and approval, and for competitive bidding by a General Construction Contractor. Drawings will detail the following recommended improvements:

- Yard piping modifications to convey peak wet-weather flows to and from the storage tanks.
- Demolition of existing equipment, structures, piping, valving, and appurtenances impacting the footprint of the new storage facility.
- Control valving and associated instrumentation to allow tank draining and self-cleaning.
- Site grading and erosion control modifications to accommodate the new storage facilities.
- Water supply piping to storage facility to include plan drawing from the existing City of Columbia water main to the site. The water main will be located within the existing roadway right-of-way.
- Access roadway improvements will include the design of a 10 foot wide asphalt paving from Mountain Drive to the Site.
- The storage facilities will be provided with the following new equipment:
 - Water cannon spray nozzles for manual cleaning for each tank
 - Tank catwalk systems for each tank with access stairs entry way.
 - A new canopy will be provided to protect control equipment and O&M Staff from inclement weather.
 - SCADA integration for both tank water levels, by-pass structure water levels and fill and drain control.

Task 1.2 Revised Technical Specifications – Prepared performance based technical specifications in CSI format for all aspects of the work such that the project results in a complete, working facility.

Related work performed by Hazen under this task includes:

- Functional Control Descriptions – Hazen developed functional control descriptions describing the required operation, monitoring, and control of the new facilities.
- Opinion of Cost – Hazen developed a detailed cost estimate throughout the design of the work.

Task 1.3 Additional Regulatory Coordination – Identified, prepared, and submitted required permit packages to the applicable regulatory agencies for review and approval. Applications for the required permits and approvals will be prepared for submittal to the respective agencies. All permitting fees shall be paid by Hazen with reimbursement by the City at direct cost. It is anticipated that the following permits, as a minimum, will be required:

- SC DHEC Water and Wastewater Facilities Construction Permit
- SC DHEC / Stormwater Permit
- Floodplain Development Permit
- Modifications to the existing railroad permit

It is anticipated that a wetlands permit will not be required. Attempts were made to avoid wetlands in adjacent areas.

Task 1.4 Quality Assurance / Quality Control – Hazen conducted an internal technical/constructability review at the 90% completion milestone. Technical Review Committee members and a Construction Field Engineer provided a review of the design to date including:

- Specified manufacturers of major equipment items
- Design calculations
- Construction cost estimate
- I/O listing and functional control descriptions
- Construction phasing
- Inter-discipline review to ensure coordination and completeness
- Technical specifications

Task 1.5 Review Meetings – Hazen conducted project review meeting at 90% completion milestones for City Staff input and review.

Task 1.6 Specialty Subconsultants – Hazen coordinated the activities of the following local specialty subconsultants to perform the specific services delineated below:

- Howard Engineering – Provides electrical design services for the new Storage Facility.
- Terracon – Conducted additional subsurface field investigation and provided a geotechnical report to include recommendations on foundations, allowable bearing pressures, lateral earth pressures, piling foundations, suitability of on-site material for structural fill, and seismic parameters for all proposed structures.
- Palmetto Consulting Engineering Group – Provided permitting assistance and expediting of permits.

Task 2 – Hydraulic Modeling Assistance for Basis of Designs

Hazen will provide hydraulic modeling assistance and engineering services for the Basis of Designs for the following six (6) capital improvement projects (Subtasks 2.1 – 2.6). Related work performed by Hazen for each project includes:

- Review previously completed hydraulic modeling efforts to aid in the determination of flows through specified existing and proposed trunk sewers and at major branch and inflow locations for the Peak Dry-Weather Flows (PDF) and Peak 2-Year, 24-Hour Flow (PF) for existing, 2020, and buildout conditions.
- Confirm pipe sizing and by-pass pumping capacity requirements to be used for the Preliminary Engineering Report options.
- Provide Draft and Final Technical Memorandum summarizing analysis and recommendations.

The general components for each subtask will include the following:

- Task A – Project Management and Administration during Review
- Task B – Review Previous Hydraulic Analysis
- Task C – Develop TM Documenting the Findings of the Study

Task 2.1 – Half of CIP No. SS7465 Lower Crane Creek Relief Sewer Phase 2 (project #44) – The other half of the project will be performed under Task 7 of Contract SS7485.

Task 2.2 – CIP No. SS7472 Upper Crane Creek Relief Sewer Phase 1 (project #35)

Task 2.3 – CIP No. SS7470 Lower Crane Creek Relief Sewer Phase 1 (project #38)

Task 2.4 – CIP No. SS7474 Upper North Branch Crane Creek & North Richland Creek (projects #17A and #33)

Task 2.5 – CIP No. SS735002 Crane Creek Upper North Branch Extension

Task 2.6 – CIP No. SS735003 Lower North Branch Crane Creek Phase 1 (upper half of project #07A)

EXHIBIT B
COMPENSATION

City of Columbia
CIP# SS685401
Wastewater Collection System Sewer Model and Capacity Assurance Program

1.1.1 BASIS OF COMPENSATION (TASK 1)

The work performed for providing professional engineering services associated with the Permanent Prestressed Wet-Weather Storage Tank as previously delineated in Exhibit A – Scope of Services (Task 1), was billed on a lump sum basis.

Table 1 provides a fee summary for Task 1. Project expenses for travel and reproduction were billed as a percentage of completion each month. Subconsultants employed by Hazen, billed to the City at cost times a multiplier of 1.10. Permit fees were reimbursed at direct cost.

1.1.2 BASIS OF COMPENSATION (TASK 2)

The work to be performed for providing hydraulic modeling assistance for six (6) basis of designs as delineated in Exhibit A (Task 2) will be billed on an hourly rate basis in accordance with the current Hourly Rate Schedule specified in Exhibit D with a not to exceed a maximum fee of \$15,000 per CIP project with the exception of Subtask 2.1 SS7465 Lower Crane Creek Relief Sewer Phase 2 (project #44) which will not exceed \$7,000.

Table 1 provides a fee summary for Task 2. Project expenses for travel and reproduction are estimated and will be billed as a percentage of completion each month.

1.1.3 COMPENSATION SCHEDULE

Table 1 summarizes the estimated costs for Tasks 1 and 2.

Table 1
Fee Summary

Task	Subtask Description	Lump Sum Amount	Not to Exceed Amount
1.1 – 1.6	Detailed Design for 7 MG Storage Design	\$177,300.40	-
2.1 – 2.6	Hydraulic Modeling Assistance for Basis of Designs	-	\$100,000.00

EXHIBIT C**PROJECT SCHEDULE****City of Columbia****CIP# SS685401****Wastewater Collection System Sewer Model and Capacity Assurance Program**

The schedule below summarizes the major milestones for detailed design associated with the prestressed wet-weather storage tank at the old Eau Claire treatment facility (Task 1) and the hydraulic modeling assistance for six (6) basis of designs (Task 2).

For the storage tank project, it was anticipated that two (2) months would be required to prepare documents suitable for regulatory review, one (1) month each for regulatory approval.

For the basis of design capacity analyses and technical memoranda (Task 2), it was assumed that each project (subtask) would take four (4) weeks, and each subtask would start mid-cycle of the previous subtask for a total of 14 weeks. For each basis of design memorandum, the draft memorandum will be delivered 2 weeks after notice to proceed. This schedule assumes that the City will provide comments 1 week after the draft technical memorandum is delivered. The final technical memorandum will be delivered 1 week after receipt of City comments.

Milestone Description	Estimated Date
Task 1 – Detailed Design for 7 MG Storage Design	
Engineering NTP	Nov 1, 2015
Submit Documents for Regulatory Review	Dec 31, 2015
Regulatory Approval	Jan 30, 2016
Task 2 – Hydraulic Modeling Assistance for Basis of Designs	
Submit Draft BOD Capacity TM for CIP No. SS7465 Lower Crane Creek Relief Sewer Phase 2 (project #44)	Jan 18, 2019
Submit Draft BOD Capacity TM for CIP No. SS7472 Upper Crane Creek Relief Sewer Phase 1 (project #35)	Feb 1, 2019
Submit Draft BOD Capacity TM for CIP No. SS7470 Lower Crane Creek Relief Sewer Phase 1 (project #38)	Feb 15, 2019
Submit Draft BOD Capacity TM for CIP No. SS7474 Upper North Branch Crane Creek & North Richland Creek (projects #17A and #33)	March 1, 2019
Submit Draft BOD Capacity TM for CIP No. SS735002 Crane Creek Upper North Branch Extension	March 15, 2019
Submit Draft BOD Capacity TM for CIP No. SS735003 Lower North Branch Crane Creek Phase 1 (upper half of project #07A)	March 29, 2019

EXHIBIT D**HOURLY RATE SCHEDULE**

Hazen shall be allowed to adjust employee hourly rates on annual basis starting in July 2019. Adjustments shall not exceed 3% per year. Hazen will submit to the Client, for approval, the proposed hourly rates.

**Hazen and Sawyer
2018-19 Hourly Billing Rates**

<u>Employee Classification</u>	<u>2018-19 Billing Rates</u>
Vice President	\$247.00
Associate Vice President	\$225.00
Senior Associate	\$209.00
Associate	\$185.00
Senior Principal Engineer	\$160.00
Principal Engineer	\$138.00
Engineer	\$127.00
Assistant Engineer	\$111.00
Senior Principal Designer	\$149.00
Principal Designer	\$126.00
Designer, GIS Technician	\$101.00
Administrative	\$70.00
Intern	\$36.00

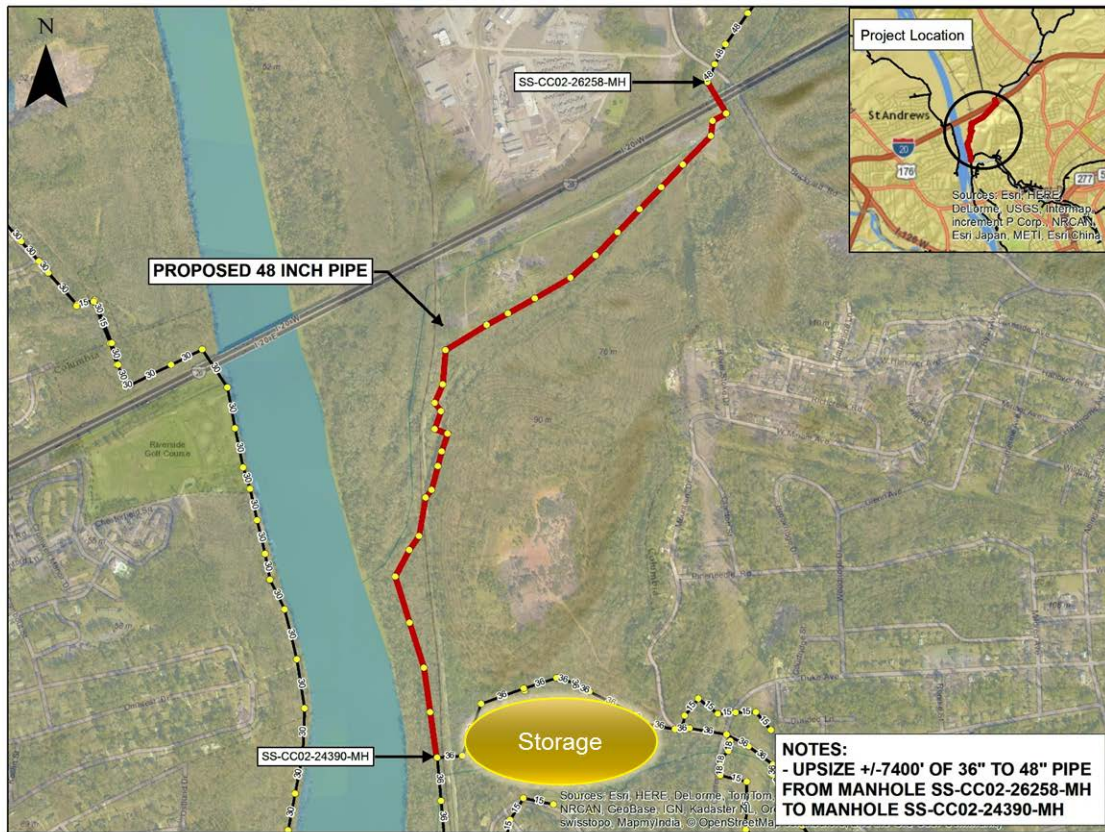


Figure 1: Current Crane Creek Improvements and Storage Location Map



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-020 Granting an encroachment to Vincent J. Degenhart and Denice Degenhart for the use of the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street, Richland County TMS #11311-03-08 for installation and maintenance of a masonry wall and aluminum gates

PURPOSE: First reading approval was given on April 2, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2019-020 encroach 415 Harden Street (PDF)

HISTORY:

04/02/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-020

Granting an encroachment to Vincent J. Degenhart and Denice Degenhart for the use of the right of way area of the 400 block of Harden Street adjacent to 415 Harden, Richland County TMS #11311-03-08, for installation and maintenance of a masonry wall and aluminum gates

WHEREAS, Vincent J. Degenhart and Denice Degenhart (hereinafter "Grantees") desire to utilize a portion of the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street for the installation and maintenance of a masonry wall approximately six (6') feet in height and twenty-four (24') feet in length with two (2) textured aluminum gates approximately six (6') feet in height and twelve (12') feet in length, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2019, that Grantees are hereby granted the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street for the installation and maintenance of a masonry wall approximately six (6') feet in height and twenty-four (24') feet in length with two (2) textured aluminum gates approximately six (6') feet in height and twelve (12') feet in length, as shown on the attached drawings.

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway 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 of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained.

3. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Must be installed at a minimum depth of thirty-six (36") inches.

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

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

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

Requested by:

Assistant City Manager Gentry

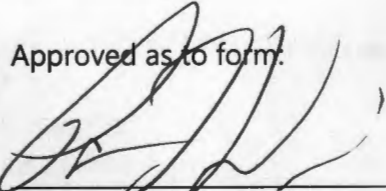
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Pro Title Services, Corp.
 190 Knox Abbott Drive, Suite 3-C
 Cayce, SC 29033
 Phone (803)254-2695 Fax (866)305-4927

Invoice

Customer:	Invoice Number	Date	
City of Columbia Paralegal, Jennifer L. Hendrix 1401 Main Street, 10th Floor Columbia, SC 29201	20170476-25275	02/26/2019	
	File Number	Branch	
	20170476	Pro Title Services, Corp.	
	Customer Order Number	Customer OrderDate	
Deliver-To:		02/26/2019	
City of Columbia Paralegal, Jennifer L. Hendrix 1401 Main Street, 10th Floor Columbia, SC 29201	Sales Price	Buyer	
	Seller		
		Michael Walters and Deloris Walters	
Property Address	Loan Amount	Lender	
3314 Beaumont Avenue, , South Carolina			
Property Type	Property County	Sales Rep	Terms
Full-R	Richland	GG	

THANK YOU FOR YOUR BUSINESS

<i>Description</i>	<i>Amount</i>
1100 - Title Charges	
UPDATE SEARCH	\$90.00
COPIES	\$34.00
Total 1100 - Title Charges	\$124.00
Subtotal	\$124.00
Total	\$124.00

Brief Legal: TMS: 11508-13-02

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 8/24/19 Property Owner: VINCENT J. DEGENHART
 Business Name/Applicant's Name if different than owner: _____
 Contact Information: Telephone Number: 803-212-8103 Fax Number: 803-254-7645
 Mailing address: 415 HARDEN ST., COLUMBIA, S.C. 29205 E-mail address: USCGASLD@gmail.com
 Business Name/Development Name for Encroachment: _____
 Encroachment type: ☒ Wall ☒ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
 Planters ☐ Awning ☐ Underground Utilities ☐ Other: _____

Dimensions (height/width/length):
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps)

SLIDING ALUMINUM Gate ~ 48'; 4' and 3' STUCCO WALL; GATE

Construction material:

DESIGN TO MATCH EXISTING GARAGE DOORS; SEE ATTACHED DRAWINGS & SPECS.

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

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

CONTACT

Johnathan Chambers
 John Fellows
 Brian Cook
 Jerry Thompson
 Zach Kay
 Amy Moore
 Lucinda Statler
 Jerry Thompson
 Scott Holder
 Denny Daniels
 Robert Anderson
 Robert Sweatt
 David Brewer
 Sara Hollar
 John Hooks
 Chip Timmons
 Kris Scott
 Linda Matney
 LR: 1/2017

DEPARTMENT

Development Services (Land Development)
 Development Services (Planning)
 Development Services (Zoning)
 Development Services (Building Inspections)
 Development Services (Development Center)
 Development Services (Historic Preservation)
 Development Services (Urban Design)
 Development Services (Commercial Plan Review)
 Development Services (Landscaping)
 Utilities & Engineering (Construction Management)
 Public Works (Administration)
 Public Works (Street Division)
 Public Works (Traffic Engineering)
 Public Works (Forestry & Beautification)
 Public Works (Solid Waste)
 Risk Management
 Fire Department
 Parking Services

PHONE

803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-0229
 803-545-3420
 803-545-3218
 803-545-3400
 803-545-3780
 803-545-3790
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3736
 803-545-3070

FAX

803-255-8935
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-733-8647
 803-255-8935
 803-988-8199
 803-733-8648
 803-545-3785
 803-733-8648
 803-733-8648
 803-733-8648
 803-733-8245
 803-401-8839
 803-733-8523

E-MAIL

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 kbcook@columbiasc.net
 jlthompson@columbiasc.net
 zpokay@columbiasc.net
 aemoore@columbiasc.net
 lsstatler@columbiasc.net
 jlthompson@columbiasc.net
 jsholder@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgsweatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdkscott@columbiasc.net
 lsmatney@columbiasc.net

VINCENT AND DENICE DEGENHART
415 HARDEN STREET
COLUMBIA, SC 29205
USCGAS1@GMAIL.COM

August 27, 2018

Johnathan Chambers
City of Columbia
Land Development Services
Columbia, SC 29201

Dear Mr. Chambers:

We are submitting a request for an encroachment on Harden Street to install a sliding gate for our driveway and home entrance. The reason(s) for installing the gate are primarily for security, but would also include privacy and safety.

Our home faces Harden Street with our driveway and garage facing the street. We are near the 5-Points area and The University of South Carolina. There is significant auto and foot traffic in front of our home. We have lived here for nearly 25 years. We love our home.

However, as U.S.C. has increased its enrollment, and the number of bars has increased in 5-Points, we have experienced vandalism to our cars, had a statue stolen from front door, and had a break-in last year. As a physician, I am often called to the hospital at odd hours. My wife feels she would be safer with a gated entry to the driveway and front door.

Other remedies such as relocating the drive or garage are not feasible. The home is constructed of concrete and steel and is on the National Registry of Historic places. Exterior changes would not only be cost prohibitive but would also jeopardize National Registry designation.

The gate needs to be near the sidewalk so that cars can turn around and not have to back into Harden Street, a big safety factor. We are including pictures of other structures, fences, and walls similarly situated on Harden Street.

We very much appreciate your review of our request to install the gate and its support structure.

Sincerely,



Vincent and Denice Degenhart

803-212-8103; 803-212-8105

RECEIVED

AUG 27 2018

ZONING DIVISION

415 Harden St

Columbia, South Carolina



Google, Inc.



Street View - Jul 2016

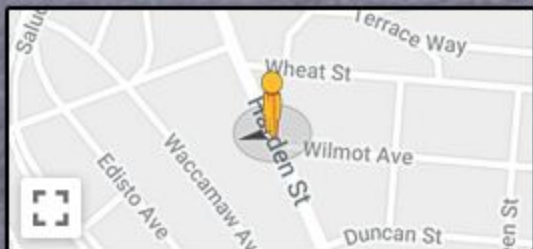
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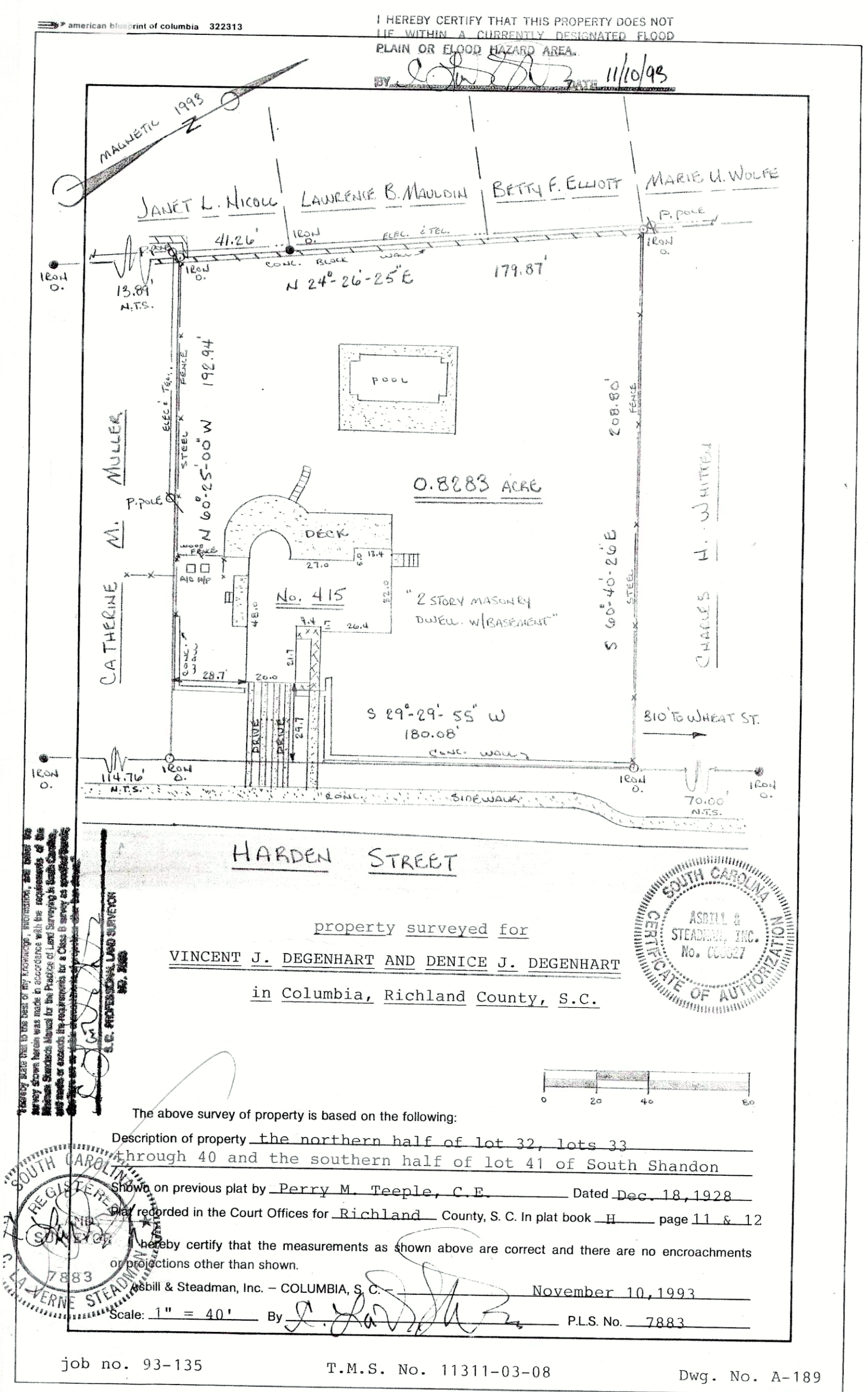


Google

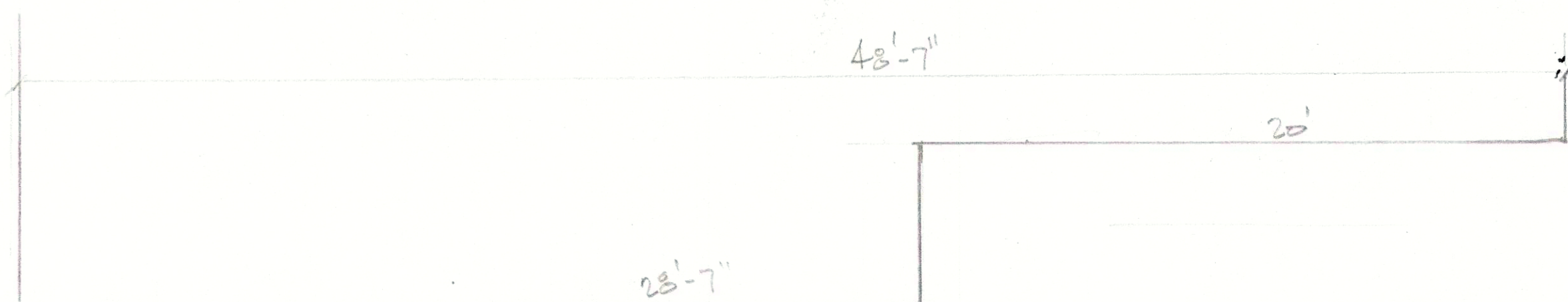
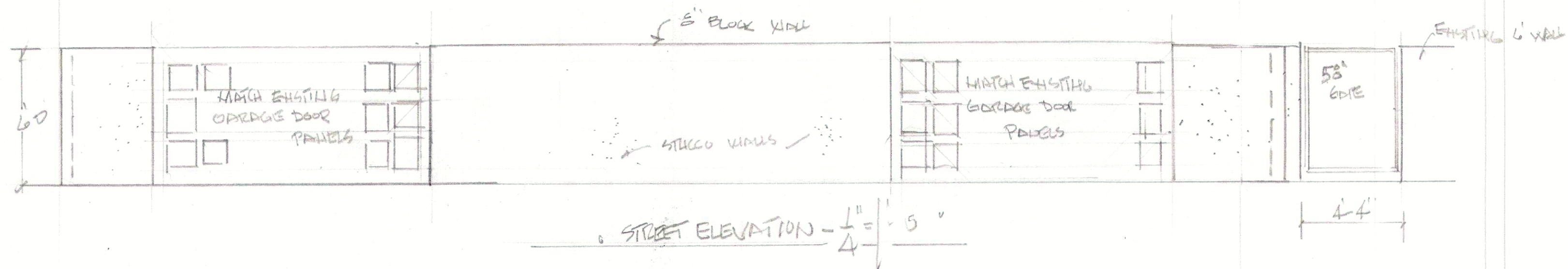


Packet Pg. 310

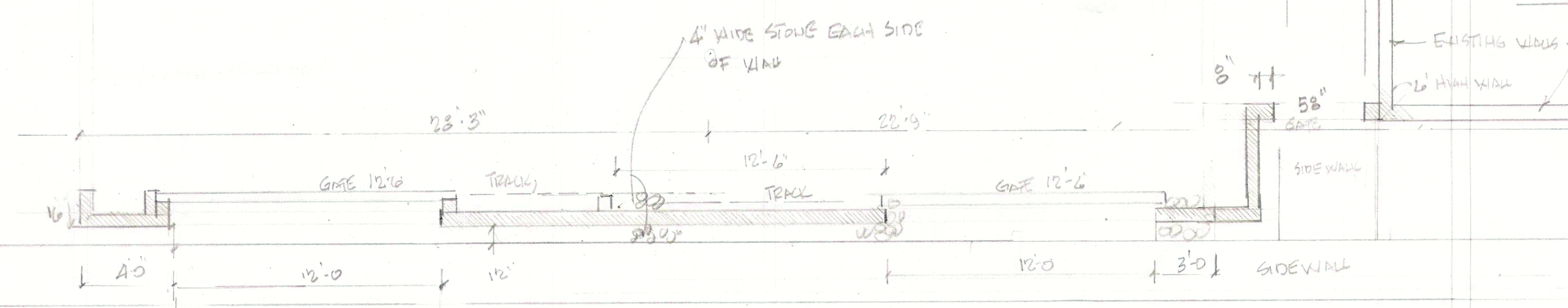
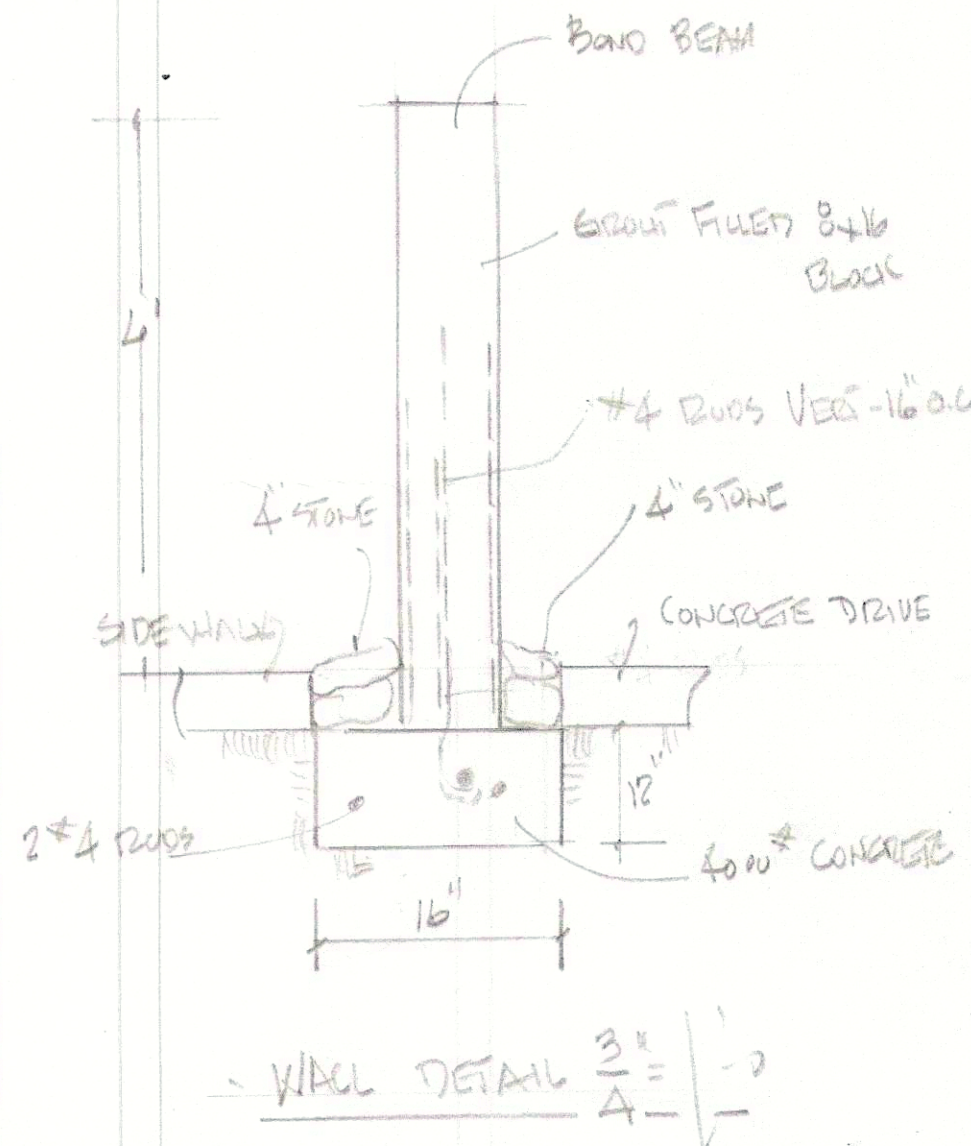




415 HARDEN



PARKING AREA



415 HARDEN ST.
COL. S.C.

415 HARDEN

Ernest C. Rouse
238 Banbury Rd.
Columbia, SC 29210



Proposal

Date 8/28/2018

Proposal No. 2

Customers Name	Supervisor In Charge
Vince & Denise Degenhart 415 Harden Street Columbia, SC	Ernest C. Rouse D/B/A Inspection Services LLC Lic#: RBB . 49107 Effective Date: 4-18-2018 Expires: 6-30-2020

Project No.	Degenhart Gates				Date Required
	Per Plans & Specifications				

Qty	Description of Work	Day	Date	Unit Price	Extended Price
	1. Install two slide gate operator UL Complaint				
	2. Installation of Operators				
	3. Two Cantilever aluminum gates to look Similar to garage doors.				
	4. Gate Opening 12'6" with cantilever tail				
	5. All material to be at least 1/8" thick				
	6. Heavy duty Truck and Track system				
	7. No. 4 rebar per print				
	8. 8x8x16" Concrete block per print				
	9. Type S Mortar for Block				
	10. Cut & Remove Stone to install foundation				
	11. Dig and Pour Foundation				
	12. Lay Block walls per print				
	13. Grout wall & install re-bar & Bond Beam				
	14. Stucco walls three coat process				
	15. Install two 20 amp electrical circuits				
	16. Relay Stone in Driveway				
	17. Clean and Haul Debris				
	18. Dumpster				
	19. Survey				
1	Labor & Material			\$ 42,957.00	\$ 42,957.00

NOTES: **Schedule of Payments:** 50% down toward labor & material, 25% when
block wall is built, balance when job is finished.

	Draws	
	Subtotal	\$ 42,957.00
	Percentage	
	Mark-up	
	State Tax	
	County Tax	
	Municipal Tax	
	Total	\$ 42,957.00

OWNER
SIGNATURE:

Authorized
Contractor Signature:

DESIGN/DEVELOPMENT REVIEW COMMISSION
DESIGN REVIEW DISTRICT
HISTORIC/CONSENT AGENDA
EVALUATION SHEET
Case #2

ADDRESS: 415 Harden Street

APPLICANT: Vincent and Denice Degenhart, owners

TAX MAP REFERENCE: TMS# 11311-03-08

USE OF PROPERTY: Residential

REVIEW DISTRICT: Individual Landmark, -DP

NATURE OF REQUEST: Site improvement

FINDINGS/COMMENTS:

This concrete and glass International style home was constructed in 1937 and was planned by Edward Stone who also designed the Thomas Cooper Library. Aside from being a Tier One City landmark, it is listed on the National Register as well—the nomination form for the building notes it as “probably the best International Style home in Columbia” and it has maintained the flat roof, sleek lines, simple detailing, and limited materials characteristic of its style. A stuccoed concrete front wall, now largely covered with ivy, and a gate at the sidewalk were added in 1973, as well as a parking area in front of the garage.

The owners have been grappling with chronic vandalism and theft on their property, so the current proposal is to build a new concrete wall (matching the existing one) which will essentially enclose the parking area in front of the garage. The new wall will begin on the left side of the sidewalk directly opposite the existing wall, moving forward to the front of the parcel and running along the front property line, adjacent to the sidewalk, over to the left edge of the parcel. The existing sidewalk gate would be brought forward to attach to the edge of the existing wall and the new wall. There are two curb cuts onto the property presently and the owners would like to include two 6’x12’ driveway gates where each of the curb cuts exist. Staff has worked with the applicants to ensure that the new wall will match the materials and look of the existing wall, maintaining a sleek and stream-lined look which complements the house and the property; it undoubtedly will also host the creeping fig or ivy on the existing wall. The custom-made gates will be electronic and will open by sliding behind the wall; they will not open into the public right-of-way. The metal gates will have a finish that replicates the finish of the wall and will complement that of the house. The applicants are working with other City staff to ensure they are meeting any other necessary requirements.

PERTINENT SECTIONS FROM THE GUIDELINES:

Criteria for individual landmarks are found within the City of Columbia Zoning Ordinance, Section 17-674(d) below:

(d) *Criteria for review of design of structures and sites.*

(1) Issuance of a certificate of design approval shall be based upon the requirements set forth in the standards or design guidelines adopted by the city council for each historic district. For individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District, the Secretary of the Interior's Standards for Rehabilitation, as amended and listed below (the "Standards"), shall serve as guidelines until such time as design guidelines may be written and adopted by City Council for each local historic district. The Standards are to be applied to specific rehabilitation projects, taking into account the designation level of each district.

a. For landmark districts and individual landmarks, the historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

No removal or alteration of historic features is planned.

b. In architectural conservation districts and protection areas, the historic character of a district shall be retained and preserved through the preservation of historic materials and features which characterize the historic district.

Not applicable.

c. For individual landmarks and the landmark district, each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Not applicable.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Not applicable.

e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

While no historic material is being altered, the new wall will have the same finish and composition of the existing wall and will complement the style of the house. The new driveway gates will be custom-made, aluminum rectangles, painted with a finish to duplicate the look of the wall's finish so that the overall effect is consistent and very streamlined. The gates will open and close by sliding behind the wall.

f. Deteriorated historic features shall be repaired rather than replaced. Where severe deterioration or complete loss requires replacement of a distinctive feature, the new feature shall match the old in design, color, finish, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence, and character-defining features that have been lost due to intentional damage, removal or neglect shall be rebuilt.

Not applicable.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Not applicable.

b. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

The extant wall is not original to the property, although it does complement the architecture of the house. The new wall will match the existing wall in materials and finishes. The gates are as simple as possible and will have a finish to match the walls as closely as possible. Staff is happy to work with the applicants on any outstanding detailing.

i. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The wall could be removed at any time without impairment to the property and environment.

STAFF RECOMMENDATIONS:

Staff finds that the proposal meets the criteria for changes to landmarks in the City of Columbia Zoning ordinance, Section 17-674, and recommends approval with all details deferred to staff.





Existing wall, covered with vegetation



Existing wall, looking south



New wall!

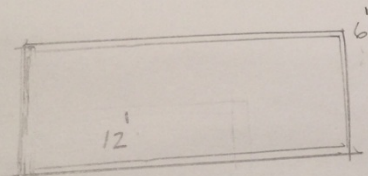
1) Gate Designed By: Stuyck Fabrication
Custom Powder Coating / Custom Design
Gate / mechanism / Electric

11/2/2018

For: Vincent, Denise Degenhart
415 Harden Street 29205

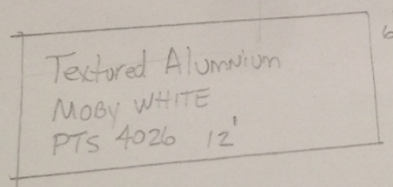
Color: MOBY WHITE
PTS 4026 Textured
Prismatic Powders . com

Gate Frame:



Gate Surface:

Flat





We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Ordinance No.: 2019-023 - Annexing 120 Sparkleberry Crossing Road, Richland County TMS# 25705-07-29

PURPOSE: Council District: 4

Proposal: Annex, assign interim land use classification of Regional Activity Center (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Sparkleberry Crossing Retail, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve

PC Recommendation: 03/04/19: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0)

First reading approval was given on April 2, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ANNEX-SparkleberryCrossing-120_Council (PDF)
- **#b:** 2019-023 annex120 Sparkleberry Crossing (PDF)

HISTORY:

04/02/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

April 2, 2019 at 6:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment Case Summary 120 Sparkleberry Crossing Road; TMS# 25705-07-29

Council District:	4	
Proposal:	Annex, assign interim land use classification of Regional Activity Center (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Sparkleberry Crossing Retail, LLC.	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	03/04/19: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1st Reading:	04/02/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading:	05/07/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amend.: 1st Reading	05/21/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amend.: 2nd Reading	06/04/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading	05/21/19: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading	06/04/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.34 acres
Current Use: Commercial (Retail Shopping Center)
Proposed Use: Commercial (Retail Shopping Center)
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Richland County Land Use: Mixed Use Corridor
Proposed Interim Land Use Classification: Regional Activity Corridor (AC-3)
Current Richland County Zoning: General Commercial (GC)
Proposed Interim Zoning: General Commercial District (C-3)
Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD approximately **\$4,400** annually to provide service for this existing mixed commercial building based upon current calls for service for similar properties within the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is no anticipated additional cost, as solid waste service is not provided to this type of commercial property.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

Annexation will result in an approximately **40% lower** water service rate for the property.

Planning & Development Services

We recommend annexation of this property. This property is an existing mixed commercial building and is within a primary area as designated in the Urban Service Area plan. Based upon the current value of this property, **the annual real estate tax revenue generated will be approximately \$3,200.**

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Regional Activity Corridor (AC-3); the property is currently classified as Economic Development Center/Corridor by Richland County.

Regional Activity Corridors are a linear extension of a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or service radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types:

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types:

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the West and North and RS-LD to the East.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council annex the subject property and assign interim land use of Regional Activity Corridor (AC-3) and interim zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

120 Sparkleberry Crossing Road, TMS# 25705-23.a
Current FLU: Mixed Use Corridor, Proposed FLU: AC-3

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson

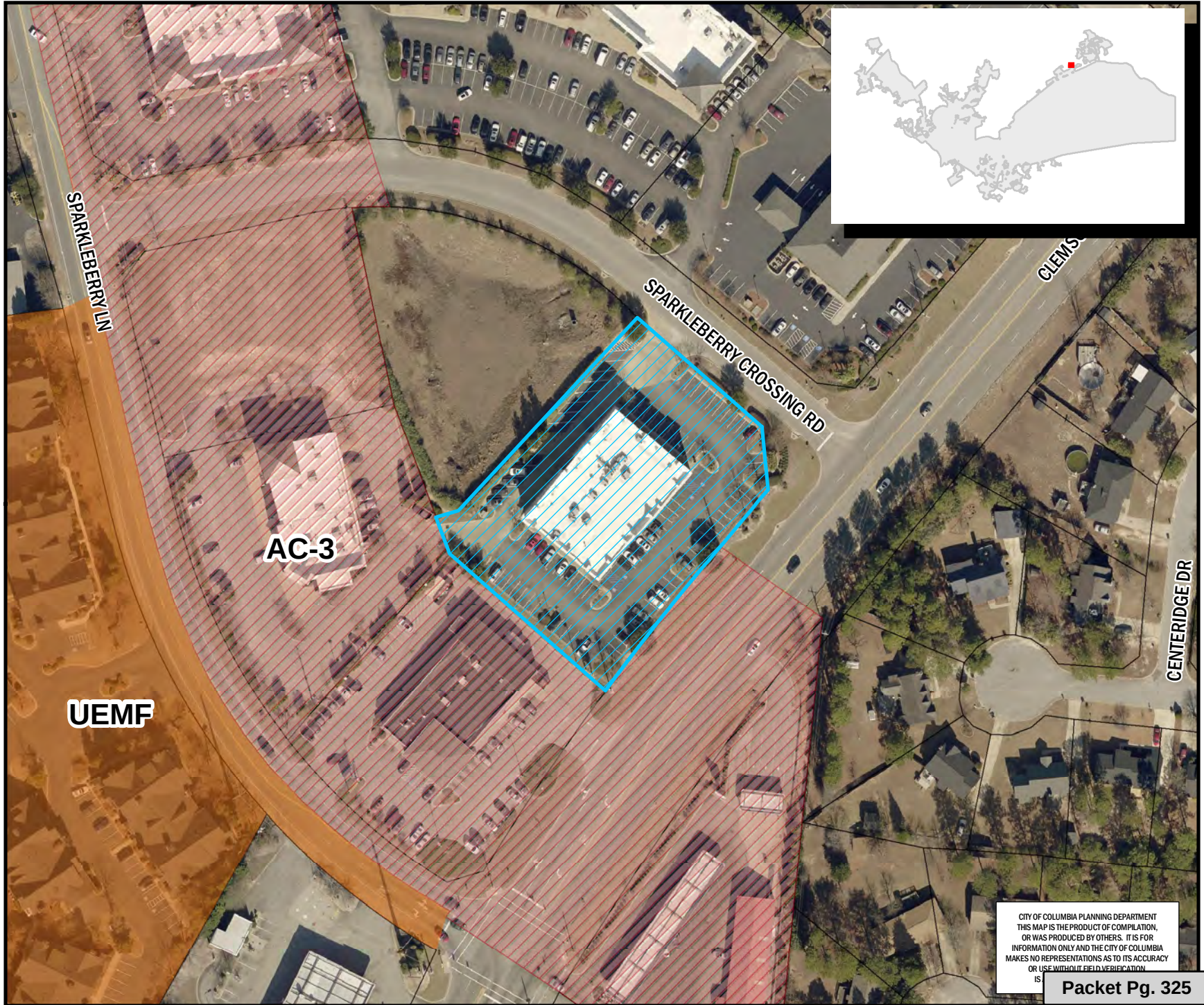


0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 18, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 325

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

120 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC, Proposed Zoning: C-3

23.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 25 50 100
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

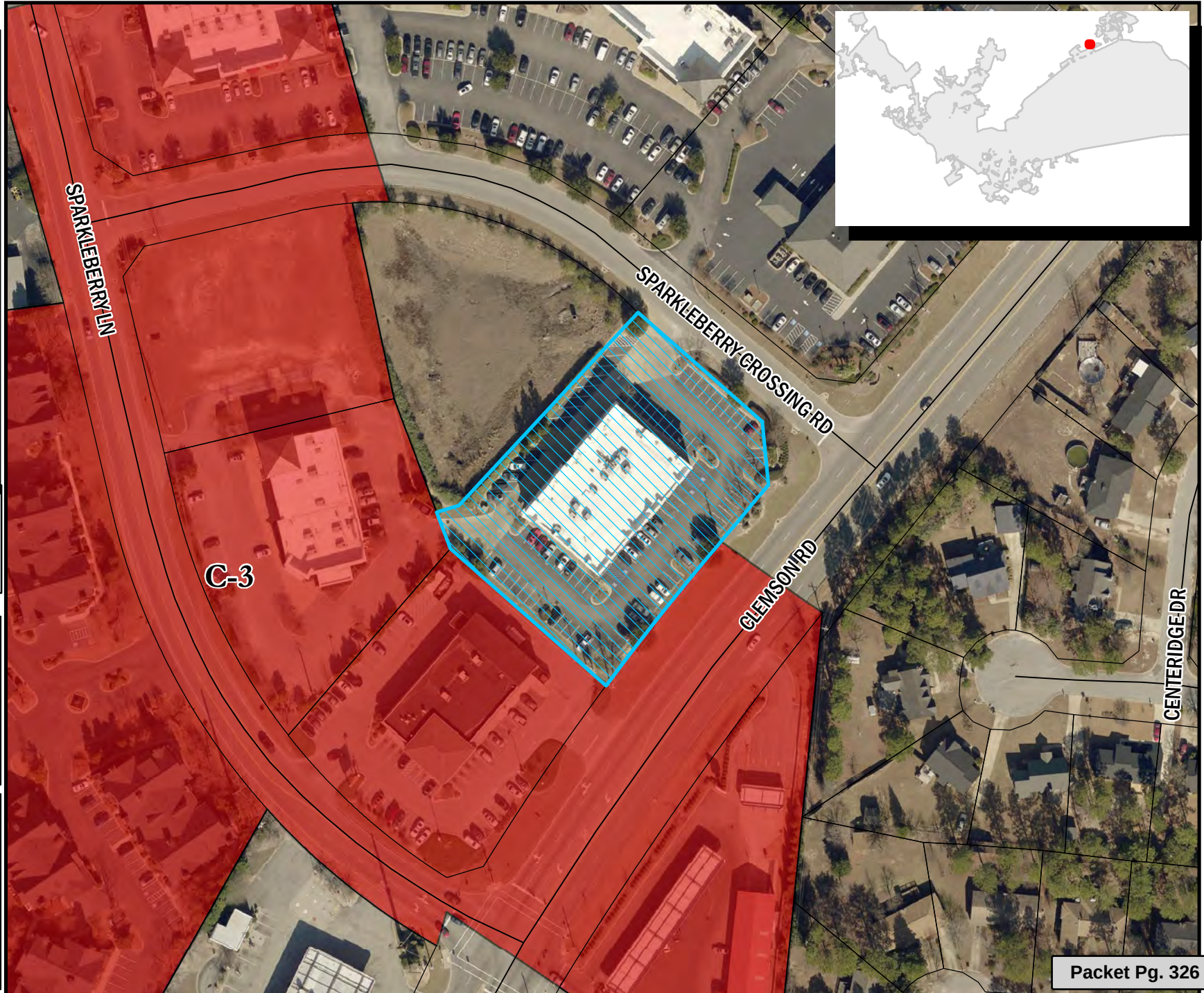
Shane Shaughnessy
February 18, 2019

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We Are Columbia



ORDINANCE NO.: 2019-023

Annexing 120 Sparkleberry Crossing Road, Richland County TMS# 25705-07-29

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

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 1.34 acres, and shall be assigned an interim land use classification of Regional Activity Center (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-29

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

Requested by:

Assistant City Manager Gentry

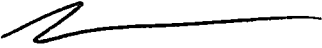
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-023

All that certain lot, tract or parcel of land, with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, being shown as Lot 5, 58,169 Sq. Ft., 1.34 Acres on a survey prepared for Sparkleberry Crossing building Two, LLC, prepared by WK Dickson, Karl E. Alewine, SC Prof. Land Surveyor No. 22740, dated December 20, 2005, and recorded in Richland County ROD Plat Book 1135, Page 1528, and having such metes, bounds, courses and distances as shown on said survey.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 1, 2019

RE: **Property Address:** 120 Sparkleberry Crossing Road
Richland County TMS#: 25705-07-29
Owner(s): Sparkleberry Crossing Retail, LLC.
Current Use: Commercial (Retail Shopping Center)
Proposed Use: Commercial (Retail Shopping Center)
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Center (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **March 4, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

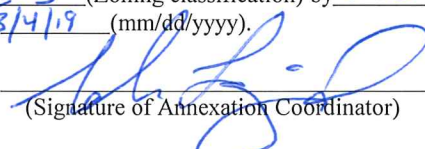
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Angela Adams, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Carolyn Wilson, Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: int. AC-3 (Land Use classification) by 7-0 on 3/4/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: int. C-3 (Zoning classification) by 7-0 on 3/4/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

120 Sparkleberry Crossing Road, TMS# 25705-23.b
Current FLU: Mixed Use Corridor; Proposed FLU: AC-3

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160
Feet

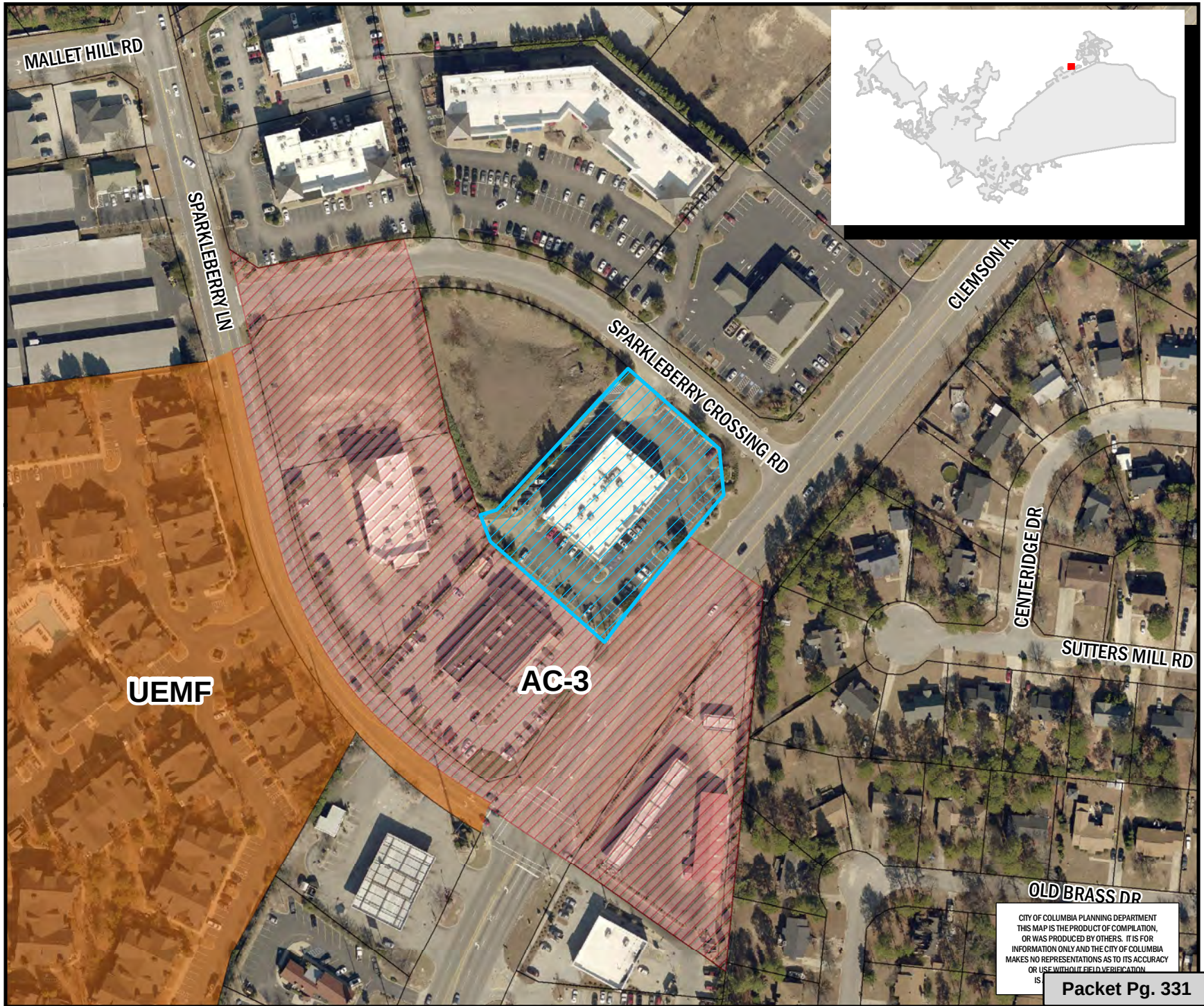
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 29, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 331

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

120 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC; Proposed Zoning: C-3

23.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 37.5 75 150
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

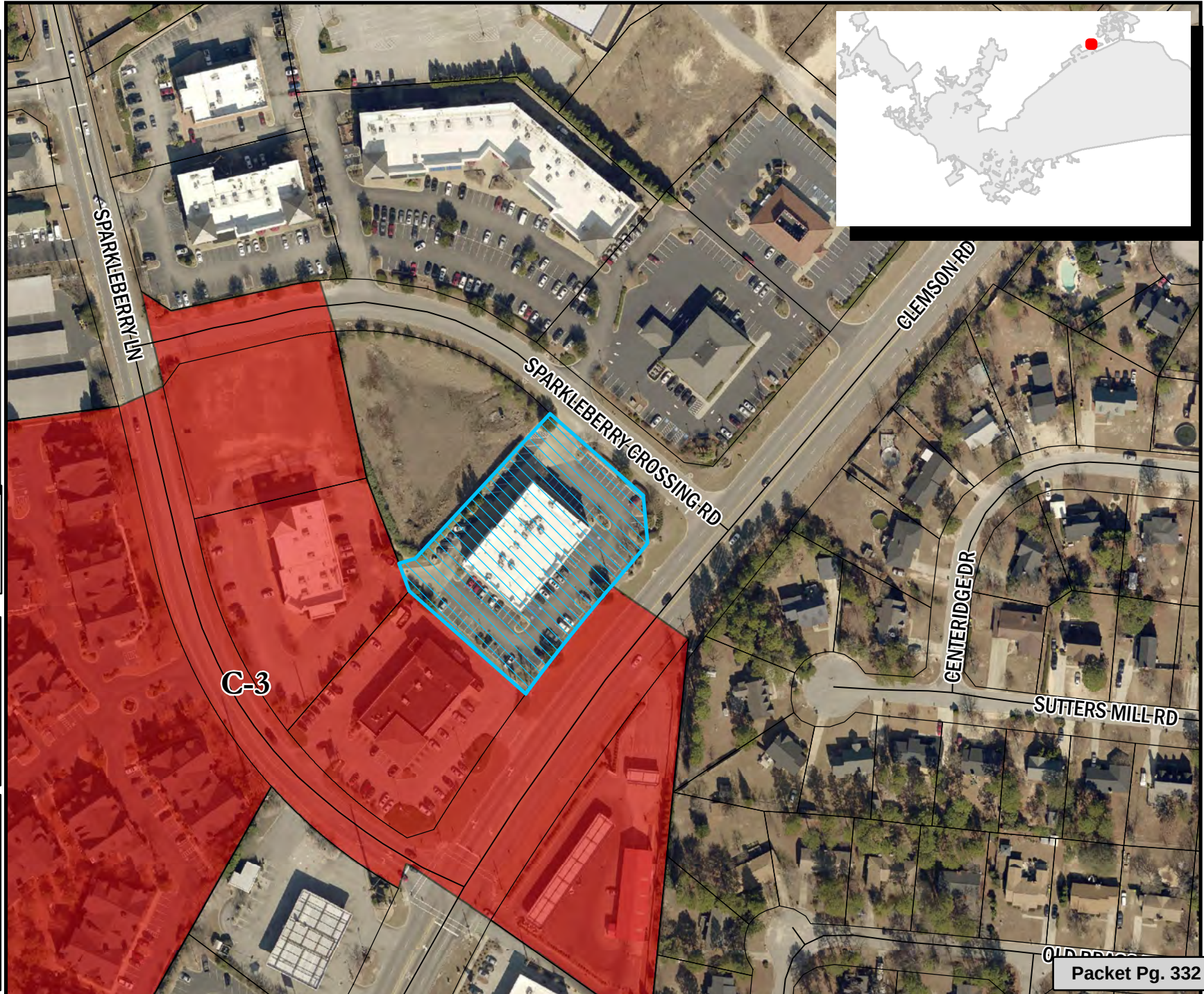
Shane Shaughnessy
January 29, 2019

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We Are Columbia



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain lot, tract or parcel of land, with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, being shown as Lot 5, 58,169 Sq. Ft., 1.34 Acres on a survey prepared for Sparkleberry Crossing building Two, LLC, prepared by WK Dickson, Karl E. Alewine, SC Prof. Land Surveyor No. 22740, dated December 20, 2005, and recorded in Richland County ROD Plat Book 1135, Page 1528, and having such metes, bounds, courses and distances as shown on said survey.

Richland County TMS: 25705-07-29

Property Addresses: 120 Sparkleberry Crossing Road

Sparkleberry Crossing Retail, LLC

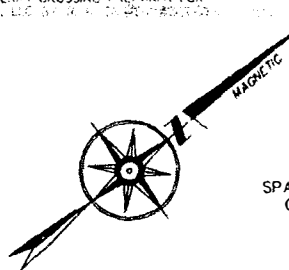
BY: B.V. Belk, Jr.
B.V. Belk, Jr.
Managing Member
 (Print or Type Name)

Date: 1/14/19

ITS: Managing Member
 (Print or Type Title)

REFERENCES

1. FINAL PLAN OF SPARKLEBERRY CROSSING PREPARED FOR
JULY 25, 2002.



- LEGEND**
- AS REBAR (FOUND)
 - WATER METER
 - ▽ WATER VALVE
 - ⊕ FIRE HYDRANT
 - ⊕ FIRE DEPT. CONNECTION
 - GAS VALVE
 - GAS METER
 - ROOF DRAIN
 - DRAIN INLET
 - CATCH BASIN
 - JUNCTION BOX
 - SEWER MANHOLE
 - CLEAN OUT
 - ⊕ ELECTRIC TRANSFORMER
 - ⊕ UTILITY POLE
 - ⊕ LIGHT POLE
 - GUY WIRE
 - BOLLARD
 - HANDICAP PARKING
 - GAS LINE
 - UNDERGROUND ELECTRIC
 - FENCE
 - OVERHEAD WIRE

CVS PHARMACY
TMS #25705-07-020

15' SANITARY SEWER EASEMENT
DEED BOOK D-877, PAGE 253

NON-EXCLUSIVE 15'
STORM DRAINAGE
EASEMENT REF. DEED
D.B. D-1367, PG. 483

Book 1135-1528
2005/12/21 12:00:00 12:31:41 223
Fee \$10.00 County Tax \$0.00 State Tax \$0.00



LOT 5 LEGAL DESCRIPTION

COMMENCING AT A (6) REBAR (FOUND) AT THE INTERSECTION OF THE NORTHWESTERN CORNER OF THE RIGHT-OF-WAY OF CLEMSON ROAD (S-40-52) AND THE NORTHERN MARSH OF THE RIGHT-OF-WAY OF SPARKLEBERRY CROSSING (PRIVATELY MAINTAINED); THENCE WITH THE NORTHERN MARSH OF THE RIGHT-OF-WAY OF CLEMSON ROAD SOUTH 89°10'00" WEST, A DISTANCE OF 150.00 FEET TO A (6) REBAR (FOUND) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 39°11'21" WEST, A DISTANCE OF 65.16 FEET TO A 1/2" PIPE AT A POINT OF CURVE OF 174.48 FEET, THENCE ALONG A CHORD LENGTH 174.48 FEET AND A BEARING OF SOUTH 37°29'52" WEST; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°24'48", A DISTANCE OF 174.48 FEET TO A 9/8" PIPE AT THE INTERSECTION OF THE COMMON LINE WITH CVS PHARMACY; THENCE NORTH 80°38'21" WEST, A DISTANCE OF 100.40 FEET TO A 5/8" PIPE AT THE INTERSECTION WITH THE COMMON LINE WITH LOT 4 SPARKLEBERRY CROSSING; THENCE WITH SAID COMMON LINE NORTH 21°28'53" WEST, A DISTANCE OF 36.35 FEET TO A (6) REBAR (FOUND) AT THE INTERSECTION WITH THE COMMON LINE WITH A DETENTION POND; THENCE WITH SAID COMMON LINE THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 64°11'21" EAST, A DISTANCE OF 23.61 FEET TO A (6) REBAR (FOUND); THENCE NORTH 39°11'21" EAST, A DISTANCE OF 246.92 FEET TO A (6) REBAR (FOUND) AT THE INTERSECTION WITH THE SOUTHERLY MARSH OF THE RIGHT-OF-WAY OF SPARKLEBERRY CROSSING; THENCE WITH SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 50°48'39" EAST, A DISTANCE OF 165.62 FEET TO A (6) REBAR (FOUND); THENCE SOUTH 05°48'39" EAST, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE



1 inch = 30 ft

NOTES:

1. TAX MAP #25705-07-28
2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON DATE OF SURVEY.
3. EASEMENT LOCATIONS SHOWN ARE APPROXIMATE.
4. ALL PROPERTY CORNERS ARE (6) REBAR SET UNLESS NOTED OTHERWISE.
5. TOTAL PARKING SPACES = 66 INCLUDING 4 HANDICAP SPACES.
6. THIS PROPERTY IS ZONED "C-3" EXCEPT AS NOTED.

GRAPHIC SCALE



1 inch = 30 ft

PROJECT MANAGER R. L. W.	DRAWING SCALE 1" = 30'
DRAWN BY M. D.	PROJECT DATE 12/20/05
APPROVED BY KEA	PROJECT NUMBER 90876.99-CA
FILE NAME 90876_SALTA	PLOT DATE 12/20/05

DW DICKSON
community infrastructure consultants

501 COMMERCIAL DRIVE NE
COLUMBIA, SC 29223
(803) 788-4261

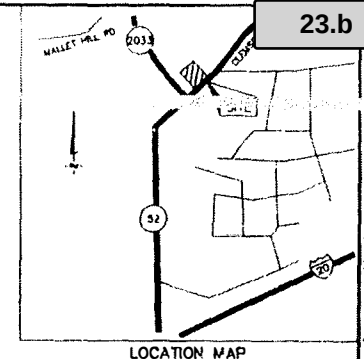
Office Locations:
North Carolina
South Carolina
Georgia
Florida



DATE: DECEMBER 20, 2005
PREPARED FOR
SPARKLEBERRY CROSSING BUILDING TWO, LLC
NEAR COLUMBIA, RICH AND DOUNTY, SOUTH CAROLINA

ALTA/ACSM LAND TITLE SURVEY
OF
LOT 5 SPARKLEBERRY CROSSING

KARL E. ALEWINE, S.C. PROFESSIONAL LAND SURVEYOR NO. 22740
DATE: DECEMBER 21, 2005



SPARKLEBERRY CROSSING LANE (66' R/W)

THE FOLLOWING EASEMENTS ARE SET OUT IN THE SURVEY:

1. DECLARATION OF RESTRICTIONS, OPERATING, ACCESS AND EASEMENTS AGREEMENT (RECORD BOOK 589, AT PAGE 2300) AND/OR BY FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, OPERATING, ACCESS AND EASEMENTS AGREEMENT (RECORD BOOK 608, AT PAGE 2700)
2. TERMS AND CONDITIONS OF APPROVAL BY ARCHITECTURAL CONTROL ENTITY (RECORD BOOK 589, AT PAGE 2269)
3. DECLARATION OF COVENANT (RECORD BOOK 589, AT PAGE 2328)
4. EASEMENT AND RIGHT OF WAY FOR SEWER W/PI GRANTED BY VALHALLA COMPANY BY C. HEATH MANNING (DEED BOOK D877, AT PAGE 13)
5. RIGHT OF WAY GRANTED BY VALHALLA ELECTRIC & GAS COMPANY BY SPARKLEBERRY ASSOCIATES BY MENTURE (RECORD BOOK 631, AT PAGE 1668)
6. EASEMENT GRANTED TO K&G #101, LLC BY CRENSHAW RESOURCES, INC. FOR A STORM SEWER RIGHT-OF-WAY (DEED BOOK D-1367, AT PAGE 483)
7. GRANT OF EASEMENT AND RIGHT-OF-WAY AND USE OF LOWER UTILITY FACILITIES (RECORD BOOK 702, AT PAGE 1436)
8. EASEMENT AND RIGHT-OF-WAY DEED BETWEEN SPARKLEBERRY INVESTMENTS, LLC AND IRONLAND COUNTY (RECORD BOOK 709, AT PAGE 3281) AND/OR BY CORRECTED EASEMENT AND RIGHT-OF-WAY DEED (RECORD BOOK 877, AT PAGE 325)
9. DEED TO WATER LINES FOR LOT 45 AT SPARKLEBERRY CROSSING (RECORD BOOK 956, AT PAGE 1842)
10. MATTERS OF SURVEY SHOWN ON SURVEY PREPARED FOR SPARKLEBERRY CROSSING BUILDING TWO, LLC, DATED NOVEMBER 18, 2005 (UNRECORDED)
11. A. 60' X 20' ACCESS DRIVE EASEMENT
B. UNDERGROUND ELECTRIC LINE
C. OVERHEAD WIRE
D. ELECTRIC TRANSFORMER
E. JUNCTION BOX
F. LIGHT POLES
G. WATER METER AND WATER VALVES
H. CLEAN OUTS
I. SEWER MANHOLES
J. FIRE HYDRANT
K. DRAIN INLET
L. CATCH BASIN
M. GREASE TRAPS
N. FENCING

THE FOLLOWING EASEMENTS AFFECTS CANNOT BE RETAINED:

1. TERMS AND CONDITIONS SET OUT IN OPTION BY AND BETWEEN VALHALLA COMPANY, INC. AND CHERRYHILL LIMITED PARTNERSHIP (DEED BOOK D737, AT PAGE 118) SAID OPTION ASSIGNED BY THAT CERTAIN ASSOCIATION TO COLLEGE PROPERTIES, INC. (DEED BOOK D731, AT PAGE 246)
2. COVENANTS AND RESTRICTIONS CONTAINED IN DEEDS (DEED BOOK D557, AT PAGE 92) (DEED BOOK D553, AT PAGE 58) (DEED BOOK D553, AT PAGE 58)
3. EASEMENT AND RIGHT OF WAY GRANTED SOUTH FOR BELL TELEPHONE AND TELEGRAPH COMPANY BY ASSOCIATED REALTY AND CONSTRUCTION COMPANY, INC. (DEED BOOK D471, AT PAGE 719)

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA, CERTIFIES TO J. MORROW CHASE BANK, N.A., ITS SUCCESSORS AND ASSIGNS, J. P. MORROW MORTGAGE CAPITAL INC., FIRST AMERICAN TITLE INSURANCE COMPANY & SPARKLEBERRY CROSSING BUILDING TWO, LLC AS FOLLOWS:

1. THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION AND THE AMERICAN COLLEGE OF SURVEYING IN 1999 AND MEETS THE ACCURACY REQUIREMENTS FOR AN URBAN SURVEY, AS OUTLINED THEREIN.
2. THE SURVEY WAS MADE ON THE GROUND ON NOVEMBER 18, 2005 UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LEGAL DESCRIPTION AND THE LAND AREA OF THE SUBJECT PROPERTY, THE LOCATION AND TYPE OF ALL VISIBLE ABOVE-GROUND BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE SUBJECT PROPERTY.
3. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO VISIBLE EASEMENTS OR RIGHTS-OF-WAY WHICH THE UNDERSIGNED HAS BEEN ADVISED.
4. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO PARTY WALLS AND NO OBSERVABLE ABOVE-GROUND ENCROACHMENTS (A) BY THE IMPROVEMENTS ON THE SUBJECT PROPERTY UPON ADJOINING PROPERTIES, STREETS, ALLEYS, EASEMENTS OR RIGHTS-OF-WAY OR (B) BY THE IMPROVEMENTS ON ANY ADJOINING PROPERTIES, STREETS OR ALLEYS UPON THE SUBJECT PROPERTY.
5. THE LOCATION OF EACH EASEMENT, RIGHT-OF-WAY, SERVITUDE AND OTHER MATTER (ABOVE OR BELOW GROUND) AFFECTING THE SUBJECT PROPERTY AND LISTED IN THE TITLE INSURANCE COMMITMENT NO. 24050-2806, DATED OCTOBER 23, 2005, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SURVEY, TOGETHER WITH APPROPRIATE RECORDING REFERENCES TO THE EXTENT THAT SUCH MATTER CAN BE LOCATED. THE PROPERTY SHOWN ON THE SURVEY IS THE PROPERTY DESCRIBED IN THAT TITLE COMMITMENT. THE LOCATION OF ALL IMPROVEMENTS ON THE SUBJECT PROPERTY REFERENCED IN SUCH TITLE COMMITMENT.
6. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO AND FROM A DULY DECLARED AND ACCEPTED PUBLIC STREET OR HIGHWAY.
7. EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, STRUCTURAL SUPPORT OR PROPIETARY OR EXPRESS.
8. THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED POLYGON.
9. EXCEPT AS SHOWN ON THE SURVEY, NO PORTION OF THE PROPERTY SHOWN ON THE SURVEY LIES WITHIN A SPECIAL HAZARD AREA, AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS LOCATED.

THE PARTIES LISTED ABOVE AND THEIR SUCCESSORS AND ASSIGNS ARE ENTITLED TO RELY ON THE SURVEY AND THIS CERTIFICATE AS BEING TRUE AND ACCURATE.

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

KARL E. ALEWINE, S.C. PROFESSIONAL LAND SURVEYOR NO. 22740
DATE: DECEMBER 21, 2005



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-037 Authorizing consumption of beer and wine only at the South Carolina State Firefighters Association Fire-Rescue Street Party in the 800 and 900 blocks of Lincoln Street on Friday, June 28, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-037 Fire-Rescue Street Party (June 28) (PDF)

RESOLUTION NO.: R-2019-037

Authorizing consumption of beer and wine only at the South Carolina State Firefighters Fire-Rescue Street Party in the 800 and 900 blocks of Lincoln Street on Friday, June 28, 2019

WHEREAS, the South Carolina State Fire Firefighters' Association ("Sponsor") is sponsoring the Fire-Rescue Street Party, on Friday, June 28, 2019 from 5:00 p.m. until 10:00 p.m. in the 800 and 900 blocks of Lincoln Street between Pendleton Street and Greene Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 800 and 900 blocks of Lincoln Street between Pendleton Street and Greene Street on Friday, June 28, 2019 from 6:00 a.m. until midnight for preparation and staging of the area for an outdoor event to be held on Friday, June 28, 2019 from 5:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only at the event on Friday, June 28, 2019 during the hours of 5:00 p.m. and 9:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Friday, June 28, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 800 and

900 blocks of Lincoln Street between Pendleton Street and Greene Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and 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 closed portion of the 900 and 1000 blocks of Lincoln Street between College Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, June 28, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

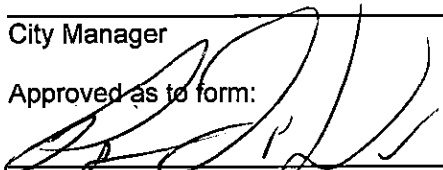
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Ashley Boltin / SC State Firefighters' Association
ashley@scfirefighters.org
803-960-7935 Ph 803-454-1895 Fx

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

State Fire - Rescue Conference

DATE(S) OF EVENTS:

June 24 -29. 2019

+

RAIN CONTINGENCY DATE:

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

N/A

LOCATION OF EVENT

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

Convention Center, Colonial Life Arena, Lincoln Street between pendleton and green 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)

Lincoln Street between pendleton and green

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

Friday June 28, 2019 6:00 am - 11:59 pm

HOURS OF EVENT

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

Friday June 28th 6:00 am - 10:00 pm

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

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

Friday June 28th 5:00 pm - 9:00 pm

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

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

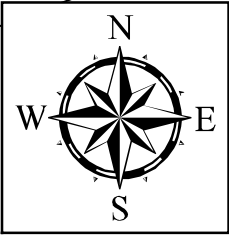
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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

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

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



Fire-Rescue Street Party



Both Sides of the Street

Legend

-  Perimeter Clean-up Boundary
-  Fire-Rescue Street Party

0 62.5 125 250 375 500 Feet



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-039 Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 20, 2019 with a rain contingency date of October 27, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-039 Gervais Street Bridge Dinner (Oct 20) (PDF)

RESOLUTION NO.: R-2019-039

Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 20, 2019 with a rain contingency date of October 27, 2019

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Friends Dinner on the Gervais Street Bridge on Sunday, October 20, 2019, with a rain contingency date of Sunday, October 27, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use on Sunday, October 20, 2019 from 9:00 a.m. until midnight the portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, for set up, clean up, and staging of the event to be held on Sunday, October 20, 2019 from 3:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 7:30 p.m. on Sunday, October 20, 2019, with a rain contingency date of October 27, 2019; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 3:00 p.m. and 7:30 p.m. along the Gervais Street Bridge only, on Sunday, October 20, 2019, with a rain contingency of October 27, 2019; 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 outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, 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 that the closed portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and 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 closed portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only 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 at 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 Sunday, October 20, 2019, that the closed portion of the Gervais Street bridge located within the jurisdiction of the City of Columbia and a portion of the 100 block of Gervais Street west of the entrance to the Columbia Power Plant Dam to allow for ingress and egress into the power plant, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be closed on Sunday, October 27, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:



City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST	04/02/19	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Erin Curtis Soda City erin@sodacitysc.com 803 269 3241
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Gervais Street Bridge Dinner		
DATE(S) OF EVENTS:	October 20, 2019		
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.)	October 27, 2019		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Gervais Street Bridge		
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)	Both lanes of Gervais Street starting from Huger Street & Gervais Street intersection, down the entirety of the Gervais Street Bridge to the other end of the West Columbia side.		
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	9AM to 12AM		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	3PM to 8:00M		
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.)*	3PM to 7:30PM		

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

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

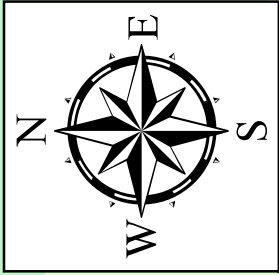
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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

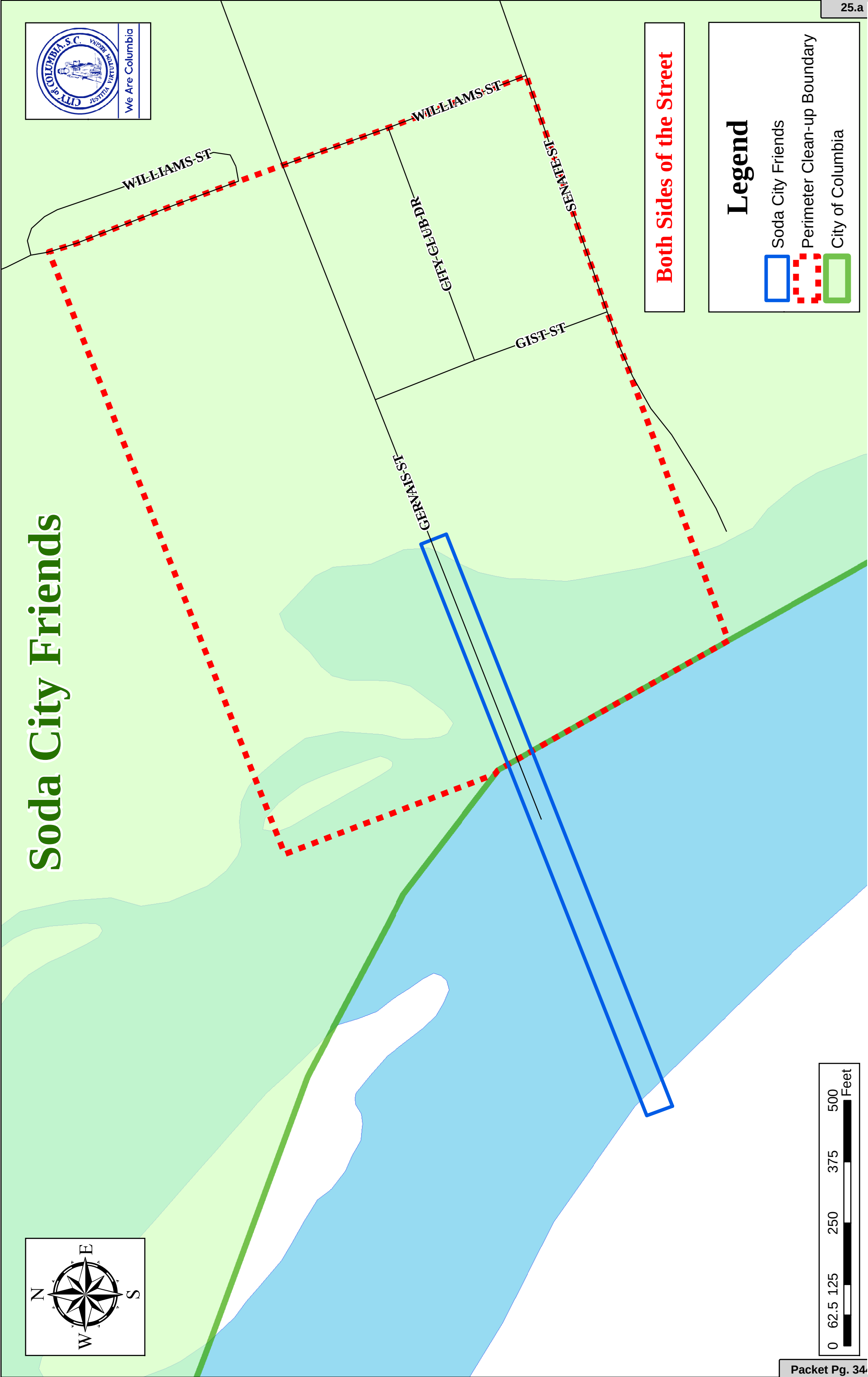
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests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

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



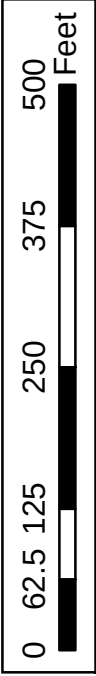
Soda City Friends



Both Sides of the Street

Legend

-  Soda City Friends
-  Perimeter Clean-up Boundary
-  City of Columbia





We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-043 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Jazz Concerts on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019

**FUNDING SOURCE &
ORIGINAL BUDGET:**

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-043 CMA Jazz Concerts (PDF)

RESOLUTION NO.: R-2019-043

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Jazz Concerts on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019

WHEREAS, the Columbia Museum of Art is sponsoring Jazz Concerts in Boyd Plaza adjacent to the Museum on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019 from 5:00 p.m. until 7:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019 from 2:00 p.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019 from 5:00 p.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019 from 5:00 p.m. until 6:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 5:00 p.m. and 6:30 p.m. on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances

LEGAL DEPARTMENT DRAFT

of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Sundays, May 26, 2019, June 23, 2019 and September 22, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Shealy

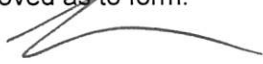
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 3/25/19

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

Dana Witkoski, 803 343 2170, dwitkoski@columbiamuseum.org

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

Jazz concert

DATE(S) OF EVENTS: May 26, 2019, June 23, 2019, September 22, 2019

LOCATION OF EVENT

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

1515 Main Street

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

Boyd Plaza

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

2:00 p.m.- 8:00 p.m.

HOURS OF EVENT

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

5:00 p.m.-7:00 p.m.

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 5:00 p.m.-6:30 p.m. 6-9:30 p.m.)*

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

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

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

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

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

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net

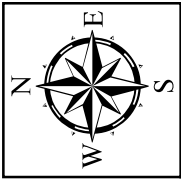
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation

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

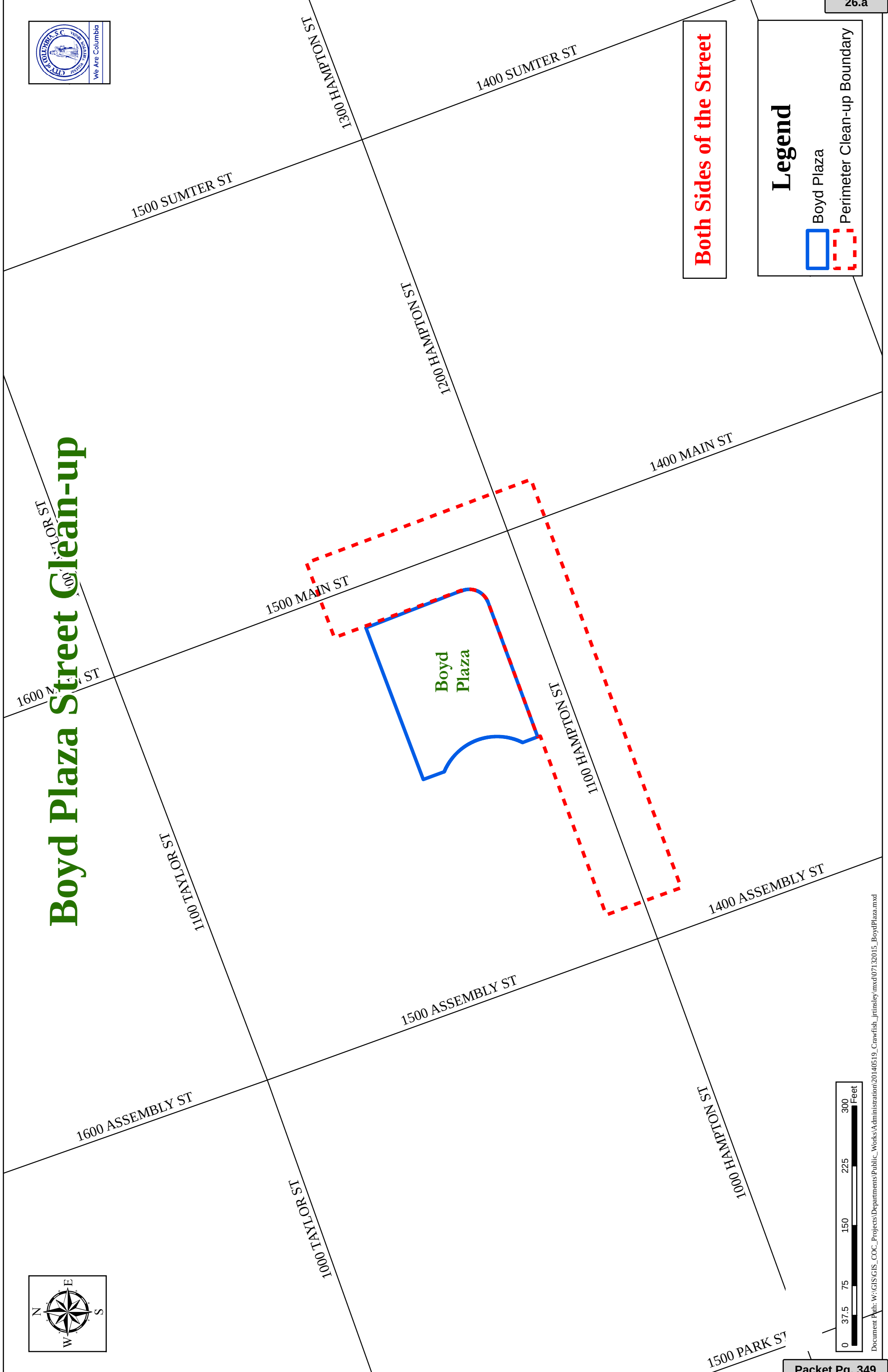
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations

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

Last revised: 11/01/2013



Boyd Plaza Street Clean-up

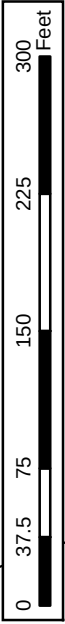


Both Sides of the Street

Legend

 Boyd Plaza

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Peace Officers Memorial Day Proclamation - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Peace Officers Memorial Day proclamation (DOC)



City of Columbia
A Proclamation of Peace Officers Memorial Day

WHEREAS, Peace Officers Memorial Day and Police Week is an observance in the United States that pays tribute to the local, state and federal peace officers who have died in the line of duty; and

WHEREAS, tens of thousands of law enforcement officers from around the world come together in Washington, DC to participate in events that honor those who have paid the ultimate sacrifice; and

WHEREAS, during Peace Officers Memorial Day and Police Week, we celebrate those who protect and serve us every minute of every day, and we honor the courageous officers who devoted themselves so fully to others that in the process they laid down their lives; and

WHEREAS, thanks to law enforcement officers, we have safer streets, stronger communities and a more secure Nation; and

WHEREAS, the City of Columbia thanks all those who risk their lives every day to protect our world and make it a better place.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 15, 2019 as

Peace Officers Memorial Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Drinking Water Week Proclamation - The Honorable Mayor
Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Drinking Water Week Proc (DOC)



City of Columbia
A Proclamation of Drinking Water Week

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation and to get involved in local water issues by getting to know their water; and

WHEREAS, the City of Columbia recognizes the importance of conserving the scarce resource that is water, as well as creating new safe water practices for our citizens to follow for generations to come.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 5 – 11 to be

Drinking Water Week

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: National Preservation Month Proclamation -The Honorable Mayor Stephen K. Benjamin

PURPOSE: 2019 Mabel Payne Historic Preservation Award - Ms. Amy Moore, Principal Planner for the Planning and Development Services Department

REQUISITION NO.: The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** Preservation Month 2019 Proclamation (PDF)



City of Columbia
A Proclamation

WHEREAS, the City of Columbia continues to benefit from historic preservation 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, historic preservation is relevant for the City of Columbia as well as 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, 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 nation and as a community;

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 2019 as

National Preservation Month

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

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

Edward McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: National Bike Month and Bicycle Safety Month Proclamation -
The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Bike month 2019 proc(DOC)



City of Columbia
A Proclamation of National Bike Month and Bicycle Safety Month

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 provides 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, the week of May 13-19, 2019 has been deemed Bike to Work Week, and Bike to Work Day is May 17, 2019; 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 2019; and

WHEREAS, the City of Columbia adopted the City's first Bike and Pedestrian Plan on June 2, 2015 as the transportation element of the Comprehensive Plan, 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.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 2019 as

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.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Cardinal Newman Varsity Women's Basketball Team Day Proclamation - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** Cardinal Newman Women BBall Proc (PDF)



City of Columbia

A Proclamation of Cardinal Newman Varsity Women's' Basketball Team Day

WHEREAS, the Cardinal Newman varsity Women's basketball team finished this past season with an overall record of 25-4, finishing region play at 8-0 and allowing them to earn the title of Region Champions; and

WHEREAS, throughout the season, the team produced big wins where they came in 2nd place at the Savannah River Shootout, and finished 3rd in The Rock Holiday Classic; and

WHEREAS, the Cardinal Newman varsity Women's basketball team completed their season by winning the SCISA State Championship game vs Northwood Academy; and

WHEREAS, the team was comprised of players Audrey Meyers, Hailey Laubacker, Maggie Bliet, Erin Boyer, Alice Etter, Jasmine Hogan, Megan Holbrook, Ashlyn Watkins, Sarah Dayhuff, and Tanaja Kennedy; and

WHEREAS, the Cardinal Newman women's basketball team was led by Head Coach Molly Rainwater; Assistant Coaches Josh Holmes; Kate Reese; and Lillie Powers; Athletic Director Will Eudy and Athletic Trainer Heather Dubs under the leadership of Principal Jacqueline Kasprowski; and

WHEREAS, next season, the team will return with a talented team of players and will look to build upon the success of this season; and

WHEREAS, the City of Columbia is delighted to recognize the Cardinal Newman Women's Basketball team for their outstanding work both on the court and in their community.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 7, 2019 to be

Cardinal Newman Varsity Women's Basketball Team Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Cardinal Newman Varsity Men's Basketball Team Day
Proclamation - The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** Cardinal Newman Mens BBall Proc (PDF)



City of Columbia

A Proclamation of Cardinal Newman Varsity Men's Basketball Team Day

WHEREAS, the Cardinal Newman Men's basketball team finished this past season with an overall record of 25-5, finishing region play at 7-1 and allowing them to earn the title of Co-Region Champions; and

WHEREAS, throughout the season, the team produced big wins against Gray Collegiate Academy in the Bojangles Bash, Berkeley in the Phenom Hoop Report Low-Country Showcase and won the Phenom Hoop Report Winter Classic Tournament; and

WHEREAS, the Cardinal Newman Men's basketball team completed their victorious season by winning the State Championship game vs their rival Hammond School, their first title since 2013; and

WHEREAS, the team was comprised of seniors Bryson Earle, who is attending Hampton University, Chico Carter Jr., who has signed with Murray State University, Malik Tucker who has signed with Belmont Abbey College and Terrell Flemming, who has signed with Waldorf University; and

WHEREAS, the Cardinal Newman Men's basketball team was also comprised of players Shanye Monsanto, Thomas Tyler, Joshua Beadle, Charles Cooper, LJ White, Payton Cooper, Jordan Martin, Jaylin Hammond, Silas Christie and Jack McDonald; and

WHEREAS, the Cardinal Newman Men's basketball team was led by Head Coach Philip Deter; Assistant Coaches James Abrams, Michael Culbertson, Jason Joye and Caleb-Scott Cohoon; Athletic Director Will Eudy and Athletic Trainer Heather Dubs under the leadership of Principal Jacqueline Kasprowski; and

WHEREAS, next season, the team will return with a talented group of underclassmen and will look to build upon the success of this season; and

WHEREAS, the City of Columbia is delighted to recognize the Cardinal Newman Men's Basketball team for their outstanding work both on the court and in their community.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim May 7, 2019 to be

Cardinal Newman Varsity Men's Basketball Team Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Midlands Fatherhood Coalition Update - Ms. Eleanor Boyd,
MPA, Regional Development Director of the Midlands
Fatherhood Coalition

**FUNDING SOURCE &
ORIGINAL BUDGET:**

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Movers to Mom Partnership - The Honorable Edward H. McDowell, Jr.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

The City of Columbia is conducting a donation drive with Two Men and a Truck for their Movers for Moms Campaign. Movers for Moms seek to recognize moms in crisis on Mother's Day by arranging special delivery of gifts to moms that have been displaced from Allen-Benedict Court. "It is imperative that we collect essential care items for mothers in need so we can brighten their day and uplift their spirits on Mother's Day." says Councilman Edward "It is imperative that we collect essential care items for mothers in need so we can brighten their day and uplift their spirits on Mother's Day." says Councilman Edward McDowell, Jr.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-034 Approving the Honorary naming of the 2000 block of Marion Street between Elmwood Avenue and Calhoun Street "Modjeska Simkins Way"

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist

ATTACHMENTS:

- **#a:** R_2019_034_Honorary_Naming_Modjeska_Simkins_Way (PDF)

RESOLUTION NO.: R-2019-034

Approving the Honorary naming of the 2000 block of Marion Street between Elmwood Avenue and Calhoun Street "Modjeska Simkins Way"

WHEREAS, Modjeska Monteith Simkins was born in 1899 and raised in Columbia, South Carolina; graduated from Benedict College in 1921 with a Bachelor of Arts Degree and taught at Booker T. Washington High School until her marriage to Andrew Whitfield Simkins in 1929, with whom she helped found and run Victory Savings Bank. She was also an employee and later owner of the Motel Simbeth which provided lodging for black travelers and became a landmark business for local civil rights movements; and,

WHEREAS, in 1931 Mrs. Simkins entered the public health field as Direct of Negro Work for the South Carolina Tuberculosis Association, becoming the state's only full time state-wide African-American public health worker; and,

WHEREAS, Mrs. Simkins created alliances with influential African-American and white groups which aided her to become a leader in African-American public health reform, social reform and the Civil Rights Movement; and,

WHEREAS, Mrs. Simkins served on the executive board of the local Columbia National Association for the Advancement of Colored People (NAACP), became one of the founders for the state conference, was elected to the first executive board and the first chair of the state programs committee. In 1941 she was elected Secretary of the state conference, being the only woman to serve as an officer. She worked diligently to move the state towards racial equality and received support from teachers for teacher equalization lawsuits, the most notably being *Briggs v. Elliott*, and assisted in writing the declaration for the lawsuit that asked for equalization of Clarendon County black and white schools, which became one of the cases to challenge separate but equal doctrine in the case of *Brown v. Board of Education*; and,

WHEREAS, though her activism was considered controversial, Mrs. Simkins fought for over half a century for equality and civil liberties for all people through her work with the interracial civil rights organization Southern Conference Educational Fund and serving in leadership positions traditionally unavailable to women in the Civil Rights Movement; and,

WHEREAS, in 1981 an endowment was established in her name to provide income for activists working for the causes of the underprivileged; in 1990 she was awarded the Order of the Palmetto in recognition of her devotion to social justice and racial equality; in 2016 the Modjeska Simkins Award for Civil Rights & Social Justice was established in her honor and is given to individuals who dedicate their lives to the fight for Civil Rights and social justice; NOW, THEREFORE,

BE IT RESOLVED this _____ day of _____, 2019, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 2000 block of Marion Street between Elmwood Avenue and Calhoun Street "Modjeska Simkins Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember Devine _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-040 Approving the Honorary naming of the 900 and 1000 blocks of Pine Street between Senate Street and Stark Street as "Beta Beta Zeta Way"

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** R-2019-040 honorary naming Beta Beta Zeta Way (PDF)

RESOLUTION NO.: R-2019-040

Approving the Honorary naming of the 900 and 1000 blocks of Pine Street between Senate Street and Stark Street as "Beta Beta Zeta Way"

WHEREAS, Zeta Phi Beta Sorority, Incorporated was founded on the campus of Howard University, in Washington, D.C., on January 16, 1920. The idea of Zeta was conceived by five co-eds Arizona Cleaver, Myrtle Tyler Faithful, Viola Tyler Goings, Fannie Pettie Watts and Pearl Anna Neal. The Founders known as our "Five Pearls," sought to establish a new type of organization on the founding principles of Scholarship, Service, Sisterhood, and Finer Womanhood. Zeta Phi Beta Sorority, Incorporated is a community conscious and action-oriented organization; and,

WHEREAS, Mrs. Doris Green-Hollerman along with ten other professional women spearheaded the efforts that organized the Beta Beta Zeta Graduate Chapter of Zeta Phi Beta Sorority, Incorporated being chartered in Columbia, SC on September 8, 1940. Beta Beta Zeta serves as advisors to young Zeta's on the campuses of Benedict College (Kappa Beta), Allen University (Lambda) and the University of South Carolina Columbia (Psi Eta); and,

WHEREAS, Beta Beta Zeta recognized the importance of fostering friendships and communication with women within their community and on May 4, 1984 chartered the Zeta Amicae Auxiliary of Columbia who believe in the principles of Zeta and work diligently to accomplish its goals and initiatives by mentoring and empowering young girls from elementary through high school through the implementation of programs that help to foster self-esteem, friendships, the importance of helping others, and how to become leaders within their communities; and,

WHEREAS, in the early years, Beta Beta Zeta purchased the historical Phyllis Wheatly YWCA building allowing them to provide tutoring to the Waverly Neighborhood Children. Beta Beta Zeta also utilized their newfound space for their Stork's Nest, an incentive program collaborated with the March of Dimes to provide pre-natal educational topics, baby items to expectant mothers and transportation assistance; and,

WHEREAS, Beta Beta Zeta has provided support, scholarships and donations through partnerships and volunteering to help meet the needs of the community by partnering with First Nazareth Baptist Church, New Ebenezer Baptist Church, St. Martin de Porres, the Healthy Start Program at Palmetto Health Richland Hospital, Clean of Heart, Transitions, Ronald McDonald House, W.A. Perry Middle School, Columbia VA Healthcare Systems. Their dedication to their community has and will continue to provide support to residents in need; and,

WHEREAS, Beta Beta Zeta has won SC Zeta Graduate Chapter of the year for the past five years, has nurtured partnerships through their Zetas Helping Other People Excel (Z-HOPE) community service programs, has blazed new paths by utilizing the talents of its members to provide programs that educate caregivers in assisting their elderly family members in improving their health, through mind, body and spirit activities. Beta Beta Zeta encourages self-empowerment through non-partisan social action activities. Lastly, they promote scholarship through their bi-annual Blue Revue Scholarship Cotillion. Lastly, Beta Beta Zeta, is unified and zetarized in continuing to provide award winning service to our community and beyond; NOW,

THEREFORE,

BE IT RESOLVED this ____ day of _____, 2019, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 900 and 1000 blocks of Pine Street between Senate Street and Stark Street "Beta Beta Zeta Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Council Member McDowell _____

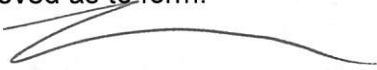
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Community Development

FROM: *Gloria Saeed, Director*

SUBJECT: Fiscal Year 2019-2020 Annual Action Plan for Community Development - Ms. Gloria Saeed, Director of Community Development

REQUISITION NO.: Citizens Advisory Committee (CAC)

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: Yes

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

Please find attached the Executive Summary of the **DRAFT** FY 2019-2020 Annual Action Plan (AAP) for the City Council May 7, 2019 agenda. Ms. Gloria Saeed will make the presentation to City Council for approval to submit the AAP to HUD. All public comments made during the first Public Hearing held on April 11, 2019 and on May 7th, will be submitted with the AAP.

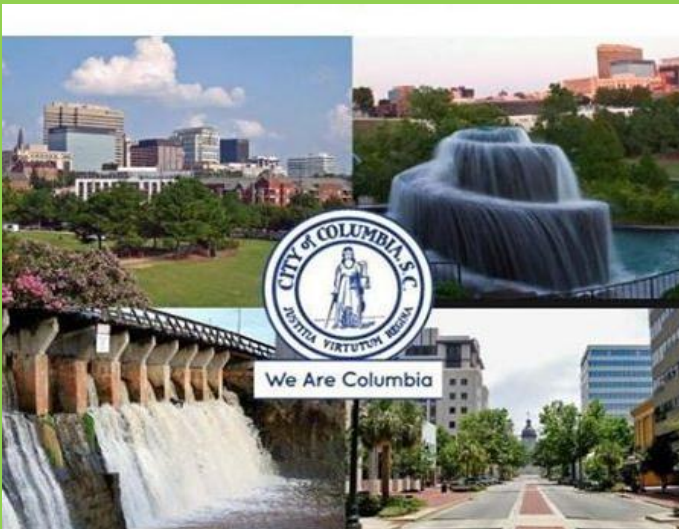
ATTACHMENTS:

- **#a:** 2019ExecSumCouncilRequest42219 (2) (PDF)

CITY OF COLUMBIA

ANNUAL ACTION PLAN

FY 2019-2020



Community Development Department
 1225 Lady Street • Suite 102
 Columbia, SC 29201
 Phone 803.545.3373
CoCComdDevCompliance@columbiasc.gov

"ENGAGE, EDUCATE, EMPOWER, ENHANCE"

Table of Contents

- 1. INTRODUCTION 2
- FY2019-2020 % of Entitlement Revenue..... 3
- 2. PROPOSED PROJECTS & ACTIVITIES, ALLOCATIONS & SPONSOR AWARDS 3
- FY2019-2020 CDBG PROPOSED PROJECTS & ACTIVITIES..... 4
- FY2019-2020 HOME PROPOSED ALLOCATIONS..... 5
- FY2019-2020 HOPWA PROPOSED SPONSORS..... 5
- 3. SUMMARIZE THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE PLAN 6
- 4. COMMUNITY ENGAGEMENT 7

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. INTRODUCTION

The Community Development (CD) Department is committed to Envision Columbia and making the City of Columbia and its neighborhoods a better place to live, work, play and thrive. Our mission is to promote diversity, inclusion and equal access through engagement, education, empowerment and enhancement of housing and economic opportunities.

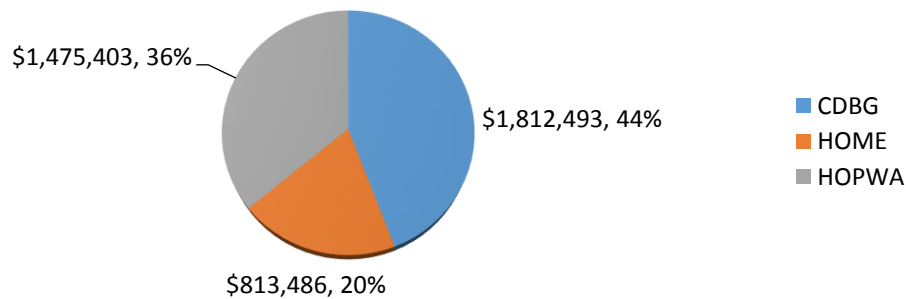
Community Development administers federal, state and local funds and ensures compliance; increases home ownership; and builds neighborhood capacity through excellent customer service. The Fiscal Year 2019 Annual Action Plan (Action Plan) represents the fifth and final year of the City's Consolidated Plan for the Fiscal Years 2015-2019 (Con Plan) as ratified by the City Council and approved by HUD. The Action Plan is the City of Columbia's application for U.S. Department of Housing and Urban Development (HUD) entitlement grants and identifies the proposed programs and projects to be funded during the City's Fiscal Year (FY) 2019. There are three (3) HUD entitlement grants that are covered in the Action Plan: 1) Community Development Block Grant (CDBG); 2) HOME Investment Partnership Program; and 3) Housing Opportunities for Persons with AIDS (HOPWA). Additionally, as the result of the 2015 Flood Disaster, the City received Community Development Block Grant Disaster Recovery (CDBG-DR) funds to address the unmet needs of recovery.

The City of Columbia anticipates \$4,101,382 in total revenue of from CDBG, HOME and HOPWA funding sources to be available for activities and programs. Community Development anticipates having \$1,812,493 in CDBG revenue available for FY 2019-2020 programs from the bulleted sources listed below.

- \$1,043,036 - New Entitlement (FY2019)
- \$119,457 – Prior Year Entitlement/LA (FY2018)
- \$650,000 - Program Income/Revolving Loan Fund (Estimated FY19-20)

The HOME Program estimates \$813,486 total revenue for programs to include \$563,486 in 2019 entitlement funds and \$250,000 in program income. Additionally, HOPWA revenue for 2019 is estimated at \$1,475,403 with no additional sources of revenue. The chart below indicates the percentage of estimated entitlement revenue by funding source.

FY2019-2020 % of Entitlement Revenue



In January 2017, HUD approved (Public Law 114-113) the \$19,989,000 Community Development Block Grant Disaster Recovery allocation as the result of the 2015 Flood Disaster that hit Columbia in October of 2015. On August 7, 2017 HUD Federal Register (Public Law 115-31) allocated an additional \$6,166,000 to the City of Columbia for disaster recovery assistance. The total amount available for disaster recovery is \$26,155,000. These funds will be utilized for Administration, Planning, Economic Development, Housing and Infrastructure activities over a six (6) year period. Information regarding the CDBG Disaster Recovery Grant is located at <https://dr.columbiasc.gov/>.

For FY 2019-2020 City Council continues to concentrate the impact of CDBG funding by maintaining the streamlined four (4) “prioritized” Targeted Redevelopment Areas listed below and limiting funding to City projects to accomplish focused development goals. Over ninety-five (95%) percent of the designated funds for CDBG are estimated to be expended to assist Low-Moderate Income (LMI) persons.

- Booker Washington Heights Redevelopment Area
- King/Lyon Street Redevelopment Area
- Farrow Road Business Corridor (a section of Eau Claire Redevelopment Area)
- Edisto Court Redevelopment Area

2. PROPOSED ADMINISTRATION, PROJECTS/ACTIVITIES, ALLOCATIONS & SPONSOR AWARDS

The City uses a Notice of Funds Availability (NOFA)/Request For Applications (RFA) process annually to request applications, community engagement and to assess community needs. The FY 2019-2020 CDBG proposed public service projects and activities as well as the proposed HOPWA Sponsor awards in the tables below, have been vetted and are recommended by the Citizens Advisory Committee (CAC) and subject to approval by City Council for funding. In addition, HOME projects are awarded funding through a separate approval process which includes the Community Development Housing Loan Committee (CDHLC). The HOME table below defines how the funds will be allocated, but does not list specific projects activities.

FY2019-2020 CDBG PROPOSED ADMINISTRATION, PROJECTS & ACTIVITIES

CDBG Public Services Activities			
Applicant	Project Name/Summary	Grant Award Amount	Performance Outcomes
Mental Illness Recovery Center, Inc. (MIRCI)	Supportive Housing for Youth Services	\$30,000	15 Homeless Youth
United Way of the Midlands	Well Partners Dental & Eye Clinic	\$50,000	160 Columbia Residents
Fast Forward	Object Employment	\$20,000	70 Enrolled/60 employed
Homeless No More	Emergency Shelter for Homeless Families	\$50,000	80 Families/200 people served
City of Columbia Community Development Department	Bank On Columbia Financial Literacy	\$27,150	51% LMA Services Area
CDBG Administration & Public Facilities Projects			
City of Columbia Community Development Department	Administration & Operations	\$253,013	Administration, Oversight & Compliance
City of Columbia Parks & Recreation Department	Katheryn Bellfield Center Teaching Kitchen Renovation Project	\$646,601	51% LMA Service Area
CDBG Housing Rehabilitation & Administration			
City of Columbia Community Development Department	Housing Rehabilitation, Administration & Operations	\$192,812	Administration for Housing Loans & Rehabilitation
City of Columbia Community Development Department	Housing Maintenance Assistance Program (MAP)	\$434,000	20 houses –Rehab/Lead-Based Paint/Tilework
City of Columbia Community Development Department	City Lender I Residential Loan Program	\$14,254	10 Houses - Total project cost \$250,000; HOME \$235,756

Other CDBG projects discussed but not recommended for funding in this fiscal year, include the City's Parks & Recreation Department 3-Park Renovation Project (E.B. Sessions Park, Fairwold Park and Lorick Park).

For the HOME Program, the city is required to leverage a minimum of \$70,435 or 12.5% in private matching dollars for HOME assisted activities. The homebuyer assistance program and other affordable housing projects are estimated to leverage over \$2 million in private community dollars.

Proposed HOME 2019 entitlement allocations are as follows:

FY2019-2020 HOME PROPOSED ALLOCATIONS

HOME Allocations		
Applicant Name	Allocation Name	Amount
City of Columbia Community Development Department	Administration & Operations (10% of Entitlement)	\$56,349
City of Columbia Community Development Department	Community Housing Development Organization (CHDO) Set-Aside (15% of Entitlement)	\$84,523
City of Columbia Community Development Department	Residential Acquisition/Rehabilitation/New Construction	\$453,212

The City of Columbia administers HOPWA funding as a formula entitlement for the Columbia Eligible Metropolitan Statistical Area (EMSA) which are the following counties: Calhoun, Fairfield, Kershaw, Lexington, Richland, and Saluda. The HOPWA program anticipates to leverage over \$3 million during the fiscal year. Proposed amounts HOPWA administration, operations, resource identification and training are \$54,262 and sponsors awards for FY2019 totals \$1,421,141 are as follows:

FY2019-2020 HOPWA PROPOSED ADMINISTRATION, TRAINING & SPONSORS AWARDS

HOPWA Administration & Sponsor Awards		
Applicant/Proposal Name	Overview & Outcome	Recommended Amount by HOPWA Review Panel FY2019-2020
Community Development Department	HOPWA Administration, Salary and Operations not to exceed 3% of entitlement	\$44,262
Community Development Department	HOPWA Resource Identification and training	\$10,000

Columbia Housing Authority (CHA1)	TBRA that serves over 95 individuals and families living predominately 1 bedroom units	\$327,661.00
Columbia Housing Authority (CHA 2)	.50 FTE Salary for Program Manager for TBRA that serves over 95 individuals and families living predominately 1 bedroom units	\$23,868.00
Columbia Housing Authority (CHA 3)	TBRA that serves over 15 individuals in 1 bedroom units	\$154,902.00
Columbia Housing Authority (CHA 4)	TBRA that serves 9 households as a utility allowance to participants with no income and to assist with payment of routine and emergency expenses	\$20,373.00
Midlands Housing Alliance – Transitions (MHA)	Provides Supportive services for up to 50 homeless individuals	\$20,372.00
Palmetto AIDS Life Support (PALSS)	Provides supportive services to implement provision of emergency of housing assistance and housing development for up to 737 individuals/HH	\$277,454.00
The Cooperative Ministry (TCM)	Provides short-term rent, mortgage, and emergency utility assistance (STRMU) and related support services for up to 145 individuals/HH	\$176,371.00
Upper Savannah Care Services (USCS)	Provides Short-Term Housing assistance and supportive services for up to 40 individuals/HH	\$25,000.00
University of SC – Dept. of Med. (USC -DOM)	Provides housing information, permanent housing placement, emergency housing assistance and supportive services for up to 450 individuals/HH	\$395,140.00

The Consolidated Plan sets goals and strategies to be achieved over the FY 2015–2019 period and identifies a list of funding priorities. The FY 2019-2020 Annual Action Plan is the fifth and final year of the Consolidated Plan outlining the City's vision for housing and community development and addresses the City's response to identified needs and priority areas over next year. In conjunction, the Community Development Block Grant Disaster Recovery Grant approved (January 24, 2017) and the Annual Action Plan Substantial Amendment #1 approved (March 1, 2018), will address the unmet needs in response to the October 2015 Flood Disaster (Federal Register Public Law 114-113 and Public Law 115-31). Additionally, the FY 2015-2019 Consolidated Plan was revised by substantial amendment to reflect Disaster Recovery Needs and associated priorities. Progress regarding the CDBG Disaster Recovery Grant is found on the City's CDBG Disaster Recovery website located at <https://dr.columbiasc.gov/>.

3. SUMMARIZE THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE 5-YEAR STRATEGIC PLAN

The City of Columbia has developed its 5-year strategic plan based on an analysis of the data presented in the Con Plan and an extensive community participation and consultation process. Through these efforts,

the City has identified four (4) priority needs and thirteen (13) goals to address those needs. The priority needs include:

- 1) Improving Affordable Housing Options,
- 2) Expanding Economic Opportunities,
- 3) Providing for Suitable Living Environments and
- 4) Improving the Capacity of Area Housing and Community Service Providers

To provide for those needs, the thirteen (13) goals for the five-year period are as follows:

- 1) Provide homebuyer opportunities
- 2) Increase and improve the supply of affordable rental housing
- 3) Assist homeowners with needed repairs
- 4) Provide for special needs housing opportunities
- 5) Promote fair housing
- 6) Provide support to new and expanding businesses
- 7) Provide job training and job placement services
- 8) Improve access to economic opportunities
- 9) Improve access to housing opportunities
- 10) Decrease vacancy and blight
- 11) Reduce hazards in homes, including lead-based paint, mold, and asbestos
- 12) Improve the availability of public services and facilities
- 13) Increase capacity of housing and service providers

4. COMMUNITY ENGAGEMENT

The Annual Action Plan Executive Summary is available on the City's website at www.columbiasc.net/communitydevelopment/federal-entitlement-compliance. The full 2019 Annual Action Plan is under draft at this time. All public comments regarding the Annual Action Plan can be mailed to, Community Development Department, 1225 Lady St., Suite 102, Columbia, SC 29201, e-mailed to CoCComdDevCompliance@columbiasc.gov or faxed to (803) 255-8912.

Two (2) Public Hearings will be held:

- Thursday, April 11, 2019 at the Woodforest Community Development & Education Center, 3730 N. Main St. Suite D, Columbia, SC 29203 @ 6:00 p.m.
- Tuesday, May 7, 2019 at City Council Meeting, City Hall 3rd Floor, 1737 Main St., Columbia, SC, 29201 @ 6:00 p.m.

Community Development will submit the draft Annual Action Plan to HUD no later than the designated deadline of May 15, 2019. However, if HUD does not enact the FY 2019 appropriations bill by April 26, 2019, our grantee allocations will be delayed and the new Action Plan submission deadline will be June 28, 2019. HUD will not execute a grant agreement with a grantee for FY 2019, until HUD receives a plan (or an amended plan) which incorporates the actual allocation amounts a grantee is to receive for FY 2019.

For more information, contact the Community Development Compliance Division at (803)545-3373 or by email CoCComdDevCompliance@columbiasc.gov.

DRAFT-2



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: A public hearing was held on March 19, 2019. First reading approval was given on April 2, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2019-012 amend Chapter 8 Division 5 - Smoking rev (PDF)
- **#b:** 2019-012 amend Chapter 8 Article IV Division 5 (Tobacco Products) Ir 422019 (PDF)

HISTORY:

03/19/19 Columbia City Council NO ACTION WAS TAKEN.

The following individuals appeared before City Council:

Ms. Beth Johnson

Ms. Yarley Steedly

Mr. Ian Hamilton

Ms. Diane Wiley

There was a consensus of Council to include Mr. Duvall's amendments in today's meeting packet and to schedule first reading consideration for April 2, 2019.

04/02/19

Columbia City Council

APPROVED ON FIRST READING.

The ordinance was approved on first reading with the following amendments:

[I] I move to remove subsection (3) under Section 8-218. Exceptions and adjust numbering accordingly.

(3) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 25 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this division. The status of rooms as smoking or non-smoking may not be changed, except to add additional non-smoking rooms;

[II] I move to change the reasonable distance to 25 feet under all subsections that state a specific distance in Section 8-219. Reasonable distance of entry.

[III] I move to amend the language in subsection (b) of Section 8-217. Prohibition of smoking in the workplace and City-owned facilities and property and subsection (c) of Section 8-220. Jurisdiction, enforcement and penalties to read:

Sec. 8-217. Prohibition of smoking in the workplace and City-owned facilities and property.

(b) No person shall smoke or possess lighted smoking materials in any work space and workplace.

Sec. 8-220. Jurisdiction, enforcement and penalties.

(c) A person smoking or possessing a lighted smoking materials in any workspace or workplace shall be guilty of an infraction.

ORDINANCE NO.: 2019-012

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties, are amended to read as follows:

Sec. 8-215. Findings and intent.

- (a) *Findings* . As an incident to the adoption of the ordinance from which this division derives, the city council ("city council") of the City of Columbia, South Carolina (the "city") makes the following findings:
- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
 - (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on Carcinogens, National Cancer Institute, and the International Agency for Research and Cancer have all reported that secondhand smoke is a Group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
 - (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
 - (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and
 - (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
 - (6) Secondhand smoke increases the risk of developing breast cancer in younger, premenopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome(SIDS); and
 - (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
 - (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
 - (9) Workplaces have been shown to be locations of significant exposure to secondhand smoke by employees working in the City of Columbia; and
 - (10) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and

- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in government buildings (the definition of which includes city-owned buildings) except where the owner of such building shall designate smoking areas.

City Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and public places and therefore enacts this division.

- (b) *Intent.* City council finds that it is in the best interest of the people of this city to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace and public places. Therefore, city council declares that the purpose of this act is to preserve and improve the health, comfort and environment of this city by limiting exposure to secondhand smoke in the workplace and public places; and (2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Sec. 8-216. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

Employee means any person who performs services for an employer in return for wages, profit or other valuable consideration, and a person who volunteers his or her services for a non-profit entity.

Employer means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any workplace, work space, or work spaces as defined herein, that employs one (1) or more persons.

Enclosed means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

Medical facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within medical facilities.

Medical research facility means an enclosed indoor workplace where tobacco smoking is an integral part of a smoking cessation program approved by a university, college or hospital.

Public Place means an area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, parking structures, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

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19000305

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this division. A private club is not a private club for the purposes of this division when being used for a function to which the general public is allowed to enter.

Retail tobacco store means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times.

Secondhand smoke is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "side stream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

Smoking means ~~the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.~~ inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, intended for inhalation, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

Smoking materials includes cigars, cigarettes pipes, hookah, electronic smoking devices, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any form and all other manner of smoking devices intended to be used for the purpose of ~~inhaling, burning, carrying or exhaling lighted tobacco products.~~ smoking as defined in this division.

Workplace means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

Work space or work spaces means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

Sec. 8-217. Prohibition of smoking in the workplace and City-owned facilities and property.

(a) All employers shall provide a smoke free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space and workplace from smoking ~~tobacco products~~ or possessing smoking materials therein.

(b) No person shall smoke or possess a lighted tobacco product in any work space and workplace.

(c) All enclosed areas, including buildings and vehicles owned, leased, or operated by the City of Columbia, as well as all outdoor property adjacent to such buildings and under the control of the City, shall be subject to the provisions of this division.

Sec. 8-218. Exceptions.

Notwithstanding the provisions of section 8-217 herein, smoking may be permitted in the following places or under the following circumstances:

- (1) Private residences; unless used as a childcare, adult day care, or health care facility;
- (2) Private clubs;
- (3) ~~Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 25 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this division. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;~~
- (4) Retail tobacco stores as defined herein;
- ~~(4) (5)~~ Religious ceremonies where smoking is part of the ritual;
- ~~(5) (6)~~ Medical research facilities;
- ~~(6) (7)~~ Smoking by performers during a theatrical event which requires smoking in the context of the performance;

Sec. 8-219. Reasonable distance of entry.

~~Smoking outside a workplace, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter any work spaces and workplaces through entrances, windows, ventilation systems or other means.~~

Smoking shall be prohibited in the following outdoor places:

- (a) Within a reasonable distance of 20 25 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas by those or any other means.
- (b) On all outdoor property that is adjacent to buildings owned, leased, or operated by the City of Columbia and that is under the control of the City.
- (c) In, and within 25 feet of, outdoor seating or serving areas of restaurants, bars, and gambling facilities.
- (d) In outdoor shopping malls, including parking structures.
- (e) In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within 25 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- (f) In outdoor recreational areas, including parking lots.
- (g) In, and within 25 feet of, all outdoor playgrounds.
- (h) In, and within 25 feet of, all outdoor public events.
- (i) In, and within 25 feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the City.
- (j) In all outdoor service lines, including lines in which service is obtained by persons in vehicles, such as service that is provided by bank tellers, parking lot attendants, and toll takers. In lines in which service is obtained by persons in vehicles, smoking is prohibited by both pedestrians and persons in vehicles, but only within 25 feet of the point of service.
- (k) In outdoor common areas of apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, except in designated smoking areas, not to exceed twenty-five percent (25%) of the total outdoor common area, which must be located at least 25 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited.

Sec. 8-220. Jurisdiction, enforcement and penalties.

- (a) An infraction of this division is hereby declared to be a public nuisance.
- (b) A manager, supervisor or any other person who owns, operates, or otherwise controls a workplace or work space and who fails to comply with the provisions of this division shall be guilty of an infraction.
- (c) A person smoking or possessing a lighted tobacco product in any workspace or workplace shall be guilty of an infraction.
- (d) Each infraction shall be punishable by a civil penalty of ~~\$25.00.~~ :
(1) A fine not exceeding one hundred dollars (\$100) for a first violation.

Last revised: 3/19/2019
19000305

(2) A fine not exceeding two hundred dollars (\$200) for a second violation.

(3) A fine not exceeding five hundred dollars (\$500) for each additional violation.

The city shall serve a uniform ordinance summons upon the infractor.

(e) (1) The city, in addition to or in lieu of assessing or collecting a civil penalty, may institute a civil action in the circuit court in the county in which the infraction occurred seeking (i) a mandatory injunction requiring compliance with this division, (ii) a declaration that the infraction is a public nuisance and an order requiring abatement of the public nuisance, or (iii) for any other remedy permitted by law. if violation of this division is by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred, and/or (iv) for any other remedy permitted by law.

(f) (2) If three or more infractions occur within a six-month period at a workspace or workplace subject to this division, such shall be deemed to be a nuisance related to the business.

(g) (e) Appeals. The filing of an appeal shall not act as a stay of the city's right to institute any civil action as described above.

(h) (f) Each infraction and on each day which an infraction of this division occurs, shall be considered a separate and distinct infraction.

This ordinance is effective as of final reading.

Requested by:

Councilmember Duval _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:

ORDINANCE NO.: 2019-012

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties, are amended to read as follows:

Sec. 8-215. Findings and intent.

- (a) *Findings*. As an incident to the adoption of the ordinance from which this division derives, the city council ("city council") of the City of Columbia, South Carolina (the "city") makes the following findings:
- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
 - (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on Carcinogens, National Cancer Institute, and the International Agency for Research and Cancer have all reported that secondhand smoke is a Group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
 - (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
 - (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and
 - (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
 - (6) Secondhand smoke increases the risk of developing breast cancer in younger, premenopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome(SIDS); and
 - (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
 - (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
 - (9) Workplaces have been shown to be locations of significant exposure to secondhand smoke by employees working in the City of Columbia; and
 - (10) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and

- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in government buildings (the definition of which includes city-owned buildings) except where the owner of such building shall designate smoking areas.

City Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and public places and therefore enacts this division.

- (b) *Intent.* City council finds that it is in the best interest of the people of this city to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace and public places. Therefore, city council declares that the purpose of this act is to preserve and improve the health, comfort and environment of this city by limiting exposure to secondhand smoke in the workplace and public places; and (2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Sec. 8-216. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

Employee means any person who performs services for an employer in return for wages, profit or other valuable consideration, and a person who volunteers his or her services for a non-profit entity.

Employer means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any workplace, work space, or work spaces as defined herein, that employs one (1) or more persons.

Enclosed means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

Medical facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within medical facilities.

Medical research facility means an enclosed indoor workplace where tobacco smoking is an integral part of a smoking cessation program approved by a university, college or hospital.

Public Place means an area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, parking structures, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this division. A private club is not a private club for the purposes of this division when being used for a function to which the general public is allowed to enter.

Retail tobacco store means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times.

Secondhand smoke is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "side stream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

Smoking means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product. inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, intended for inhalation, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

Smoking materials includes cigars, cigarettes pipes, hookah, electronic smoking devices, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any form and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products. smoking as defined in this division.

Workplace means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

Work space or *work spaces* means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

Sec. 8-217. Prohibition of smoking in the workplace and City-owned facilities and property.

(a) All employers shall provide a smoke free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space and workplace from smoking tobacco products or possessing lighted smoking materials therein.

(b) No person shall smoke or possess a lighted tobacco product in any work space and workplace.

(c) All enclosed areas, including buildings and vehicles owned, leased, or operated by the City of Columbia, as well as all outdoor property adjacent to such buildings and under the control of the City, shall be subject to the provisions of this division.

Sec. 8-218. Exceptions.

Notwithstanding the provisions of section 8-217 herein, smoking may be permitted in the following places or under the following circumstances:

- (1) Private residences; unless used as a childcare, adult day care, or health care facility;
- (2) Private clubs;
- (3) ~~Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 25 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this division. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;~~
- (4) Retail tobacco stores as defined herein;
- ~~(3)~~ (5) Religious ceremonies where smoking is part of the ritual;
- ~~(4)~~ (6) Medical research facilities;
- ~~(5)~~ (7) Smoking by performers during a theatrical event which requires smoking in the context of the performance;

Sec. 8-219. Reasonable distance of entry.

Smoking outside a workplace, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter any work spaces and workplaces through entrances, windows, ventilation systems or other means.

Smoking shall be prohibited in the following outdoor places:

- (a) Within a reasonable distance of 20 ~~25~~ feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas by those or any other means.
- (b) On all outdoor property that is adjacent to buildings owned, leased, or operated by the City of Columbia and that is under the control of the City.
- (c) In, and within 25 feet of, outdoor seating or serving areas of restaurants, bars, and gambling facilities.
- (d) In outdoor shopping malls, including parking structures.
- (e) In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within 25 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- (f) In outdoor recreational areas, including parking lots.
- (g) In, and within 25 feet of, all outdoor playgrounds.
- (h) In, and within 25 feet of, all outdoor public events.
- (i) In, and within 25 feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the City.
- (j) In all outdoor service lines, including lines in which service is obtained by persons in vehicles, such as service that is provided by bank tellers, parking lot attendants, and toll takers. In lines in which service is obtained by persons in vehicles, smoking is prohibited by both pedestrians and persons in vehicles, but only within 25 feet of the point of service.
- (k) In outdoor common areas of apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, except in designated smoking areas, not to exceed twenty-five percent (25%) of the total outdoor common area, which must be located at least 25 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited.

Sec. 8-220. Jurisdiction, enforcement and penalties.

- (a) An infraction of this division is hereby declared to be a public nuisance.
- (b) A manager, supervisor or any other person who owns, operates, or otherwise controls a workplace or work space and who fails to comply with the provisions of this division shall be guilty of an infraction.
- (c) A person smoking or possessing a lighted tobacco product smoking materials in any workspace or workplace shall be guilty of an infraction.
- (d) Each infraction shall be punishable by a civil penalty of \$25.00. ;

- (1) A fine not exceeding one hundred dollars (\$100) for a first violation.
(2) A fine not exceeding two hundred dollars (\$200) for a second violation.
(3) A fine not exceeding five hundred dollars (\$500) for each additional violation.

The city shall serve a uniform ordinance summons upon the infractor.

(e) (1) The city, in addition to or in lieu of assessing or collecting a civil penalty, may institute a civil action in the circuit court in the county in which the infraction occurred seeking (i) a mandatory injunction requiring compliance with this division, (ii) a declaration that the infraction is a public nuisance and an order requiring abatement of the public nuisance, or (iii) for any other remedy permitted by law. if violation of this division is by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred, and/or (iv) for any other remedy permitted by law.

(f) (2) If three or more infractions occur within a six-month period at a workspace or workplace subject to this division, such shall be deemed to be a nuisance related to the business.

(g) (e) Appeals. The filing of an appeal shall not act as a stay of the city's right to institute any civil action as described above.

(h) (f) Each infraction and on each day which an infraction of this division occurs, shall be considered a separate and distinct infraction.

This ordinance is effective as of final reading.

Requested by:

Councilmember Duval _____

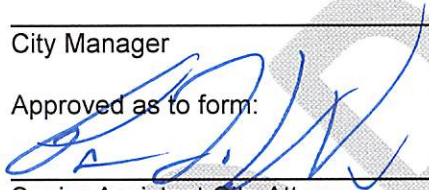
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Public Hearing: 3/19/2019

Introduced: 4/2/2019

Final Reading:



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-025 Providing for the Issuance and Sale of City of Columbia, South Carolina, Special Obligation Bonds or Notes (Hospitality Fee Pledge), Series 2019, in an Aggregate Principal Amount of Not Exceeding \$4,200,000, in order to Finance the Acquisition, Renovation and Equipment of Certain Capital Projects; Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine Certain Matters with Respect to the Bonds or Notes; Prescribing the Form and Details of Such Bonds or Notes; and other matters relating thereto

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2019-025 4th Supplement to Hospitality Fee Pledge (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

FOURTH SUPPLEMENTAL ORDINANCE NO: 2019-025

PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS OR NOTES (HOSPITALITY FEE PLEDGE), SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$4,200,000, IN ORDER TO FINANCE THE ACQUISITION, RENOVATION AND EQUIPMENT OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS OR NOTES; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS OR NOTES; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2019

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2011-63 (the "General Bond Ordinance") enacted by the City Council (the "Council") of the City of Columbia, South Carolina (the "City"), on August 30, 2011 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the "Ordinance") (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Fourth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

"2019 Bond" shall mean the City of Columbia, South Carolina, Special Obligation Bond or Note (Hospitality Fee Pledge), Series 2019, authorized to be issued hereunder in a principal amount of not exceeding \$4,200,000.

"Authorized Representative" shall mean the person or persons at the time designated to act on behalf of the City for the purpose of performing any act under this Fourth Supplemental Ordinance by a written certificate furnished to the Purchaser containing the specimen signature of such person or persons and signed on behalf of the City by its Mayor, City Manager and Assistant City Manager for Finance and Economic Services, or any two of them acting together.

"Bonds of 2012" shall mean the \$14,825,000 principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012.

"Bonds of 2014" shall mean the \$26,175,000 principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014.

"Bonds of 2017" shall mean the \$1,460,000 principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017.

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

"First Supplemental Ordinance" shall mean First Supplemental Ordinance No. 2011-68 enacted by the Council on August 30, 2011, authorizing the Bonds of 2012.

"Interest Payment Date" shall mean any date as selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6 hereof.

"Outstanding Parity Bonds" shall have the meaning give to such term in Section 4.

"Principal Payment Date" shall have the meaning given to such term in Section 3(a).

"Purchaser" shall mean the purchaser of the 2019 Bond.

"Second Supplemental Ordinance" shall mean Second Supplemental Ordinance No. 2014-052 enacted by the Council on July 15, 2014, authorizing the Bonds of 2014.

“Third Supplemental Ordinance” shall mean Third Supplemental Ordinance No. 2017-051 enacted by the Council on June 20, 2017, authorizing the Bonds of 2017.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the City to issue Bonds or Junior Bonds in order to finance the Costs of Acquisition and Construction of Projects (as such terms are defined in the General Bond Ordinance) and to refinance indebtedness incurred in connection therewith. This Fourth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) Subject to Section 6 hereof, the 2019 Bond constitutes and is a “Bond” or a “Junior Bond” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than: (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for the payment and security of the Bonds of 2012; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Second Supplemental Ordinance for the payment and security of the Bonds of 2014; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Third Supplemental Ordinance for the payment and security of the Bonds of 2017; and (iv) the pledge thereof created by the General Bond Ordinance and this Fourth Supplemental Ordinance for the payment and security of the 2019 Bond, which pledge, subject to Section 6, may be on a parity with or junior and subordinate to the pledge thereof securing the Outstanding Parity Bonds and any other Bonds (as defined in the General Bond Ordinance) issued on a parity therewith.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) Article III of the General Bond Ordinance provides that one or more Series of Bonds or Junior Bonds may be issued for such purposes as may be permitted by the Hospitality Fee Act upon compliance with certain provisions of the General Bond Ordinance to secure funds to defray the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Hospitality Fee Act, or to refund Junior Bonds, or any other notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of Projects. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*. Junior Bonds issued upon compliance with Section 3.5 of the General Bond Ordinance shall be secured by a pledge of Net Revenues junior and subordinate to any Bonds (as defined in the General Bond Ordinance).

(f) A vibrant tourism industry fosters and enhances the economic growth and well being of a community and its residents. Tourism has been and continues to be a major industry for the City. The City, through its Convention and Visitors Bureau, as well as surrounding counties and municipalities and community businesses, have taken various steps to promote tourism to the City and surrounding areas and to the City’s facilities and attractions. Moreover, as the City’s tourism industry expands, the City must make provision to increase municipal services and facilities in order to accommodate the needs of tourists and to attract additional tourism. Tourists enjoy and utilize the special benefits the City provides.

(g) By imposing the Hospitality Fees, the City has provided a method to alleviate the increased financial burden on resources of the City and its citizens in providing services and facilities needed to attract and support tourism. Moneys generated by the Hospitality Fees are or may be used to finance the acquisition, construction and renovation of facilities which will serve and attract visitors and tourists or to provide municipal services which serve visitors and tourists.

(h) The Council has been advised and recognizes that Hospitality Fees and the proceeds of the 2019 Bond must be used exclusively for tourism-related buildings, tourism-related cultural, recreational or historic facilities and roads and streets providing access to tourist destinations.

(i) The site now known as Finlay Park (the “Park”) consists of a total of approximately 17 acres that spans three city blocks by two city blocks in downtown Columbia. Bordered by Laurel Street to the North, Assembly Street to the East, Taylor Street to the South and Gadsden Street to the West, the Park is easily accessed by pedestrians, bicyclists and transit riders. The Park also serves as a crucial link in the Vista Greenway which acts as a continuous pedestrian and cycling connection between the Vista district to the South and residential neighborhoods to the North, and as a lynchpin in the Capital City Passage segment of the Palmetto Trail, a 400+ mile statewide trail that connects the Low Country to the Midlands to the Upstate.

(j) The Park was first built in the 1840s under the supervision of Algernon Sidney Johnston, a local publisher and city council member. It featured trees, paths, reflecting pools, benches and a bandstand, and was named in his honor as “Sydney Park” in 1852. The Park was later sold to Seaboard Airline Railroad, which used the park as a switching yard and an industrial district for other businesses. In the mid-1980s, the City created a tax increment district known as the “Congaree Vista Redevelopment Project Area” and issued \$10,000,000 of tax increment bonds (the “TIF Bonds”) to fund a variety of redevelopment projects to address blighted conditions in the district, including significant improvements to the Park. The TIF Bonds are no longer outstanding.

(k) Designed by renowned landscape architect Robert E. Marvin, the Park reopened in 1990 and featured a 40-foot waterfall, a three-acre lake, a large green space, a 2000-seat amphitheater, plaza/terrace gardens, park overlook, parking and restrooms. The Park was renamed in honor of Mayor Kirkman J. Finlay and was long considered the crown jewel of the City. Mr. Marvin described the Park as the “catalyst for the bigger dream of Congaree Vista” and noted that “the goal was to make the Park so popular and beautiful that everyone brought their out of town guests to the Park to show off their city.”

(l) The Park is one of the only public spaces in downtown Columbia to have a multi-use path that many residents and visitors use for exercise, cycling and recreation. The Park serves as event space for a large number of downtown events. Since 2010, the City has entertained residents and visitors (on average) at events such as Columbia Kids Day (800-1,000), the Mayor’s Easter Eggstravaganza (700-1,200), Halloween Carnival (500-1,300 total), the Summer Movie Series (5-10 events per year, for 200-500 each) and the Summer Concert Series (5-10 events per year, for 5,000-8,000 each).

(m) Since 1990, the Park has suffered considerable deterioration due to deferred maintenance and challenges in the original design that have led to infrastructure failures. The condition of the Park and the extensive amount of sub-standard surface parking in its vicinity creates an impediment to sound growth and redevelopment: this, despite the fact that it is located within walking distance of a revitalized Main Street and Vista area. Another impediment to redevelopment is the surrounding road network, which acts as a barrier to the flow of cyclists and pedestrians from Main Street or the Vista. Taylor Street is part of a one-way pair of streets that includes Hampton Street, motorists travelling on the six lanes of traffic of these two streets travel at speeds up to or exceeding the posted speed limit. Assembly Street, with its 150-foot right-of-way is a challenge for even the most sprightly of pedestrians to cross.

(n) Adjacent to the Park and facing Assembly Street is a United States Postal Service (“USPS”) facility that sits on approximately 9.53 acres of privately owned land (the “Property”). While it still serves as the main USPS office, it no longer requires all of the building and site for its operations. The City has executed a Purchase and Sale Agreement pursuant to which it has agreed to purchase the Property, subject to normal closing conditions.

(p) It is believed that the Property represents a tremendous opportunity to the City to promote the redevelopment and use of the Park by tourists, visitors and citizens alike:

(1) the Property features ample amounts of surface parking (the “Parking”), which could potentially be used by patrons of the Park, and thereby alleviate the shortage of parking that has historically prevented enjoyment of the facilities;

(2) the Parking would also represent a significant asset that could promote interest and private development of portions of the Park or to renovate or replace one or more of the existing structures on the Property (each, a “Project” and, together, the “Projects”); and

(3) Given the proximity to the Vista, Main Street and other nearby commercial ventures, additional users of the Park or any Project would be expected to foster and stimulate economic activity at surrounding businesses, including additional ‘tourists’ within the meaning of the Hospitality Fee Act, and thereby generate additional revenues to alleviate the increased financial burden on resources of the City and its citizens in providing services and facilities needed to attract and support tourism.

(q) The Council has been advised and recognizes that Hospitality Fees and the proceeds of the 2019 Bond must be used exclusively for tourism-related buildings, tourism-related cultural, recreational or historic facilities, highways, roads, streets and bridges providing access to tourist destinations and water and sewer infrastructure serving tourism-related demand. For purposes of the Hospitality Fee Act, the term ‘tourist’ means “a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project”.

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

(s) The successful development and operation of the Projects will promote tourism and, as a result thereof and the general redevelopment of the Park and/or the Property, foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area and the Riverfront area, like the South Carolina State Museum, the EdVenture Children’s Museum,

the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Riverbanks Zoo, the Woodrow Wilson Family Home, the Columbia Metropolitan Convention Center and the Colonial Life Arena, or the Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures), which enhances the economic viability of the City through the redevelopment of nearby properties, the creation of additional jobs, the infusion of capital investment and increased commercial activity, thereby resulting in additional *ad valorem* property taxes, hospitality fees and other taxes and fees.

(t) As described in the evidentiary findings or statements referenced above, the benefits to the City as a result of the acquisition, renovation, redevelopment and improvement of the Property and the Projects are set forth, in part, herein:

(i) the Property and the Projects would promote, enhance, speed up and stimulate private development in and eliminate, remove and address the current blighted conditions of, the Park, all of which would enhance the aesthetic qualities of the surrounding areas;

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

(iii) the City and its citizens have invested, and continue to invest, significant funds in and to promote its Downtown area, the Congaree Vista Area, the Riverfront area, and the areas in which other historic structures are located, including the nearby Robert Mills House and the Hampton-Preston Mansion; further, the Park serves as a connection between such areas and the approximately 181-acre development known as the Bull Street campus and, given its proximity to the intersection of Bull Street/Interstate I-277 and Elmwood Avenue/Interstate I-126, the Park serves as a gateway connector for people visiting and working in the City of Columbia;

(iv) the Property and the Projects would also foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area and the riverfront area, like the South Carolina State Museum, the EdVenture Children's Museum, the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Columbia Metropolitan Convention Center and the Colonial Life Arena, or the Robert Mills House, the Hampton-Preston Mansion and other nearby historic structures), which enhances the economic viability of the City (including particularly the Congaree Vista Area and the area surrounding these facilities) through the redevelopment of nearby properties, the imposition and collection of additional *ad valorem* property taxes and increased commercial activity that would generate additional sales taxes and personal property taxes, hospitality fees, accommodations fees, tourism development fees, business license fees and other fees, as well as additional jobs and capital investment; and

(v) the historic and architectural characteristics of several facilities located on or adjacent to the Property and the Park may be significantly preserved and, like the South Carolina State Museum, Confederate Printing Plant (now Publix), Robert Mills House, the Hampton-Preston Mansion, the structures on the Bull Street campus and other nearby historic structures,

serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, all of which are recognizable, signature properties that provide a gateway into the City of Columbia, including its Downtown area and the arts and entertainment district known as the Congaree Vista Area.

(u) After taking into consideration information presented to the City (including but not limited to those supporting the findings set forth above), the City Council makes the following additional findings and determinations with respect to the Property and the Projects supported thereby:

(1) The ultimate benefits to the public are multiple: the Property and the Projects (if any) would serve to foster tourism and stimulate economic activity on the Park, to increase the number of available jobs, to improve the appearance and enhance the aesthetic character of the Park and surrounding properties, to generate additional revenues (including Hospitality Taxes) and positively impact real property values of surrounding properties, to attract new businesses, to reinvigorate a downtown area that has been classified by the local, state and federal governments as economically distressed and to protect and preserve historically and architecturally significant features and encourage others to undertake historic preservation that would benefit downtown Columbia.

(2) The public will be the primary beneficiary of the acquisition of the Property and the Projects (if any), although one or more developers of the Projects will also benefit through the City's investment in the Property or the Projects.

(3) The acquisition of the Property and the Projects are not so speculative as to violate the public purpose doctrine based on the success of similar entertainment facilities that have been developed, such as other dilapidated or blighted properties that have been redeveloped, such as the South Carolina State Museum, the Confederate Printing Plant (now Publix), the 701 Whaley Arts Center, the Palmetto Compress Building and Warehouse and the facilities located at the Bull Street campus, all of which serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, and the likelihood that (A) the Park will continue to decline in the absence of private development thereof, which requires public investments in infrastructure; and (B) any redevelopment of the Park will require significant amounts of infrastructure to be constructed and installed therein.

(4) The public interest is likely to be served to a substantial degree through the generation of tourist-related revenues and the creation of jobs, the improvement and enhancement of the appearance and aesthetic character of downtown Columbia, the reinvigoration of the Park and surrounding areas, the preservation of historical and architecturally significant features and the benefits, both tangible and intangible, that should result from that reinvigoration as they relate to the Projects.

(v) The City proposes to finance the acquisition, by construction or purchase, renovation and equipment of the Property, including certain related development costs or costs of studies associated with the redevelopment of Finlay Park in downtown Columbia (collectively, the "2019 Project") and pay issuance costs of the 2019 Bond. The estimated Costs of Acquisition and Construction of the 2019 Project (excluding any interest coming due on the 2019 Bond or Costs of Issuance) is approximately \$4,050,000. It is necessary and in the best interest of the City to authorize the issuance and sale of the 2019 Bond to the Purchaser in the principal amount of not exceeding \$4,200,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Fourth Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization of 2019 Bond.

(a) There is hereby authorized to be issued a series of Bonds or Junior Bonds (as such terms are defined in the General Bond Ordinance), subject to Section 6 hereof, designated “City of Columbia, South Carolina, Special Obligation [Bond][Note] (Hospitality Fee Pledge), Series 2019” (the “2019 Bond”), in the aggregate principal amount of not exceeding \$4,200,000; provided that the 2019 Bond shall be numbered and lettered in such a fashion as to maintain a proper record thereof and its name may be revised to reflect the purposes of issuance, priority of Hospitality Fee pledge, taxable or tax-exempt status and year of issuance, as appropriate. The proceeds of the 2019 Bond shall be used for the purposes set forth in Section 2(v) hereof.

The 2019 Bond shall bear interest at the rates per annum and mature on the date(s) and in the principal amount(s) (the “Principal Payment Dates”), all as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6 hereof.

(b) The 2019 Bond shall originally be dated its date of delivery, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 6 hereof, and shall be issued in fully registered form, as a single bond representing the entire principal amount of the 2019 Bond, in the name of the Purchaser.

The 2019 Bond shall be subject to redemption prior to maturity, whether at the option of the City or upon the occurrence of some event, in whole or in part, at the times and at the redemption prices (expressed as a percentage of principal amount of the 2019 Bond to be redeemed), all as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

(c) Principal of and redemption premium, if any, on the 2019 Bond shall be payable at the designated corporate trust office of the Paying Agent. Interest on the 2019 Bond shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of 2019 Bond, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder; notwithstanding the foregoing, payments of principal and interest of and redemption premium, if any, on the 2019 Bond may be made directly by the City to the Purchaser, pursuant to written instructions given to the City, as shall be determined by the Mayor, The City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6 hereof. Payment of the principal of and interest on such 2019 Bond may be payable to the Holder thereof without presentation and surrender of such 2019 Bond.

(d) The 2019 Bond shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the numbers, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Fourth Supplemental Ordinance. The 2019 Bond shall be executed in the name and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk under the seal of the City impressed, imprinted or reproduced thereon (or a facsimile thereof). The 2019 Bond shall be registered in the name of the Purchaser, as the registered owner, at the office of the City Clerk of the City of Columbia, South Carolina, on registry books to be kept for such purpose, and such registration shall be noted on the registration attached to the 2019 Bond, after which no transfer of such 2019 Bond shall be effective unless

made on such books by the registered owner in person or its duly authorized legal representative and similarly noted on the 2019 Bond.

(e) A copy of the approving opinion to be rendered on the 2019 Bond shall be printed on the back of such 2019 Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a facsimile signature of the City Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

Section 4. Payment of and Security for the 2019 Bond. The 2019 Bond, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the City in accordance with the provisions of this Fourth Supplemental Ordinance. Subject to Section 6 hereof, the 2019 Bond shall be secured by a pledge of Hospitality Fees, which pledge shall be either on a parity with or junior and subordinate to the pledge of Hospitality Fees securing the payment of the Bonds of 2012, the Bonds of 2014, the Bonds of 2017 (collectively, the "Outstanding Parity Bonds") and any other Bonds (as defined in the General Bond Ordinance) issued in compliance with the provisions of the General Bond Ordinance.

The 2019 Bond does not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The 2019 Bond shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the City. No recourse shall be had for the payment of the 2019 Bond or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the 2019 Bond.

Section 5. 2019 Bond Proceeds Fund and 2019 Debt Service Fund.

(a) There is hereby created and established the 2019 Bond Proceeds Fund, which shall be held by the City or by a Custodian. The proceeds derived from the sale of the 2019 Bond shall be deposited to the 2019 Bond Proceeds Fund or shall be advanced from the Purchaser from time to time until such date as is mutually agreeable to the City and the Purchaser as determined, in writing, by an Authorized Representative and the amount of each advance shall be noted on the Certificate of Advances, if any, attached to the 2019 Bond. If the 2019 Bond Proceeds Fund is held by a Custodian, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is authorized and directed to negotiate, execute and deliver such agreements or other agreements with such bank or other financial institution as may be necessary or desirable in connection therewith. The moneys on deposit in the 2019 Bond Proceeds Fund shall be used for the purposes described in Section 2([v]) above.

Moneys held for the credit of the 2019 Bond Proceeds Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such account. The provisions of Section 6.10 of the General Bond Ordinance relating to the investment of funds are incorporated herein as if fully set forth herein.

Withdrawals from the 2019 Bond Proceeds Fund shall be made in the manner withdrawals from other funds of the City are made.

(b) In accordance with Section 6.6 of the General Bond Ordinance, the 2019 Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the 2019 Bond for the benefit of the Holders of the 2019 Bond. Moneys held for the credit of the 2019 Debt Service Fund may be invested in Permitted Investments.

Section 6. Sale and Issuance of 2019 Bond; Approval of Purchaser.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to undertake any one or more of the following actions: (1) determine the original issue date of the 2019 Bond; (2) determine the aggregate principal amount of the 2019 Bond, if less than authorized by this Fourth Supplemental Ordinance, and the principal amounts of each maturity thereof (which shall mature no later than [three] years following the date of issuance thereof); (3) determine whether the 2019 Bond will be issued on a taxable or tax-exempt basis, and as a Bond or Junior Bond (as such terms are defined in the General Bond Ordinance); (4) determine the Interest Payment Dates, including the initial Interest Payment Date, and the Principal Payment Dates for the 2019 Bond (which shall mature no later than [three] years following the date of issuance thereof); (5) determine the optional redemption terms and redemption price of the 2019 Bond; (6) determine the interest rate for the 2019 Bond (which rate shall not exceed [5%] per annum); (7) determine whether payments of principal, redemption premium (if any) and interest will be made through the Paying Agent or directly to the Purchaser; (8) select the Purchaser and determine that the Purchaser's proposal of terms, if any (the "Proposal"), is fair and reasonable and in the best interest of the City; and (9) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of the 2019 Bond.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to negotiate, execute and deliver the Proposal, and to take all actions, based upon advice of counsel, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda, all relating to the City, the 2019 Bond and the Hospitality Fees, to solicit interest and receive offers from financial institutions and institutional investors to purchase the 2019 Bond in a private offering (which, in all events, upon advice of counsel, may be in lieu of the Proposal), and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith. In the event of a conflict in the terms and provisions of such Proposal or other offers received from financial institutions and institutional investors and the General Bond Ordinance, this Fourth Supplemental Ordinance and any other documents authorized hereunder (collectively, the "Other Documents"), the terms and provisions of the General Bond Ordinance, this Fourth Supplemental Ordinance and the Other Documents shall prevail.

(c) A copy of this Fourth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Fourth Supplemental Ordinance was enacted.

(d) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the 2019 Bond.

(e) The Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, or their designees to negotiate the terms of, and execute, in the name and on behalf of the City, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the 2019 Bond, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

Section 7. Disposition of Proceeds of 2019 Bond and Certain Other Moneys. The proceeds derived from the sale of the 2019 Bond, net of any fees payable to the purchaser thereof, shall be deposited with (or at the order of) the City or the Custodian, as applicable, into the 2019 Bond Proceeds Fund established in and pursuant to Section 5 hereof.

Section 8. Designation of Trustee, Registrar and Paying Agent.

Pursuant to the Ordinance, the Trustee is Regions Bank. The Council hereby designates Regions Bank as Registrar and Paying Agent for the 2019 Bond. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the 2019 Bond.

Section 9. Continuing Disclosure. If the 2019 Bond is issued as a tax-exempt obligation and for so long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the City covenants that it will file with a central repository for availability in the secondary bond market when requested:

- (i) An annual independent audit, within 30 days of the City's receipt of the audit; and
- (ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the City's tax base.

The only remedy for failure by the City to comply with the covenant of this Section 9 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this Fourth Supplemental Ordinance. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of any Holder of the 2019 Bond.

Section 10. Further Actions. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services and the City Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the issuance of the 2019 Bond. To that end, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services of the City, or any of them acting alone, are hereby authorized and directed to negotiate and execute such agreements or documents as may be necessary or desirable to effect such acquisition.

Section 11. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Fourth Supplemental Ordinance.

Section 12. Notices. All notices, certificates or other communications hereunder or under the

Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City: City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

Section 13. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Fourth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 14. Severability. If any sections, phrase, sentence or portion of this Fourth Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 15. Effective Date. This Fourth Supplemental Ordinance shall be effective upon its adoption by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____,
2019.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2019

Date of Second Reading: _____, 2019

EXHIBIT A**FORM OF 2019 BOND**

CITY OF COLUMBIA, SOUTH CAROLINA
 SPECIAL OBLIGATION [BOND][NOTE]
 (HOSPITALITY FEE PLEDGE), SERIES 2019

No. R-____

Interest Rate

Maturity Date

Issue Date

(As set forth in Schedule I herein)

Registered Holder:

Principal Amount:

THE CITY OF COLUMBIA, SOUTH CAROLINA (the “City”) a public body corporate and politic and a political subdivision of the State of South Carolina (the “State”), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount on the Maturity Date (each as set forth or referenced above), unless this [Bond][Note] be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, and to pay interest thereon at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged. Interest on this [Bond][Note] shall be payable in [semiannual][annual] installments on [_____ 1 and] _____ 1 of each year beginning _____, [2019] (each, an “Interest Payment Date”), until maturity or earlier redemption. All payments shall be paid to the person in whose name this [Bond][Note] is registered pursuant to written instructions given to the City by the Registered Holder. The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS [BOND][NOTE] HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 1, ARTICLE 7, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE “ACT”); THIS [BOND][NOTE] DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE CITY IS NOT OBLIGATED TO PAY ANY OF THIS [BOND][NOTE] OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE HEREINAFTER DEFINED BOND ORDINANCES). THIS [BOND][NOTE] IS NOT A GENERAL OBLIGATION OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

This [Bond][Note] is issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, General Bond Ordinance No. 2011-63 duly enacted by the Council on August 30, 2011, as amended and supplemented (as so amended and supplemented, the “Bond Ordinances”), including as supplemented particularly by Fourth Supplemental Ordinance No. _____

duly enacted by the City Council of the City (the “Council”) on _____, 2019 (the “Fourth Supplemental Ordinance” and, together with the Bond Ordinances, the “Ordinances”) for the purpose of providing moneys, to finance the acquisition, by construction or purchase, renovation and equipment of the Property, including certain related development costs or costs of studies associated with the redevelopment of Finlay Park in downtown Columbia, and to pay issuance costs relating to this [Bond][Note], as more particularly permitted by the Fourth Supplemental Ordinance.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Ordinances. Certified copies of the Fourth Supplemental Ordinance and the Bond Ordinances are on file with the City and in the office of the Clerk of Court for Richland County, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this [Bond][Note] and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this [Bond][Note] and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this [Bond][Note] is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this [Bond][Note] and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this [Bond][Note] and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this [Bond][Note] with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this [Bond][Note] by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this [Bond][Note].

This [Bond][Note] and the interest thereon is a special obligation of the City and is secured by and payable solely from a pledge of upon the Hospitality Fees imposed and collected by the City, which pledge is [on a parity with][junior and subordinate to] the pledge thereof securing the \$14,825,000 principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, the \$26,175,000 principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, the \$1,460,000 principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, and any other Bonds (as defined in the Bond Ordinances) issued hereafter.

This [Bond][Note] and the interest hereon is exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This [Bond][Note] is transferable only upon the registration books of the City kept for that purpose and maintained by the City, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this [Bond][Note] and an assignment with a written instrument of transfer satisfactory to the City, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, incurred as a consequence thereof. Thereupon a Bond of the same aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. The City may deem and treat the person in whose name this [Bond][Note] is registered as the

absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this [Bond][Note], the City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions]

In the event this [Bond][Note] or a portion thereof is called for redemption, the City shall give notice of redemption by first-class mail, postage prepaid, to the Holder hereof as shown on the Books of Registry of the City not less than _____ days prior to the date fixed for the redemption thereof. If this [Bond][Note] be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this [Bond][Note], exist, have been performed and have happened, that the amount of this [Bond][Note], together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF COLUMBIA, SOUTH CAROLINA has caused this [Bond][Note] to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its City Clerk.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

[REGISTRATION]

This [Bond][Note] has been registered in the name of _____ on the registry books kept by the City of Columbia, South Carolina.

Dated this ____ day of _____, 2019.

City Clerk, City of Columbia, South Carolina]

[CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

Regions Bank, as Trustee

By: _____
Its: _____

Date: _____]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee and Social Security or other identifying number of
Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-027 Amend Sec. 19-35 Receptacle requirements; placement of receptacles

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** 2019-027 amend Sec 19-35 Receptacle requirements; placement of receptacles (PDF)

ORDINANCE NO.: 2019-027

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 19, Solid Waste Management, Article II, Collection and Disposal, Sec. 19-35 Receptacle requirements; placement of receptacles at curbside

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 19, Solid Waste Management, Article II, Collection and Disposal, Sec. 19-35 Receptacle requirements; placement of receptacles at curbside, is amended to read as follows:

Sec. 19-35. Receptacle requirements; placement of receptacles, ~~at curbside~~.

(a) *Receptacles generally.* Every person producing or having refuse collected by the city shall keep, on the premises or property occupied or used by him, refuse roll carts or bulk containers as specified in this article, in locations accessible using normal collection methods, to handle accumulations of refuse on the premises or property in the interval between collections by the city. In those areas designated by the city, every person producing or having recyclable materials to be collected by the city may, on a voluntary basis and upon request to the city, keep on the premises or property occupied or used by him recyclables containers as specified in this article, in locations accessible using normal collection methods, to handle accumulations of recyclable materials on the premises or property in the interval between collections by the city.

(b) *Placement at curb.* Roll carts and, in those areas designated by the city, recyclables containers are to be placed at curbside no later than 8:00 a.m. on the day of the collection and removed no later than 7:30 p.m. on the day of collection. Special exceptions to this requirement may be granted when the superintendent of solid waste determines that there is no person living in the house who is physically capable of rolling the cart to and from the curb or carrying the recyclables containers to the curb.

(c) *Roll carts.* One roll cart shall be issued to each household in the city. The roll carts remain the property of the city for use of the households to which they are issued. Residents who damage roll carts issued to them must pay for repairing the carts or purchasing replacement carts from the city. Carts that are damaged through normal use as a result of being emptied by city forces will be repaired or replaced at city expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(d) *Recyclables containers.* A recyclables container shall be issued to each requesting household in those areas designated by the city. The recyclables containers shall remain the property of the city for use of the household to which they are issued. Residents who damage or lose the recyclables container issued to them must pay for purchasing a replacement recyclables container from the city. Recyclables containers that are damaged through normal use as a result of being emptied by city forces will be replaced at city expense.

(e) All roll carts and recyclables container lids and tops shall be kept closed or shut except when emptying or filling and when not at curbside for collection as set forth herein, shall be kept or placed as follows:

(1) in a garage or carport; or

(2) in the back or rear of the property; or

(3) on the side of the dwelling at least five (5') feet from the front corner of the dwelling.

Requested by:

Councilmember Baddourah _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-033 Authorizing the City Manager to execute a Twelfth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2019-033 Twelfth Amendment to Bright-Meyers Agreement (PDF)

ORDINANCE NO.: 2019-033

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

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2019,
that the City Manager is authorized to execute the attached Twelfth Amendment to 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

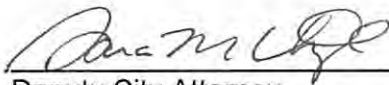
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

TWELFTH AMENDMENT TO PURCHASE AGREEMENT

This Twelfth Amendment to Purchase Agreement is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("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, the Seller and Buyer previously executed eleven (11) separate Amendments to the Purchase Agreement; and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; 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:

Paragraph 5 is hereby amended to read:

5. CONDITIONS AND RESTRICTIONS. The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper Indenture Limited Warranty Deed with Covenants and Right of Reversion and Re-Entry, a copy of which is attached hereto and incorporated herein by reference, free from all liens and encumbrances except as are herein agreed to. The Buyer agrees to accept the property subject to any governmental statute or ordinance, zoning ordinance and regulation, building restriction and condition, restrictive covenant, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show.

Paragraph 7 is deleted in its entirety.

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 Twelfth 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 Twelfth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager
Date: _____

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____
Name: _____
ITS: _____
Date: _____

This deed was prepared in the law offices of
BURR FORMAN McNAIR
 Post Office Box 11390
 Columbia, SC 29211
 Attn: Judith L. McInnis

STATE OF SOUTH CAROLINA)
) **INDENTURE LIMITED WARRANTY DEED**
COUNTY OF RICHLAND) (With Covenants and Right of Reversion and Re-Entry)

THIS INDENTURE LIMITED WARRANTY DEED ("Deed") made effective as of the _____ day of _____, 2019, by and between CITY OF COLUMBIA, SOUTH CAROLINA, ("Grantor"), and _____ ("Grantee"), having an address at _____; in this Deed, the singular shall include the plural, and plural shall include the singular, and the gender shall include all genders.

FOR AND IN CONSIDERATION of the covenants and conditions hereinafter contained and the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, paid to Grantor at and before the sealing of these presents by the Grantee, in the State aforesaid, the receipt and adequacy whereof is hereby acknowledged, SUBJECT TO easements, restrictions, reservations, agreements, covenants, conditions, and rights of reversion and re-entry set forth below, Grantor has granted, bargained, sold and released and by these presents does grant, bargain, sell and release, unto the said Grantee, the real property described on Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Property").

The Property is conveyed subject to all matters of record in the Register of Deeds Office for Richland County, South Carolina affecting title, ad valorem property taxes, zoning laws and ordinances, and to all matters that would be revealed by an accurate survey or inspection of the Property.

The Property is conveyed subject to all easements, restrictions, reservations, agreements, covenants, conditions and rights of reversion and re-entry set forth on Exhibit B attached hereto and incorporated herein.

Grantee agrees to observe and perform its obligations as set forth herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Property, unto the Grantee, its successors and assigns forever; subject, however, to the easements, restrictions, reservations, agreements, covenants, conditions and rights of reversion and re-entry that constitute covenants running with the land, all as set forth herein above.

Subject to the matters set forth above, Grantor does hereby bind itself to warrant and forever defend all and singular the Property unto Grantee, its successors assigns, from and against Grantor and its successors and assigns, but no others.

_____ day of _____, 2019.

**CITY OF COLUMBIA, SOUTH
CAROLINA**

By: _____

Teresa B. Wilson

City Manager

Signature of 2nd Witness/Notary Public

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Teresa B. Wilson, as City Manager of City of Columbia, South Carolina, by and on behalf of City of Columbia, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

(NOTARIAL SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature of 1st Witness

By: _____
Name: _____
Title: _____

Signature of 2nd Witness/Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that
_____, as _____ of
_____, by and on behalf of
_____, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public for South Carolina
Print Name: _____

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT A

Derivation:

TMS No.: 11204-02-02

DRAFT

EXHIBIT B

- A. The Property is conveyed subject to the following easements, restrictions, reservations, agreements, covenants, conditions (collectively the “Covenants”) and the following reversions and rights of re-entry (the “Reverter”):
1. The Property shall be held, developed and operated subject to and as provided in the Commercial Development Guidelines attached hereto and incorporated herein as Exhibit B-1.
 2. The Property shall be held, developed and operated subject to and as provided in the City of Columbia Best Management Practice Design Manual attached hereto and incorporated herein as Exhibit B-2.
 3. The Property shall be held, developed and operated subject to and as provided in the Rocky Branch and Rocky Branch Watershed Improvements attached hereto and incorporated herein as Exhibit B-3.
 4. The Property is subject to a right of reversion and re-entry running in favor of Grantor providing that if any of the Covenants is violated and Grantor records notice of such violation in the Richland County, South Carolina Register of Deeds Office, the Grantor shall be entitled to enter upon and take possession of the Property and title to the Property shall then immediately revert to, and rest in, Grantor, free and clear of all liens and encumbrances not existing on the date of this Deed, without the necessity of any further action by Grantor or Grantee. If the Reverter is triggered, Grantor, at its option, may request (“Request”) confirmation thereof by a reconveyance of the Property from Grantee to Grantor, with such reconveyance to occur by limited warranty deed, free and clear of all liens and encumbrances not existing on the date of this Deed, and no later than thirty (30) days after the Request. All closing costs of such reconveyance pursuant to the Reverter typically paid by the seller of real property in Richland County, South Carolina, shall be paid by the Grantee. Notwithstanding the foregoing, any reconveyance is merely confirmatory and is not required in order for title to the Property to vest in Grantor pursuant to the Reverter.
 5. The Property shall be cleared of all structures, at the Grantees expense, within ninety (90) days of closing.
- B. If the Grantee or its successors and assigns, or any developer, operator, tenant or person/entity in possession of all or any part of the Property (collectively the “Owner/Operator”) fails to comply with all of the Covenants or with the Request, the Grantor, its successors and assigns, shall, at its option, have the right to:
1. Assess and collect damages from the Owner/Operator in the amount of \$1,000 per day during the time such violation of the Covenants or failure to comply with the Request continues;

2. Repurchase the Property from Owner for a price of \$1,121,000.00 dollars, with the Property to be in the same condition as, and have no title exceptions other than those existing, on the date of this Deed. All closing costs associated with such repurchase shall be paid by the Owner including but not limited to attorneys' fees of Owner and Grantor, deed stamps/deed recording fees, recording costs, survey, and title insurance. Taxes to the date of such repurchase shall be paid by Owner. Closing shall occur, at Grantor's option, no later than sixty (60) days after notice from Grantor to Owner that Grantor is repurchasing the Property. Any liens or encumbrances on the Property not existing on the date of this Deed shall be removed, satisfied and released at Owner's expense; sales proceeds shall be utilized to so remove such liens and encumbrances; and
 3. Compel performance of the Covenants and/or the Request by specific performance or other legal proceeding.
- C. The Covenants set forth herein and the rights of Grantor to enforce such Covenants are separate and distinct from the laws, regulations, ordinances and requirements of the City of Columbia. Approval, disapproval, waiver or other action pursuant to the Deed by Grantor shall be separate and distinct from, and shall have no bearing on, the laws, regulations, ordinances and requirements of the City of Columbia.

EXHIBIT B-1

Commercial Development Guidelines

The Property shall be designed and developed in conformance with the Innovista Design Guidelines as amended June 5, 2018 and attached as reference with the following additions and clarifications.

- 1. Review.** Review of site, building and overall design of the project shall occur by a committee of city staff consisting of the Director of Planning and Development Services, Planning Administrator, Land Development Administrator, Urban Design Planner, and the City Storm Water Manager. Review and approval shall occur prior to submitting the project to the City of Columbia for development approval.
- 2. Architectural Style.** The context, form, layout and design features of the development shall consider urban forms as well as mill structures, and mill villages. Consideration of context shall be considered in relationship to architectural detailing, and materials. Standard suburban and/or marketing/branding Architecture and site design is not acceptable. The entire development shall be designed as unified whole.
- 3. Site Design and Relationship to Surrounding Community**
 - a. There will be no truck access from the site to Bluff Road, and the City of Columbia will consider traffic mechanisms that will limit through traffic and use of the area as an alternate route for railroad related traffic. The site will include a driveway and pedestrian access to Bluff Road to integrate the development into the Olympia Community.
 - b. The Buyer will work with USC and Comet to facilitate the location of a bus stop at the development.
 - c. The entire site shall be designed for pedestrian connectivity.
 - d. A minimum of one pedestrian connection to the site from each public right of way shall be provided for each vehicular access point.
 - e. Pedestrian connections that are adjacent to a vehicular access points or parking areas shall be separated by an average of six (6) feet of green space to be planted with trees.
 - f. Internal pedestrian connections shall interconnect with one another, and shall provide continental painted crosswalks at each point of crossing of vehicular areas.
 - g. Pedestrian areas to rear support functions and other non semi-public areas are not required.
 - h. Pedestrian connections to Bluff Road shall be provided.
 - i. Bicycle facilities shall be provided at a rate of one connection for each vehicular access point provided. Facilities shall be limited to interior circulation routes and not the general parking areas for vehicles.
 - j. Bike facilities shall be provided along Assembly Street per section 5. below.
 - k. Bike facilities and pavement markings shall be analyzed for the intersection of Assembly and Main Entry and shall be based upon final circulation layout and overall design.
 - l. A bike trail connection shall be provided from Bluff Road to Assembly Street and shall comply with best practices for trails providing for two-way traffic.
 - m. Bike parking layout and racks shall comply with the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines 2nd Edition or later.

- n. All bike facilities on public and private streets and on access roads adjacent to or within the development shall comply with the National Association of City Transportation Officials Urban Street Design Guide and Urban Bikeway Design Guidelines

4. Lighting.

- a. All lighting shall be full cut off style fixtures to reduce light pollution.
- b. No pole mounted light within the main tenant parking field shall be higher than 35 feet from its mount. The developer shall provide lower poles within smaller parking fields and access drives.
- c. Pedestrian style lighting shall be provided along the entry facades of each structure as well as multi-use paths and sidewalk areas that are not illuminated by parking lot lighting. Pedestrian lighting within the site shall coordinate with the City of Columbia Standard for the downtown area and be full cut off when appropriate.

5. Improvements to the Public Right of way

- a. One standard pedestrian/ road street light, shall be provided parallel to Assembly Street and Dreyfus rights of way per 80 feet of right of way, or as determined by the City Traffic Engineering Department. Lighting style, color, installation and all other specifications shall comply with all City Requirements and coordinate with downtown acorn fixture design or other approved design.
- b. Curb and Gutter shall be provided along Assembly Street and Dreyfus Road and turn the corner at the Ferguson Street intersection.
- c. The Buyer will provide signalization of Ferguson Street and Assembly Street contingent on DOT approval/permitting.
- d. All sidewalks shall comply with all ADA regulations. Crosswalks shall be provided at all intersections meeting requirements by the City Engineer.
- e. A pedestrian sidewalk shall be provided along the rights of way of Assembly Street and Dreyfus Road adjacent to the parcel. Walkways shall have a minimum width of 8 feet
- f. Shade trees shall be provided as single row of trees within a 5 foot-7 foot (7ft max. 5-foot min.) tree lawn. Shade trees shall be provided as a single row of trees between the separated bike facility and the pedestrian sidewalk. Trees alternating pattern. Flexibility as to location do to entries and site conditions may require wider or tighter spacing.
- g. Sidewalk pavement shall consist of a combination of scored concrete paving, and concrete pavers.
- h. Sidewalk areas located near development entrances and intersections shall be paved with concrete pavers and have detailing substantially similar to detailing located at the southwest corner of Assembly Street and Whaley Street.
- i. 8. Tree species shall be of a type that will at maturity canopy approximately 75% of the sidewalk area as shade during summer months.
- j. 9. A separated dedicated bike lane shall be provided parallel to Assembly Street and Dreyfus and shall be designed to allow future north south connections; such bike way shall connect to the Rocky Branch Creek Greenway. The separated dedicated bike lane shall have clearly identifiable crossings at intersections or transitions to on road lanes or sharrow. Alternatively, a series of bike lanes, Cycle Tracks, or other bike amenities may be considered by the review committee and the developer at the time of construction or as indicated in the City of Columbia Pedestrian and Bicycle Master Plan draft or adopted document. All bike facilities within the right of way shall comply with NACTO Urban Bikeway Design Guide.

6. Environmental

- a. Stream buffers. The development shall exceed the BMP manual to utilize state of the art techniques to insure water quality is improved, while also complying with the City's Low Impact Development BMP Manual and Stream Buffer language when proposing site design with respect to quality and quantity.
- b. Relocations of streams shall create a naturalized effect through the use of topography, plant life, bank stabilization, and a path that meanders, etc.

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EXHIBIT B-2

City of Columbia Best Management Practice (BMP) Design Manual

Prepared for:



The City of Columbia, Utilities and Engineering Department
Columbia, South Carolina

Prepared by:



**AMEC Environment and Infrastructure, Inc.
720 Gracern Road
Columbia, SC 29210**

**Date Revised:
January 10 2014**

CoC BMP Design Manual: Table of Contents

Chapter 1 – Stormwater Design Requirements.....	2
Figure 1.1 – Stormwater Compliance Process	3
1.1 General Requirements	4
1.2 Special Protection Areas.....	6
1.2.1 Flooding Problem Areas	6
1.2.2 Areas Associated with TMDLs and Impaired Waterbodies	6
1.2.3 Critical Water Bodies.....	7
1.3 Better Site Planning.....	9
1.3.1 Stormwater Better Site Design.....	10
1.3.2 List of Stormwater Better Site Design Practices and Techniques	10
1.4 Water Quality Control Requirements	13
1.4.1 Design Requirements	13
1.4.2 General Design Procedures	15
1.4.3 Design Procedures for Impaired Waters and TMDLs	16
Chapter 2 – Unified Sizing Criteria	19
2.1 Water Quality (WQv)	22
2.2 Channel Protection (CPv)	23
2.3 Overbank Flood Protection (Q_{25}).....	28
2.4 Extreme Flood Protection (Q_{100}).....	29
2.5 Water Quality Volume Peak Flow Calculation	30
Chapter 3 – Best Management Practices (BMPs).....	32
3.1 Water Quantity Control Requirements	32
3.1.1 General Requirements.....	32
3.1.2 Accepted Quantity Controls.....	34
3.1.3 Design Procedures	34
3.1.4 Downstream Hydrologic Assessment	35
3.1.5 Routing with WQv Removed.....	36
3.2 Accepted Water Quality BMPs	37
3.2.1 General Application Controls.....	38
3.2.2 Limited Application Controls	39
3.2.3 Detention Structural Controls	40
3.2.4 Not Recommended Structural Controls	41
3.2.5 Using Other or New Structural Stormwater Controls.....	42
3.2.6 Structural Stormwater Control Pollutant Removal Capabilities.....	42
3.2.7 Structural Stormwater Control Selection	43
3.2.8 Using Structural Stormwater Controls in Series.....	43
3.2.8.1 General Methodology	43
3.2.8.2 Calculation of Pollutant Removal for Structural Controls in Series.....	45
3.2.9 On-Line Versus Off-Line Structural Controls	46
Chapter 4 – Site Design Stormwater Credits.....	50
4.1 Stormwater Credits and the Site Planning Process	51
4.2 User Fee Crediting Options	56

Chapter 5 – Additional BMP Requirements.....	56
5.1 Water Surface Dewatering	56
Appendices	57

A. Design Aids

- Calculation Worksheets
 - Volume Calculation Tool
 - BMP Sizing Tools for:
 - Bioretention
 - Infiltration Trench
 - Dry Enhanced Swale
 - Grass Filter Strip
 - Porous Surfaces
- Standard CAD Details and Notes/Specs
 - Bioretention
 - Infiltration Trench
 - Dry Enhanced Swale
 - Grass Filter Strip
 - Micropool Extended Dry Detention Pond
 - Wet Detention Pond

B. Maintenance Schedules

Chapter 1 – Stormwater Design Requirements

This chapter provides engineers, designers, developers, and others with the necessary information to assist with the development of systems that will control the rate, volume, and pollutants released from a new or re-development project. The City of Columbia Utilities and Engineering Department's Stormwater Division (SWD) has been authorized by law or agreement to enforce these design requirements. These design requirements are based on Best Management Practices and reference State and Federal regulations, engineering publications, and other municipal and academic guidance.

It is an overall goal of this Manual to provide a set of design standards that will result in effective stormwater management. The goal is to mitigate the impact of land development on existing/natural hydrologic and hydraulic processes, as well as attempt to prevent further degradation of the water resources in the City of Columbia through proper planning and design. The design professional is encouraged to use all means necessary to develop land in a manner consistent with City Ordinances, Engineering Regulations, and this Manual and to ensure the safety of the general public. Specific methods and applications not covered in this section must be discussed with the SWD for applicability.

NOTE: In addition to the content included in this manual, the Georgia Stormwater Management Manual (GSMM) will also be utilized, which uses the same methodology – specific GSMM sections to be used are cited with links to those specific sections throughout the document.

The following process (Figure 1.1) will be described in detail throughout this Manual, and will be the basis for compliance with the City of Columbia stormwater requirements:

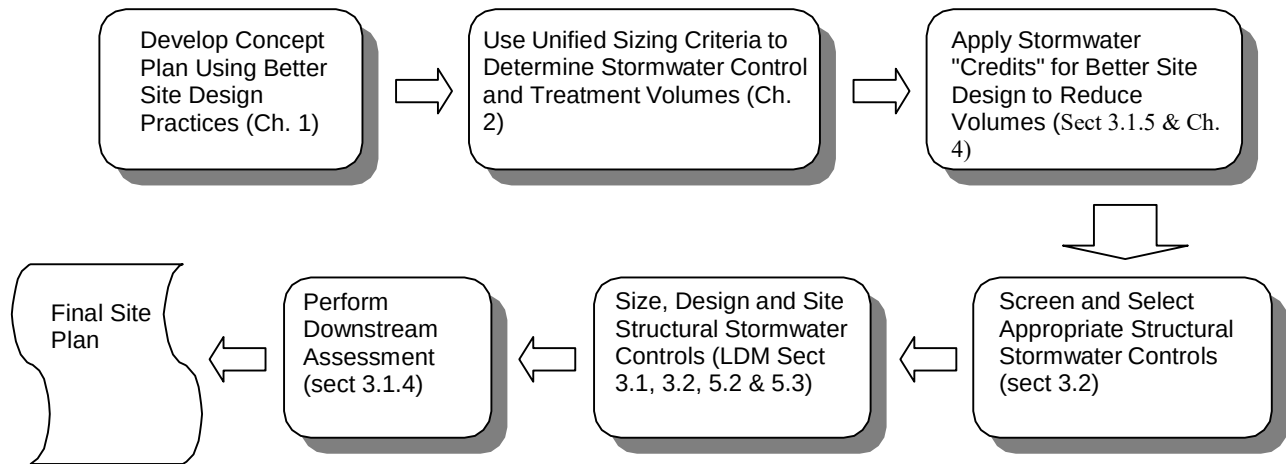


Figure 1.1 – Stormwater Compliance Process

1.1 General Requirements

General requirements for all stormwater systems will include, but not limited to the following:

1. The Uniform Sizing Criteria (USC) will be used as described in this Manual to address:
 - a. The Water Quality Volume (WQv)
 - b. The Channel Protection Volume (CPv)
 - c. Impacts from overbank and extreme flooding events (2- through 100-year)
 - d. Avoiding downstream water quality or quantity impacts
 - e. Applying proper volume “credits” to a site design
 - f. The specific design and performance requirements for each allowable BMP
2. All privately owned stormwater facilities shall have a maintenance agreement. This notarized covenant is to be recorded with the Register of Deeds in the City of Columbia.
3. Re-development is typically governed by the same design criteria as new developments, however the SWD reserves the right to alter (increase or decrease) the requirements for redevelopment to address specific conditions of the site or the receiving watershed.
4. All post-development BMPs must be protected from erosion and sedimentation during the construction phases; a final inspection by the City will be required to determine if additional action is needed to remove sediment deposits from post-construction BMPs. See Section 21-44 of the Stormwater Quantity and Quality Control Ordinance for further maintenance, construction, inspection and Notice of Termination (NOT) requirements for activities under a land disturbance permit. In cases where other City or SCDHEC sediment prevention and erosion control regulations are applicable, the most restrictive requirements will be adhered to.
5. An assessment of the presence/absence of wetlands/Waters of the State shall be performed on all sites by a qualified professional. If wetlands/Waters of the State are suspected to exist on a property, they shall be investigated and delineated by a qualified professional. If wetlands are to be impacted, the City will not issue a Land Disturbance Permit without a confirmation or denial letter from the US Army Corps of Engineers (USACE).
6. All stormwater management and sediment control practices shall be designed, constructed, and maintained with consideration for the proper control of mosquitoes and other vectors.
7. The entire watershed that drains to a particular design point shall be included in determining the appropriate design storm. All drainage systems regardless of size or classification (see sections 1.1.7 a-d below and the City of Columbia’s Utilities and Engineering Regulations for their Drainage Ordinance) shall be analyzed and designed as necessary to safely pass the 100-year storm event to avoid the likelihood of dwelling flooding, property damage or public access and/or utility interruption.

Example 1: a residential stormwater drainage system is required to collect and convey flows from a 10-year event. However, the designer estimated the depth of flow across roadways and other surfaces during a 100-year event, which were in excess of those that catch basins and inlets could collect and convey, but would ultimately be

directed to the receiving stormwater pond (or waterway). Those depths of flow, for the entire site, were determined to be below those that would cause flooding (or other damages) to neighboring/adjacent properties or cause an impediment to public access and/or utility interruption. Therefore, this system safely passes the 100-year storm event.

All computations shall be based on the contributing watershed, not just the project area or disturbed area. Classification of stormwater systems are as follows according to Part 4 of the City's Utilities and Engineering Regulations' Drainage Ordinance (Sec. 6-5004), and will be addressed in addition to satisfying the Unified Stormwater Sizing Criteria:

a. Minor Drainage Systems: 0 - <40 Acres

All drainage systems, excluding ponds that carry less than 40 acres of stormwater runoff shall be designed to carry flows resulting from a ten (10) - year storm event. Ditches and channels shall be provided to carry the runoff from a rain of fifty (50) year frequency with protection against channel erosion.

b. Collector Systems: 40 - <500 Acres

All drainage systems, excluding ponds, that carry at least 40 acres but less than 500 acres shall be designed to carry flows resulting from a twenty-five (25) - year storm event.

c. Major Drainage Systems: 500 and more Acres

All drainage systems, excluding ponds, that carry at least 500 and more acres shall be designed to carry a flow resulting from a fifty (50)-year storm event. Encroachment upon Major Drainage Channels and the adjacent overflow land shall be avoided to the maximum extent possible.

d. City or FEMA Floodplains: 640 and more Acres

Bridges and culverts being constructed in natural channels, creeks, or rivers draining more than 640 acres, shall be designed to carry a flow resulting from a one-hundred (100)-year storm event. Bridges and culverts shall be sized to accommodate a 50-year frequency rain fall, without increasing the depth of flow in the channel. Design of bridges and culverts shall conform to the current South Carolina State Highway Department construction specifications. Encroachment upon these channels shall be avoided to the maximum extent practicable, and new encroachments into an established floodway (excluding bridge piers) shall be avoided.

The Floodplain provisions in Part 22 of the City Utility and Engineering Regulations Manual shall apply, where applicable, to drainage systems which drain 640 or more acres.

1.2 Special Protection Areas

In an effort to address some of the most critical water resource problems that exist in the City, Special Protection Areas can be established. Those wishing to develop or redevelop lands within these protected areas will be required to comply with the minimum standards listed in the preceding sections (i.e. The Unified Stormwater Sizing Criteria) as well as a more stringent set of design criteria detailed below. These generally focus on either a water quantity or a water quality problem. For more information on areas to be considered as Special Protection Areas, contact Richland County.

1.2.1 Flooding Problem Areas

Flooding problem areas exist in locations around the City where development densities have increased to the point that stormwater controls have become overwhelmed, or where controls were never adequately designed or installed to control runoff (see map located at in Appendix C). In an effort to relieve existing flooding problems, the following list of design criteria will be required in designated areas. These areas are expected to change with time. The requirement in conjunction with the enforcement of other design criteria listed in the sections above, are expected to assist in reducing these problem areas.

1. The post-development, peak discharge rates is restricted to $\frac{1}{2}$ the pre-development rates for the 2, 5, 10 and 25-year storm events or to the downstream system capacity, whichever is less.
2. When deemed appropriate, the City's SWD can require that the limits of flooding under a 100-year event be established on the site, regardless of drainage area. If such a requirement is enacted by the SWD, a hydraulic modeling methodology consistent with FEMA studies will be used.
3. When deemed appropriate, the City's SWD can require that a downstream hydrologic (and/or hydraulic) analysis be performed to assess potential impacts to receiving properties and stormwater systems under a 100-year event, due to altered timing of released stormwater discharges (See Section 3.1.4). If such a requirement is enacted by the SWD, a hydrologic (and/or hydraulic) modeling methodology consistent with FEMA studies will be used. A more detailed discussion of this analysis is provided in [Section 2.1.9 of the GSMM](#).

Additional criteria may be established on a case by case basis.

1.2.2 Areas Associated with TMDLs and Impaired Waterbodies

In conjunction with the NPDES permitting program, SCDHEC, through delegated responsibility from EPA, must identify and mitigate impaired waterbodies. Impaired waterbodies are identified through a monitoring program, the results of which are compared against water quality standards developed to protect designated uses of individual waterbodies. Waterbodies that are not meeting water quality standards cannot be designated as fishing, swimming, recreation, and/or aquatic life areas. In accordance with Section 303 of the Clean Water Act states must release a

bi-annual report of impaired waterbodies. Waters listed on the 303(d) list will eventually have a TMDL developed, which represents the daily amount of a particular pollutant that a waterbody can receive and still meet the water quality standard for its designated use(s).

City of Columbia's 303(d) listed waters can be found at:

http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_10-303d.pdf

For projects discharging to a 303(d) listed water the pollutant load reduction required along with the structural and non-structural BMPs that will be utilized to achieve that load reduction will be required to prevent further degradation. Water quality calculations must be provided to show that discharges from the site will not further degrade water quality. Procedures can be found in Section 2.4.3.

If a waterbody has an established TMDL the SWD will require that a plan be implemented that uses structural and nonstructural BMPs to reduce the current loading to either a certain total load or by a percentage. The plans to address the TMDLs will contain provisions for both existing and future land uses. TMDL waters in City of Columbia can be found at: http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_10-303d.pdf.

Those areas affected will change as additional TMDLs are adopted, and it is the designer's responsibility to check for updated information from SCHDEC.

TMDL and 303(d) requirements listed in Section 2.4.3 only apply if the development project discharges a pollutant of concern based on the land use. For residential properties the applicable pollutants of concern include bacteria, sediment, dissolved oxygen and nutrients. For commercial properties the applicable pollutants of concern include, heavy metals, bacteria, dissolved oxygen and sediment.

Note: while dissolved oxygen (DO) is not considered a "pollutant", it is a measure of stream health/impairment. If a stream is impaired for low DO, the specific pollutants that can lead to low DO levels will be addressed.

1.2.3 Critical Water Bodies

Rocky Branch Creek, Smith Branch, Gills Creek, and Pen Branch are vital water resources for the City of Columbia, providing a vast habitat for aquatic life. Criteria listed below, in addition to the requirements detailed in this Manual, will be enforced for all new development and re-development projects near these water bodies. These design requirements shall specifically apply to stormwater runoff from all new development and re-development projects that is discharged to these water bodies.

The specific design requirements are as follows:

1. Water Quality:
 - a. All sites which disturb greater than one acre shall have a permanent water quality BMP in place to treat at least the runoff from the entire site for a 1.2-inch rainfall event. The Unified Stormwater Sizing Criteria method shall be used to determine the

- water quality volume (WQv), as described in Chapter 2. This volume shall be released for a minimum period of 24-hours when a detention pond is used. For other BMPs that address water quality, the design criteria provided in Sections 3.2-3.4 of the GSMM will be followed.
- b. All sites which disturb greater than one acre shall have a permanent water quality BMP in place to treat the Channel Protection Volume, which is associated with the 1-year storm event. The Unified Stormwater Sizing Criteria method shall be used to determine the channel protection volume CPv), as described in Chapter 2. This volume shall be released for a minimum period of 24-hours when a detention pond is used. For other BMPs which have the ability to address the channel protection volume, the design criteria provided in [Sections 3.2-3.4 of the GSMM](#) will be followed.
 - c. Due to lake boundary topography, it may be impractical to route all impervious areas to a water quality BMP. In such cases, exemptions for roof area and sidewalks may be allowed with documentation that every effort was made to route impervious areas to water quality BMPs to the maximum extent technically feasible. However, the water quality volume in the BMP must reflect that from the disturbed portion of the site (i.e. runoff from a 1.2-inch rainfall event). In no cases are roads and parking areas exempt. Area-weighting will be used to determine the net treatment for the water quality and channel protection volumes. Specific examples on how to qualify for credits that reduce the WQv and CPv requirements are provided in Chapter 4 of this document.
 - d. A pretreatment device such as a forebay, micro-pool, filter strips or vault, to remove debris and large sediments shall be constructed either as part of the water quality BMP or as a separate device. Specific sizing requirements, as provided in the GSMM, shall be followed.
 - e. Developments with a commercial land use or a parking lot which exceeds 2,000 ft² must include the ability to capture hydrocarbons either in pretreatment or in the main BMP(s).
2. Erosion Prevention:

All discharge points shall include energy dissipation features which reduce velocity to a non-erosive state of 5 fps for clay and 2.5 fps for sand unless site conditions warrant further evaluation. The use of level spreaders to dissipate energy and create a sheet flow discharge pattern is preferred over a single, large discharge pipe/channel. All energy dissipation measures shall be installed above the 360-foot elevation contour.

1.3 Better Site Planning

Through stormwater better site design practices and techniques, it is possible to reduce the amount of runoff and pollutants generated. Better site design concepts can be viewed as both water quantity and water quality management tools and can reduce the size and cost of required structural stormwater controls. The site design approach can better mimic the natural hydrologic conditions of the site, have a lower maintenance burden and provide for more sustainability. Better site design includes:

- Conserving natural features and resources
- Using lower impact site design techniques
- Reducing impervious cover
- Utilizing natural features for stormwater management

For each of the above categories, there are a number of practices and techniques that aim to reduce the impact of urban development and stormwater runoff from the site. These better site design practices are described in detail in Section 1.3.

For several of the better site design practices, there is a direct economic benefit to their implementation for both stormwater quality and quantity through the application of site design “credits.” In terms of the unified stormwater sizing criteria, Table 1.1 shows how the use of nonstructural site design practices can provide a reduction in the amount of stormwater runoff required to be treated and/or controlled through the application of site design credits.

Table 1.1 Reductions or “Credits” to the Unified Stormwater Sizing Criteria through the Use of Better Site Design Practices	
Sizing Criteria	Potential Benefits of the Use of Better Site Design Practices
Water Quality (WQ _V)	• Better site design practices that reduce the total amount of runoff will also reduce WQ_V by a proportional amount. • Certain site design practices will allow for a further reduction to the Water Quality Volume. The site design credits are discussed in Section 3.8.
Channel Protection, Overbank Flood Protection, and Extreme Flood Protection (CP _V , Q _{FP} , Q ₁₀₀)	• The use of better site design practices that reduce the total amount of runoff will also reduce CP_V, Q_{FP}, and Q₁₀₀ by a proportional amount. • Floodplain preservation may allow waiving of overbank flood and/or extreme flood protection requirements.

1.3.1 Stormwater Better Site Design

The first step in addressing stormwater management begins with the site planning and design process. By implementing a combination of these nonstructural approaches (aka: better site design practices), it is possible to reduce the amount of runoff and pollutants a site generates from a site and provide for some nonstructural on-site treatment and control of runoff. The goals of better site design include:

- Managing stormwater (quantity and quality) as close to the point of origin as possible and minimizing collection and conveyance
- Preventing stormwater impacts rather than mitigating them
- Utilizing simple, nonstructural methods for stormwater management that are lower cost and lower maintenance than structural controls
- Creating a multifunctional landscape
- Using hydrology as a framework for site design

The aim of better site design is to reduce the environmental impact “footprint” of the site while retaining and enhancing the owner/developer’s purpose and vision for the site. Many of the better site design concepts can reduce the size and cost of necessary drainage infrastructure and structural stormwater controls while maintaining or even increasing the value of the property.

Several of the site design practices described in this section provide a calculable reduction or site design “credit” which can be applied to the unified stormwater sizing criteria requirements. The use of stormwater better site design can also have a number of other ancillary benefits including:

- Reduced construction costs
- Increased property values
- More open space for recreation
- More pedestrian friendly neighborhoods
- Protection of sensitive forests, wetlands and habitats
- More aesthetically pleasing and naturally attractive landscape
- Easier compliance with wetland and other resource protection regulations

1.3.2 List of Stormwater Better Site Design Practices and Techniques

The stormwater better site design practices and techniques allowed for in this Manual are grouped into four categories and are listed below:

- Conservation of Natural Features and Resources
 - Preserve Undisturbed Natural Areas
 - Preserve Riparian Buffers
 - Avoid Floodplains

- Avoid Steep Slopes
- Minimize Siting on Porous or Erodible Soils
- Lower Impact Site Design Techniques
 - Fit Design to the Terrain
 - Locate Development in Less Sensitive Areas
 - Reduce Limits of Clearing and Grading
 - Utilize Open Space Development
 - Consider Creative Development Design
- Reduction of Impervious Cover
 - Reduce Roadway Lengths and Widths
 - Reduce Building Footprints
 - Reduce the Parking Footprint
 - Reduce Setbacks and Frontages
 - Use Fewer or Alternative Cul-de-Sacs
 - Create Parking Lot Stormwater "Islands"
- Utilization of Natural Features for Stormwater Management
 - Use Buffers and Undisturbed Areas
 - Use Natural Drainage ways Instead of Storm Sewers
 - Use Vegetated Swale Instead of Curb and Gutter
 - Drain Rooftop Runoff to Pervious Areas

More detail on each site design practice is provided in the Stormwater Better Site Design Practice Summary Sheets in [subsection 1.4.2 of the GSMM](#). These summaries provide the key benefits of each practice, examples and details on how to apply them in site design. Site design should be done in unison with the design and layout of stormwater infrastructure in attaining stormwater management goals. Figure 1.2 illustrates the stormwater better site design process that utilizes the four better site design categories.

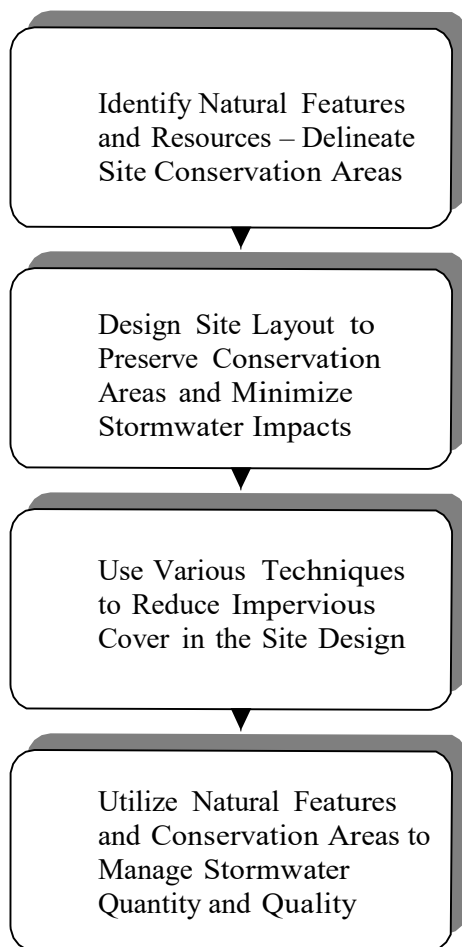


Figure 1.2 - Stormwater Better Site Design Process

1.4 Water Quality Control Requirements

Water quality control is an integral and required component of overall stormwater management systems to preserve the water resources of City of Columbia. New development and re-development projects must include controls that treat or otherwise limit the discharge of pollutants. These requirements are due to State and Federal requirements. Because this is a requirement of stormwater design, this section provides background information, references, and design standards addressing water quality. This section will utilize the better site design methods described in Section 1.3, as well as the credits described in Chapter 4, to reduce the volumes that must be treated.

Note: The designer must also comply with the buffer requirements described in [Section 21-46. - Watercourse Protection of the City's Stormwater Ordinance](#) where the City buffer requirements may differ from those required by SCDHEC in the NPDES Construction General Permit (CGP), the more restrictive buffer requirements (i.e. larger) will be required.

1.4.1 Design Requirements

The following design criteria are established for water quality control and shall be incorporated by the use of BMPs for a given project area unless a specific water quality waiver is granted by the City's SWD. Incorporation of these requirements shall constitute adequate control of the discharge of the pollutants of concern.

1. All projects requiring a land disturbance permit, as defined in the City Stormwater Ordinance (Section 21-40/43), shall have permanent water quality BMPs installed according to the criteria listed in Chapter 2. Stormwater discharges to special protection areas with sensitive resources are subject to additional performance criteria (See Section 1.2).
2. Permanent water quality ponds and water quality structures having a permanent pool elevation shall be designed to store the runoff from the contributing area of the site from a 0.6-inch rainfall event, and release the accumulated water quality volume (WQv) over a minimum period of 24-hours.
3. Permanent water quality structures not having a permanent pool elevation shall be designed to store the runoff from the contributing area of the site from a 1.2-inch rainfall event, and release the accumulated WQv over a minimum period of 24-hours.
4. Engineered devices that are designed to treat the runoff volume from a project area may be substituted for a permanent water quality pond, if appropriate.
5. BMPs used for water quality shall have a pretreatment device as part of the BMP or treatment system. Options include forebays, vaults, or other devices that remove debris and coarser sediments from the drainage system.
 - a. Forebays shall be placed inside the main pond area or upstream of the main storage pond area.

- b. Unless a separate vault is to be used for the forebay, the forebay shall be separated from the larger detention area by barriers or baffles that may be constructed of earth, stones, riprap, gabions, or geotextiles. The barrier and/or baffles act as a trap for coarse sediments and minimize their movement into the main pond.
 - c. Maintenance of forebays will be needed more frequently than the main storage area and all designs, maintenance schedules must consider this need.
 - d. Forebays shall be sized to provide a volume for 0.1-inches of runoff from impervious surfaces,
6. Projects that discharge either directly or indirectly into an impaired waterbody as determined by the existence of an adopted TMDL by SCDHEC or through SCDHEC's listing of the waterbody on the latest 303(d) list shall be required to reduce pollutant loads so as to meet applicable water quality standards or other criteria listed in an adopted TMDL, such as percent reductions. More background information is covered in Section 1.2.2. This will require the installation and implementation of measures which are expected to adequately reduce pollutant loads to levels required by the TMDL or prevent future impairments as required by the current 303(d) list.
- a. If the site disturbs less than 25 acres, an evaluation of the BMPs chosen to control the release of pollutants must be provided. Such evaluations may reference published values on BMP effectiveness or provided in Appendix A.
 - b. If greater than 25 acres, a comprehensive quantitative and qualitative analysis shall be provided, and include at a minimum calculations that show:
 - A site's pollutant load for all pollutants of concern (see Table 1.2),
 - The trapping effectiveness of the chosen BMPs based on City rainfall statistics and soil types, and
 - The runoff discharged through the last water quality BMP shall have a water quality level equal to or better than the in-stream standard. Standards are listed in the table below. If an adopted TMDL is in place for the receiving water, calculations must show pre- and post-BMP loads and percent reduction achieved.
7. All BMPs must have a maintenance plan. Example maintenance agreements are included in the appendix.
8. A credit system is available from the SWD that offers alternatives on how a site meets these water quality requirements (Chapter 4). However, S.C. DHEC minimum stormwater criteria must be met.
9. The SWD reserves the right to require specific effluent limits for any pollutant from a site if necessary to ensure the water quality standards and other local, State, and Federal water quality regulations are met. The SWD also reserves the right to not allow credits at certain sites.

10. Annual groundwater recharge rates must be maintained to the maximum extent practical by promoting infiltration through the use of structural and non-structural methods.
11. Literature, signage, or other documentation shall be provided to owners and HOAs to educate and train themselves on the impact they can have on water quality and the activities necessary to maintain structural controls, as appropriate. These efforts are particularly critical in LID designs.

Table 1.2: SCDHEC/USEPA Water Quality Standards

Pollutant	Standard
*Bacteria	200 CFU/100-mL
Total Nitrogen	1.5 mg/L
Total Phosphorus	0.06 mg/L
TSS	80% reduction or 0.5 mg/L
Metals	See SCDHEC Reg. 61-68

*Impairment is based on 10%-exceedances of 400 CFU/100-mL

1.4.2 General Design Procedures

If the proposed project does **not** discharge to a receiving water that is either impaired (303(d) listed) or has an adopted TMDL, stormwater treatment is achieved through addressing the USC. Use Table 1.2 to determine the pollutants of concern based on the proposed land use or disturbing activity. Then use Appendix A to help select BMPs to treat the pollutants of concern. The design of all BMPs must follow the process described below:

1. Calculate the water quality volumes using the USC equations in Chapter 2
2. Look for opportunities to reduce runoff through better site design (See Section 1.3)
3. Identify crediting opportunities for reduced volumes identified in Step 2 (See Chapter 4)
4. Review BMP suitability (See Section 3.2.7)
5. Perform BMP sizing calculations ([See GSMM Section 3.2-3.4](#))
6. Compute stage-storage and stage-discharge relationships of the outlet control structure(s).
7. Repeat Steps 2-6 until initial design criteria is met
8. Check for treatment train (i.e. a series of BMPs) efficiency as needed (See Section 3.2.8)
9. Check for downstream impacts (See Section 3.1.4), revise the design as needed
10. Check for opportunities to reduce peak discharges due to WQv (See Section 3.1.5)
11. Repeat Steps 5-10, as needed, until final criteria is met
12. Design off-line diversions as needed (See Section 3.2.9)

Note: For engineered devices, alternative calculations other than detailed here must be provided. SCDHEC has accepted some such devices as providing adequate treatment.

1.4.3 Design Procedures for Impaired Waters and TMDLs

If the receiving water of the project is impaired (303(d) listed) or has an adopted TMDL, in addition to the design procedures in Section 1.4.2, the applicant must show some additional calculations of the BMPs to treat stormwater runoff. For 303(d) listed impaired waters, water quality calculations must be provided that show that discharges from the site will not further degrade water quality. This analysis must be quantitative and qualitative. The most up to date information in impaired water and adopted TMDLs is available from SCDHEC's website. The appropriate steps include:

Determine if the site discharges to a receiving water that is impaired (303(d) list) or has an adopted TMDL(s). A list of the City's 303(d) listed waters and TMDLs can be found at:

http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_10-303d.pdf

- A waterbody may be listed on the 303(d) list and have an approved TMDL. It is important that both the 303d list and TMDL listing are both checked to determine if there is more than one impairment
- Determine all the pollutants causing the impairments or listed in the TMDL(s). The percent reduction provided in the TMDL is the default level of treatment needed from the permanent BMPs on the site. City of Columbia SWD may reduce this requirement to a lower percentage on a case by case basis.
- If the receiving water is on the 303(d) list, calculate the post construction load for the pollutant(s) of concern. A possible equation is the Schuler Simple Method (Schueler 1987). This method is based on an extensive database obtained in Washington, D.C. for the National Urban Runoff Program (NURP). The Simple Method estimates pollutant loads from urban development by the following equation:

$$L = 0.227(Q P_j R_v C A) \quad \text{Equation 1}$$

Where:

L = Pollutant load in pounds per desired time interval,

Q = Rainfall depth,

0.6-inch for wet ponds, some wetlands,

1.2-inch for all other BMPs,

P_j = Fraction of rainfall events over the time interval that produce runoff

P_j = 1 for a single event

P_j = 0.9 for larger time intervals (months, years),

R_v = Volumetric runoff coefficient expressing the fraction of rainfall converted to runoff (See Equation 2),

C = Event mean pollutant concentration in mg/l (See Table 3.3),

A = Total area of site in acres (areas < 640 acres are recommended for this method).

$$R_v = 0.05 + 0.09(I) \quad \text{Equation 2}$$

Where: **I** = percent impervious cover (i.e. I = 30 for 30% impervious cover)

- If the receiving water is on the 303(d) list only (no TMDL), calculate the allowed load to meet water quality standards using equation 1. Replace variable C with the concentration of the water quality standard for the pollutant of concern listed in Table 1.2. Then compute the percent needed to reduce the post construction pollutant load from the allowed load.
- Use Appendix A to help select BMPs to treat the pollutants of concern. The last table in Appendix A provides an estimate of how effective a given BMP will be. The BMPs chosen must be able to achieve the required percent reductions in the TMDL or the required load reduction calculated for 303(d) listed waters computed in the previous step.
- If the receiving water is listed on the 303(d) list and has an approved TMDL calculate the load reduction for the pollutant of concern for the water way on the 303(d) list. Compare the percent reduction required to the percent reduction listed in the TMDL. Select BMPs for the pollutant that has the highest percent reduction requirement (i.e. TMDL or 303(d) reduction requirement whichever is highest).
- Revise chosen BMPs until required percent reductions are achieved.
- Provide all calculations in submittal package in a cohesive, easy to follow organization.

Table 1.3 Event Mean Concentration (EMC) Pollutant Loading for Various Land Uses (mg/l)												
Land Use	EMC Pollutant Loading (mg/l)											
	BOD	COD	TSS	TDS	TP	DP	TKN	NO ₂ / NO ₃	Pb	Cu	Zn	Cd
Forest Rural Open	3	27	51	415	0.11	0.03	0.94	0.80	0.000	0.000	0.000	0.000
Urban	3	27	51	415	0.11	0.03	0.94	0.80	0.014	0.000	0.040	0.001
Agricultural/Pasture	3	53	145	415	0.37	0.09	1.92	4.06	0.000	0.000	0.000	0.000
Low Density Residential	38	124	70	144	0.52	0.27	3.32	1.83	0.057	0.026	0.161	0.004
Medium Density Residential	38	124	70	144	0.52	0.27	3.32	1.83	0.180	0.047	0.176	0.004
High Density Residential	14	79	97	189	0.24	0.08	1.17	2.12	0.041	0.033	0.218	0.003
Commercial	21	80	77	294	0.33	0.17	1.74	1.23	0.049	0.037	0.156	0.003
Industrial	24	85	149	202	0.32	0.11	2.08	1.89	0.072	0.058	0.671	0.005
Highways	24	103	141	294	0.43	0.22	1.82	0.83	0.049	0.037	0.156	0.003
Water/Wetlands	4	6	6	12	0.08	0.04	0.79	0.59	0.011	0.007	0.003	0.001

Adapted from NURP (1983), Horner et. al (1994), and Cave et. Al. (1994)

BOD	=	Biochemical Oxygen Demand	TKN	=	Total Kjeldahl Nitrogen
COD	=	Chemical Oxygen Demand	NO ₂ /NO ₃	=	Nitrates / Nitrites
TSS	=	Total Suspended Solids	Pb	=	Lead
TDS	=	Total Dissolved Solids	Cu	=	Copper
TP	=	Total Phosphorus	Zn	=	Zinc
DP	=	Dissolved Phosphorus	Cd	=	Cadmium
BIO	=	Macroinvertebrates			

Fecal coliform (FC) concentrations were not provided in the table above due to the large variability. Guidance from SCHDEC, Beaufort County (2010, Manual for Stormwater Best Management Practices) and Harper (2007, Evaluation of Current Stormwater Design Criteria Within the State of Florida) should be sought when estimating existing and post-development bacteria loads and the reduction requirements.

Chapter 2 – Unified Sizing Criteria

This section presents an integrated approach for meeting the stormwater runoff quality and quantity management requirements by addressing the key adverse stormwater runoff impacts from site development and redevelopment. The purpose is to provide a design framework, which will be required for all sites, to:

- Remove stormwater runoff pollutants and improve water quality
- Prevent downstream streambank and channel erosion
- Reduce downstream overbank flooding
- Safely pass or reduce the runoff from extreme storm events

For these objectives, an integrated set of engineering criteria, known as the Unified Stormwater Sizing Criteria, have been developed to size and design structural stormwater controls. More detailed discussions on the Unified Sizing Criteria can be found in [Section 1.3 of the GSMM](#). Table 2.1 below briefly summarizes the criteria. An example problem, with detailed solution, is provided in Appendix B. Calculation tools can be found in Appendix C.

Table 2.1 Summary of the Unified Sizing Stormwater Sizing Criteria for Stormwater Control and Mitigation	
Sizing Criteria	Description
Water Quality	Treat the runoff from the vast majority of the storms that occur in an average year. For the City, this equates to providing water quality treatment for the runoff (from an entire site) from 1.2 inches of rainfall.
Channel Protection	Provide extended detention of the 1-year storm event released over a period of 24 hours to reduce bank-full flows and protect downstream channels from erosive velocities and unstable conditions.
Overbank Flood Protection	Provide peak discharge control of the 25-year storm event such that the post-development peak rate does not exceed the predevelopment rate to reduce overbank flooding (2-, 5-, 10- and 50-yr events are also detained/retained to meet pre-development rates.)
Extreme Flood Protection	Evaluate the effects of the 100-year storm on the stormwater management system, adjacent property, and downstream facilities and property. Manage the impacts of the extreme storm event through detention controls and/or floodplain management.

Each of the unified stormwater sizing criteria are intended to be used in conjunction with the others to address the overall stormwater impacts from a development site, for the entire range of critical hydrologic events. Figure 2.1 graphically illustrates that the criteria are "stacked" upon one another. For example, the extreme flood protection volume requirement also contains the channel protection volume and the water quality treatment volume. Figures 2.2a and 2.2b show how these volumes would be stacked in a typical stormwater wet or dry pond designed to handle all four criteria. Figure 2.2c provides additional details on a typical outlet structure configuration.

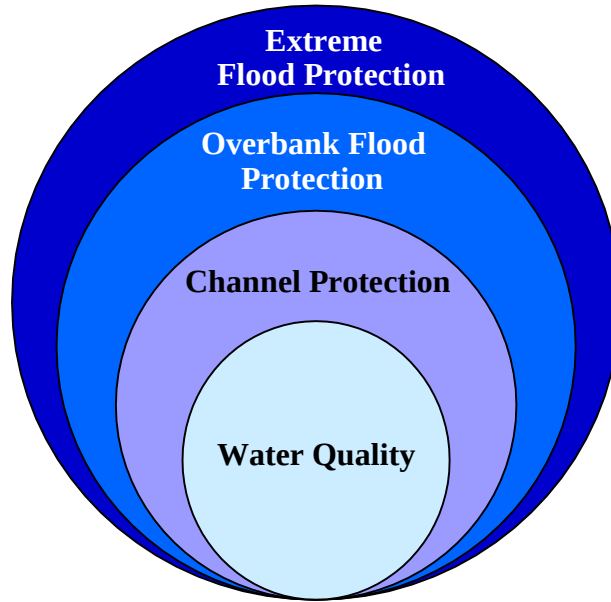


Figure 2.1: Representation of the Unified Stormwater Sizing Criteria

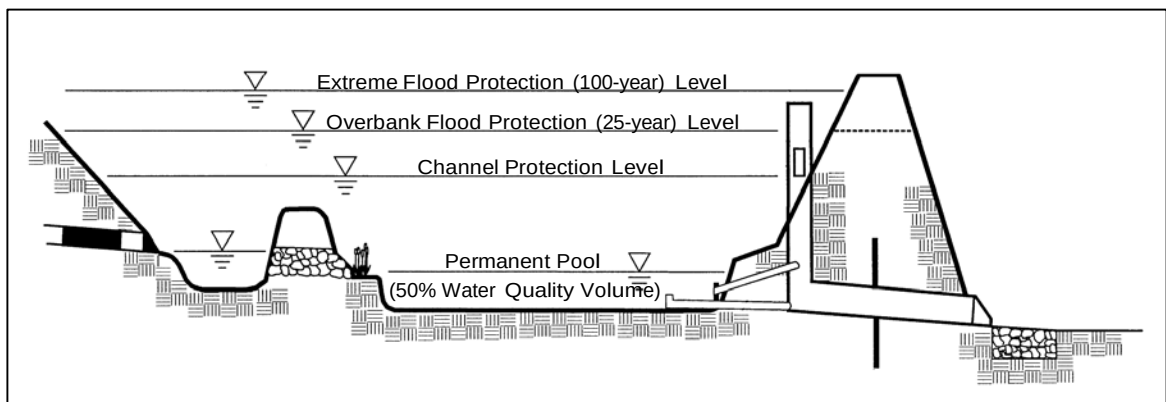


Figure 2.2a: Unified Sizing Criteria Water Surface Elevations in a Wet Pond

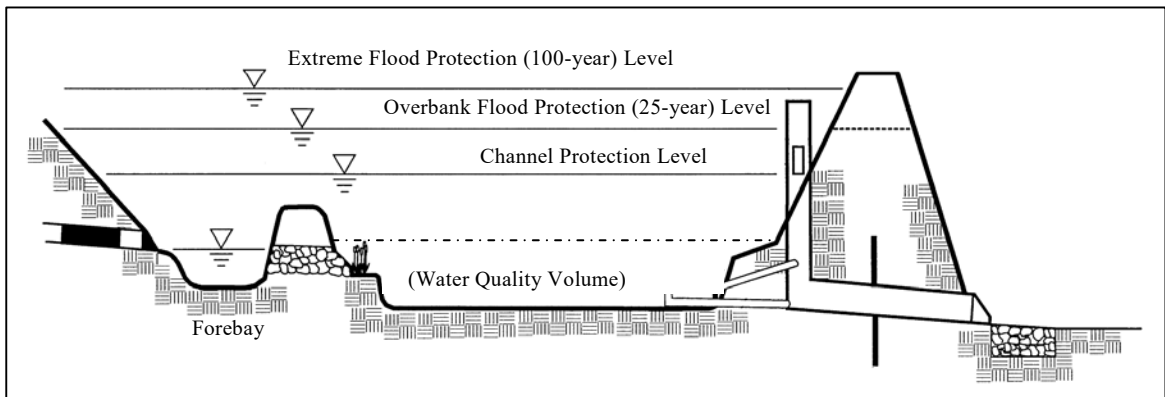


Figure 2.2b: Unified Sizing Criteria Water Surface Elevations in a Dry Pond

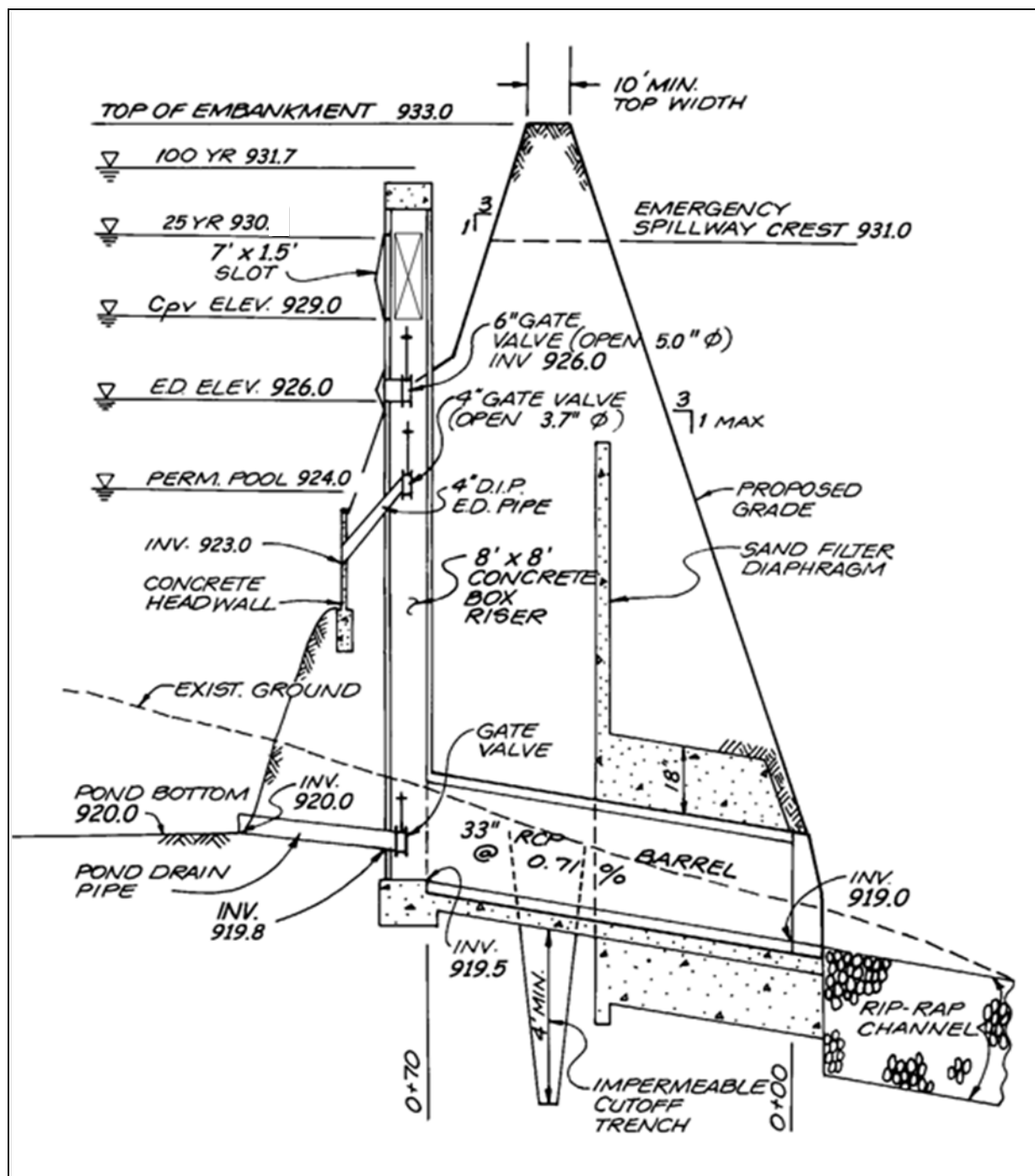


Figure 2.2c: Example of Unified Sizing Criteria Outfall Structure Details

The following pages describe the four sizing criteria in detail and present guidance on how to properly compute and apply the required storage volumes.

2.1 Water Quality (WQv)

The Water Quality sizing criterion, denoted WQv, specifies a treatment volume required to remove a significant percentage of the total pollution load inherent in stormwater runoff. This is done by intercepting and treating the runoff from approximately 85% of the storms that are expected to occur during the course of a “typical” year. It is also expected that a portion of the runoff from all storms greater than 1.2 inches can also be treated. WQv is a runoff volume that is directly related to the amount of impervious cover at a site.

The volumetric runoff coefficient (Rv) and the site area are the key factors used in this calculation, as shown in the formula below:

$$WQ_V = \frac{1.2R_V A}{12} \quad \text{where:}$$

WQ_V = water quality volume 1.2-inch rainfall (in acre-feet)

A = site area in acres

R_V = 0.05 + 0.009(I) where:

I is entered as percent impervious cover (i.e. I = 30 for 30% impervious cover)

Pollutant Reduction Goal

This Unified Sizing Criteria, and other supporting elements of the BMP Manual, follows the philosophy of removing pollutants to the “maximum extent practicable” (MEP) or the “maximum extent technically feasible” (METF) through the use of a percentage removal performance goal. The approach taken by the City is to require treatment of the WQv from a site to reduce post-development total suspended solids (TSS) loadings by 80%, as measured on an average annual basis. This performance goal is based upon U.S. EPA guidance and has been adopted nationwide by many local and statewide agencies. This method has also been shown to address other pollutants of concern to the MEP/METF, as both runoff volume reduction and sediment loads, which pollutants can be bound to, are addressed. Furthermore, when coupled with the Channel Protection sizing criterion, which detains and treats even greater flows, the goals of SCDHEC Regulation 72-300 will be met.

Determining the Water Quality Volume.(WQv)

- **Measuring Impervious Area:** The area of impervious cover can be taken directly off a set of plans or appropriate mapping. Where this is impractical, NRCS TR-55 land use/impervious cover relationships can be used to estimate impervious cover. **I is expressed as a percent value not a fraction (e.g., I = 30 for 30% impervious cover)**
- **Multiple Drainage Areas:** When a development project contains or is divided into multiple drainage areas, WQv must be calculated and addressed separately for each drainage area.
- **Off-site Drainage Areas:** Off-site existing impervious areas may be excluded from the calculation of the WQv volume.
- **Credits for Site Design Practices:** The use of certain better site design practices may allow the WQv volume to be reduced through the subtraction of a site design “credit.” These site design credits are described in Chapter 4.

- Determining the Peak Discharge for the Water Quality Storm: When designing off-line structural control facilities, the peak discharge of the water quality storm (Qwq) can be determined using the method provided later in this Chapter.
- Extended Detention of the Water Quality Volume: The water quality treatment requirement can be met by providing a 24-hour drawdown of a portion of WQv in a stormwater pond or wetland system. Referred to as water quality ED (extended detention), it is different than providing extended detention of the 1-year storm for the channel protection volume (CPv). The ED portion of the WQv may be included when routing the CPv.
- WQv can be expressed in cubic feet by multiplying by 43,560.
- WQv can also be expressed in watershed-inches by removing the area (A) and the “12” in the denominator.

2.2 Channel Protection (CPv)

The Channel Protection sizing criterion specifies that 24 hours of extended detention be provided for runoff generated by the 1-year, 24-hour rainfall event to protect downstream channels.

- CPv control is not required for sites with minimal areas or imperviousness which result in post-development discharges less than 2.0 cfs.
- The use of nonstructural site design practices that reduce the total amount of runoff will also reduce the channel protection volume by a proportional amount.
- The channel protection criteria may be waived by a local jurisdiction for sites that discharge directly into larger streams, rivers, wetlands, or lakes where the reduction in the smaller flows will not have an impact on streambank or channel integrity.

The increase in the frequency and duration of bank-full flow conditions in stream channels due to urban development is the primary cause of streambank erosion and the widening and down-cutting of stream channels. Therefore, channel erosion downstream of a development site can be significantly reduced by storing and releasing stormwater runoff from the channel-forming runoff events (which correspond approximately to the 1-year storm event) in a gradual manner to ensure that critical erosive velocities and flow volumes are not exceeded.

Determining the Channel Protection Volume (CPv)

- Rainfall Depths: The rainfall depth of the 1-year, 24-hour storm is 3.1 inches.
- Multiple Drainage Areas: When a development project contains or is divided into multiple drainage areas, CPv may be distributed proportionally to each drainage area.
- Off-site Drainage Areas: Off-site drainage areas must be modeled as “present condition” for the 1-year storm event. If there are adequate upstream channel protection controls, then the
- Off-site area can be modeled as “forested” or “natural” condition. A structural stormwater control located “on-line” will need to safely bypass any off-site flows.
- Routing/Storage Requirements: The required storage volume for the CPv may be provided above the WQv storage in stormwater ponds and wetlands with appropriate hydraulic control structures for each storage requirement.
- Control Orifices: Orifice diameters for CPv control of less than 3 inches are not recommended without adequate clogging protection.

Specific Methodology:

1. Compute Initial Abstraction divided by rainfall, (I_a/P) for given hydrologic parameters:
 - o $P = 3.1$ inches
 - o $I_a = 0.2 * (1000/CN - 10)$
 - o $T_c =$ as per TR-55
2. From Chart 2.1, read Unit Peak Discharge (q_u) for given post developed time of concentration (t_c) and computed I_a/P (in csm/inch).
3. From attached Chart 2.2, read ratio of Outflow to Inflow (q_o/q_i) for 24-hr detention or from the equation:

$$q_o/q_i = 12.03 q_u^{-0.9406}$$

4. Compute the ratio of the volume of storage divided by the volume of runoff (v_s/v_r) from Chart 3.3 or by equation where:

$$v_s/v_r = 0.683 - 1.43(q_o/q_i) + 1.64 (q_o/q_i)^2 - 0.804(q_o/q_i)^3$$

5. Estimate Channel Protection Volume (Cp_v);

$$Cp_v = v_r(v_s/v_r)(A)/12 \text{ in acre-feet.}$$

Where: v_r = the post-developed volume of runoff depth for the 1-yr 24-hr storm in inches

A = the drainage area in acres, and

12 = a conversion factor.

Or

$$Cp_v = v_r(v_s/v_r) \text{ in acre-feet.}$$

Where: v_r = the post-developed volume of runoff volume for the 1-yr 24-hr storm in acre-feet

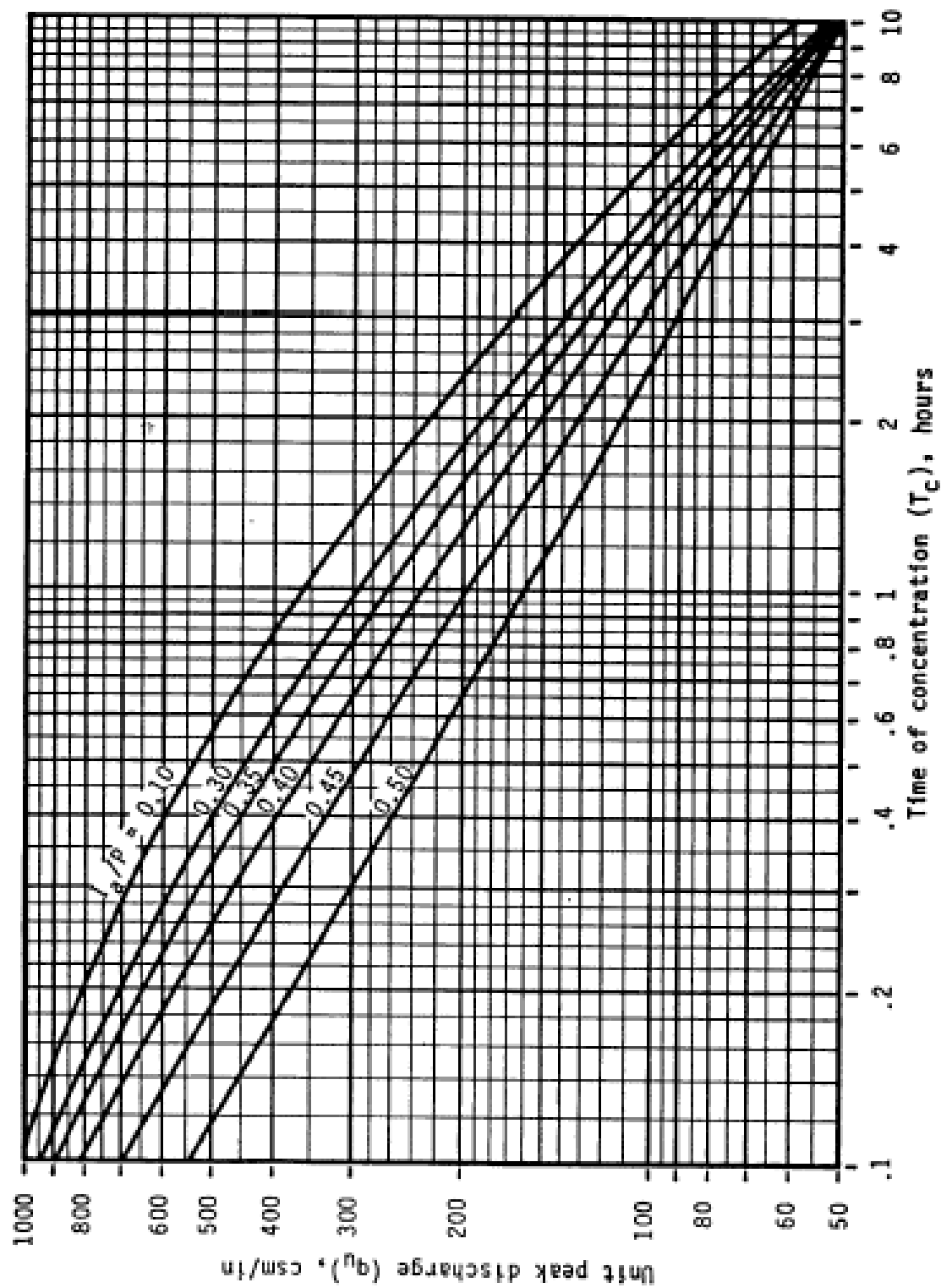


Figure 2.1.5-6
 SCS Type II Unit Peak Discharge Graph
 (Source: SCS, TR-55, Second Edition, June 1986)

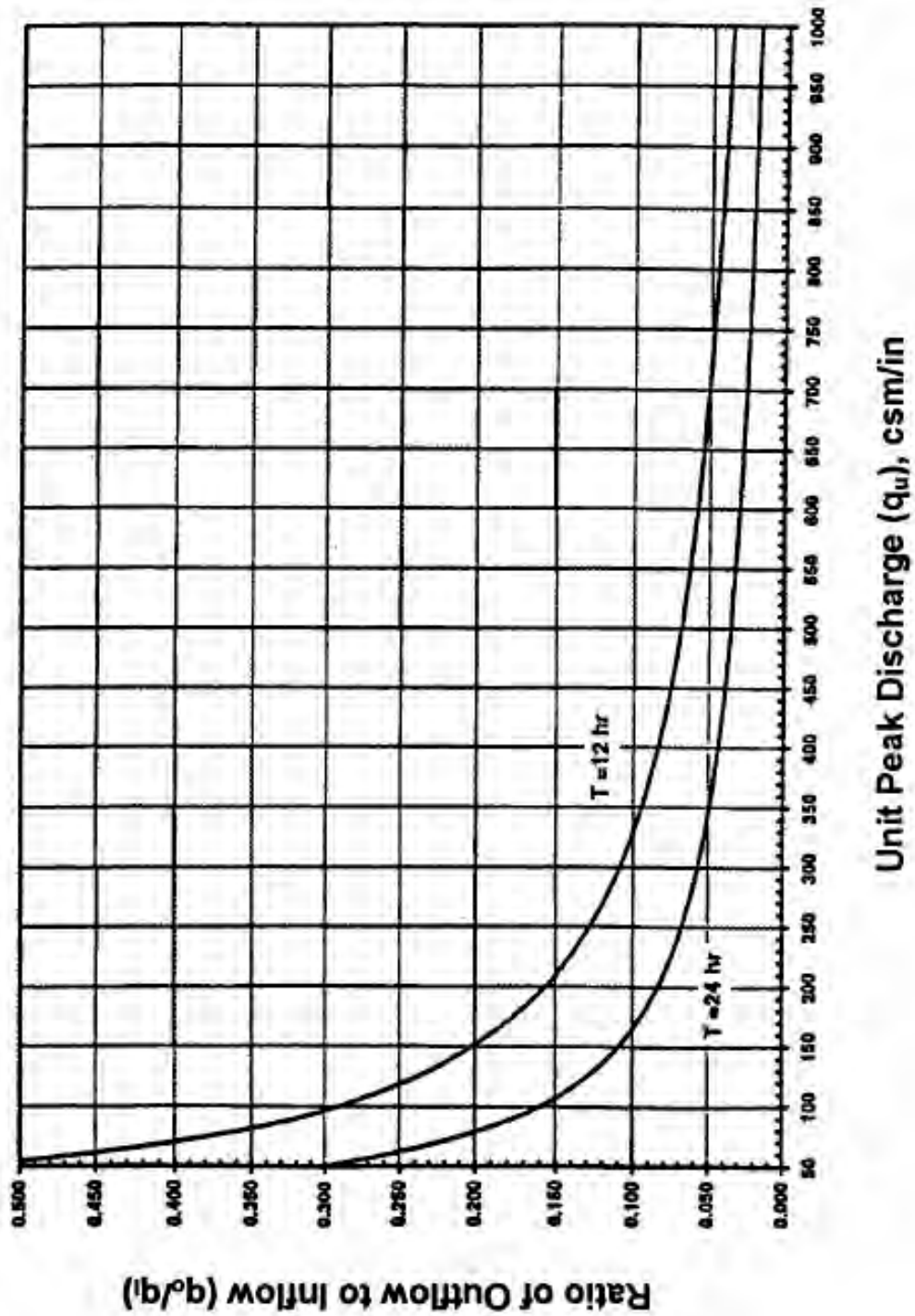


Chart 2.1
SCS Type II Unit Discharge Graph
(Source: SCS, TR-55, Second edition, June 1986)

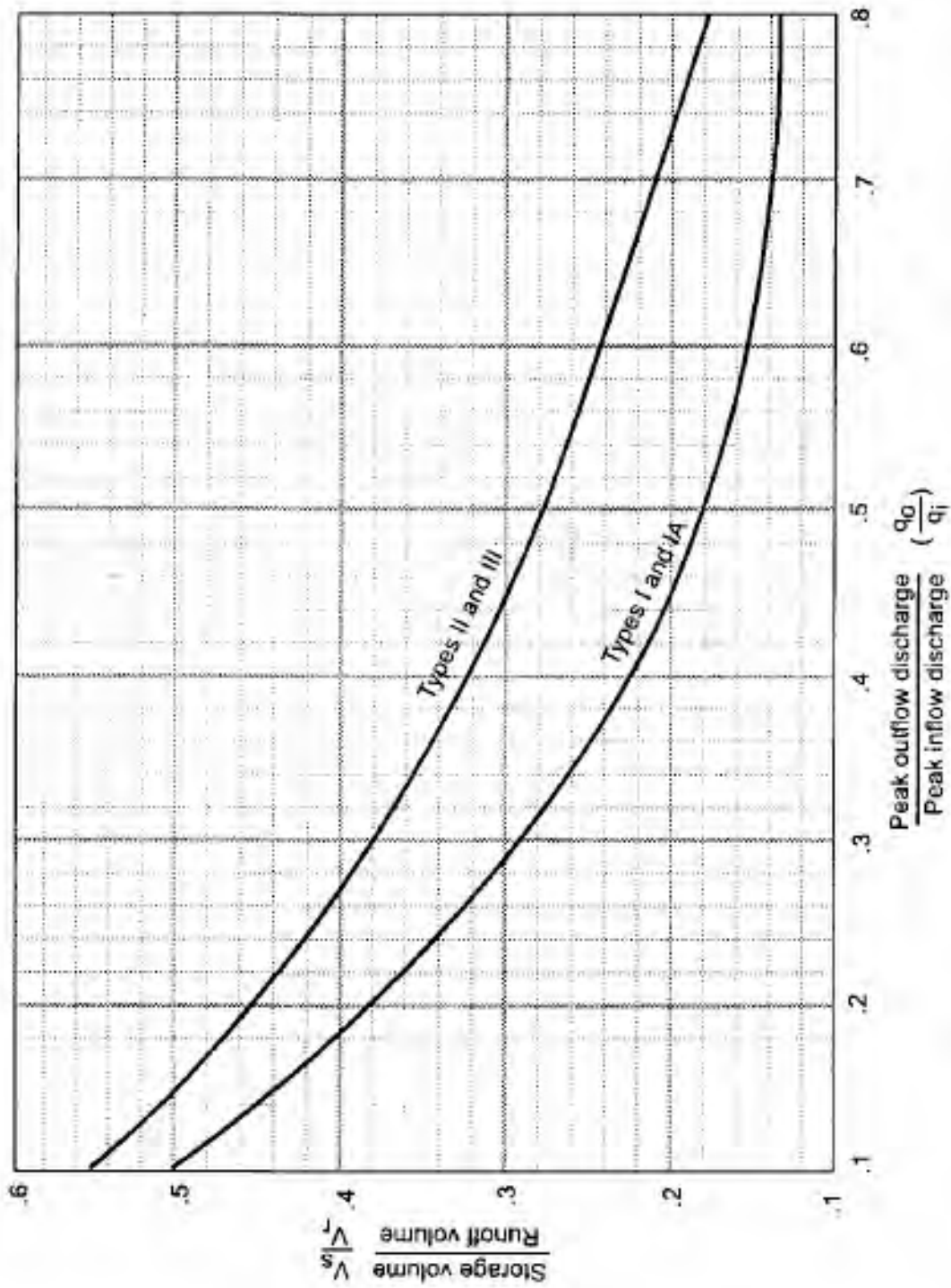


Chart 2.3
Approximate Detention Basin Routing for Rainfall Types I, IA, II and III
 (Source: TR-55, 1986)

2.3 Overbank Flood Protection (Q_{FP})

The Overbank Flood Protection criterion specifies that the post-development 2-year and 10-year (also 25-year for site 40 acres and larger), 24-hour storm peak discharge rates not exceed the pre-development (or undisturbed natural conditions) discharge rate. This is achieved through detention of runoff from these events.

- The use of nonstructural site design practices that reduce the total amount of runoff will also reduce Q_{FP} by a proportional amount.
- When the City has designated a watershed to have existing flooding problems that require increased detention and flood control requirements (See Section 1.2.1), the Q_2 , Q_{10} , and Q_{FP} flows must be reduced to less than the existing flows as determined by the City.

Note: This portion of the Unified Sizing Criteria is required in ADDITION to all other hydrologic and hydraulic analyses required by the City (i.e. 2-, 5-, 10- and 50-year events).

Determining the Overbank Flood Protection Volume (Q_{FP})

- **Peak-Discharge and Hydrograph Generation:** The SCS TR-55 hydrograph method will be used to compute the peak discharge rates and runoff volumes for the all analyzed storm events. Apply the methodology for estimating the required storage volume provided below.
- **Rainfall Depths:** The rainfall depth of the 2-year, 24-hour storm will be 3.6 inches. The rainfall depth of the 10-year 24-hour storm will be 5.3 inches. The rainfall depth of the 25-year, 24-hour storm will be 6.4 inches.
- **Off-site Drainage Areas:** Off-site drainage areas must be modeled as “present condition” for the design storm events and do not need to be included in Q_{FP} estimates, but can be routed through a structural stormwater control.
- **Downstream Analysis:** Downstream areas must be checked to ensure there is no peak flow increase above pre-development conditions to the point where the site area is 10% of the total drainage to that point. See Section 3.1.4 for the full details on this method.

Estimated Volume Requirement Methodology:

1. Run typical site hydrology
2. Compute the ratio of the post-developed design storm discharge to the pre-developed discharge (q_o/q_i).
3. Read the volume of storage divided by the volume of runoff (v_s/v_r) from Chart 2.3
4. Estimate the volume of storage required for the overbank flood (V_s).
 $V_s = v_r(v_s/v_r)$ in acre-feet,

Where: v_r = the post-developed volume of runoff for the selected overbank storm converted to acre-feet

5. Experience shows that multi-outlet volumes are at least 15% low so actual Q_{25} storage estimate is

$$VS = V_s * 1.15$$

2.4 Extreme Flood Protection (Q_{100})

The Extreme Flood Protection criterion specifies that all stormwater management facilities and associated grading plans and site layouts be designed to protect buildings, ponds, roads, and other permanent structures from the 100-year, 24-hour return frequency storm event, denoted Q_{100} . This is accomplished either by:

1. Controlling Q_{100} through on-site or regional structural stormwater controls to maintain the existing 100-year floodplain. This is done where residences or other structures have already been constructed within the 100-year floodplain fringe area; or
2. By designing the on-site conveyance system, site grading, and building layout to safely pass Q_{100} without impacting buildings, ponds, roads, or other permanent structures and allowing it to discharge into a receiving water.

Note: Flows can be conveyed without retention or detention to a receiving floodplain if it can be shown that the floodplain is sufficiently sized to account for extreme flow increases from the site without causing damage; or

3. When the City has designated a watershed to have existing flooding problems that require increased detention and flood control requirements (See Section 3.2.1), the Q_{100} must be reduced to less than the existing 100-year flows as determined by the City.

Local flood protection (levees, floodwalls, flood proofing, etc.) and/or channel enlargements may be offered as a substitution as appropriate, as long as adequate conveyance and structural safety is ensured through the measure used, and stream environmental integrity is adequately maintained. The City reserves the right to reject such substitutions.

Determining the Extreme Flood Protection Criteria (Q_{100})

- Peak-Discharge and Hydrograph Generation: The SCS TR-55 hydrograph method will be used to compute the peak discharge rate and runoff for the 100-year, 24-hour storm. Apply the methodology for estimating the required storage volume provided below
- Rainfall Depths: The rainfall depth of the 100-year, 24-hour storm will be 8.3 inches.
- Off-site Drainage Areas: Off-site drainage areas must be modeled as “full build-out condition” for the 100-year storm event to ensure safe passage of future flows.
- Downstream Analysis: If Q_{100} is being detained, downstream areas must be checked to ensure there is no peak flow increase above pre-development conditions to the point where the site area is 10% of the total drainage to that point. See Section 3.1.4 for more details on how to properly perform a Downstream Analysis.

Estimated Volume Requirement Methodology:

1. Run typical site hydrology
2. Compute the ratio of the post-developed 100-year discharge to the pre-developed discharge (q_o/q_i).
3. Read the volume of storage divided by the volume of runoff (v_s/v_r) from Chart 2.3
4. Estimate the volume of storage required for the overbank flood (V_s).

$$V_s = v_r(v_s/v_r) \text{ in acre-feet,}$$

Where: v_r = the post-developed volume of runoff for the selected overbank storm converted to acre-feet

5. Experience shows that multi-outlet volumes are at least 15% low so actual Q_{100} storage estimate is

$$VS = V_s * 1.15$$

2.5 Water Quality Volume Peak Flow Calculation

The peak rate of discharge for the water quality design storm (Q_{wq}) is needed for the sizing of off-line diversion structures, such as for sand filters, bioretention, grass filter strips, grassed swales, and infiltration trenches.

The following procedure can be used to estimate peak discharges for small storm events. It relies on the Water Quality Volume and the simplified peak flow estimating method above. A brief description of the calculation procedure is presented below.

1. Using WQ_v , a corresponding Curve Number (CN) is computed utilizing the following equation:

$$CN = 1000/[10 + 5P + 10Q_{wv} - 10(Q_{wv}^2 + 1.25 Q_{wv}P)^{1/2}]$$

Where, P = rainfall, in inches (use 1.2 inches for the Water Quality Storm)

Q_{wv} = Depth of Water Quality Volume is expressed in inches (1.2 R_v)

$$R_v = 0.05 + 0.009(I) \text{ where:}$$

I is entered as percent impervious cover (i.e. $I = 30$ for 30% impervious cover)

2. Once a CN is computed, the time of concentration (t_c) is computed (based on SCS methodology).

3. Using the computed CN, time of concentration (T_c) and drainage area (A), in acres; the peak discharge (Q_{wq}) for the water quality storm event is computed using a slight modification of the Simplified SCS Peak Runoff Rate Estimation technique, using Type II rainfall distribution:

- Read initial abstraction (I_a), compute I_a/P
- Read the unit peak discharge (q_u) for appropriate T_c
- Using WQ_v , compute the peak discharge (Q_{wq})

$$Q_{wq} = q_u * A * Q_{wv}$$

where Q_{wq} = the water quality peak discharge (cfs)
 q_u = the unit peak discharge (cfs/mi²/inch)
 A = drainage area (mi²)
 Q_{wv} = Depth of Water Quality Volume, in inches (1.2Rv)

Chapter 3 – Best Management Practices (BMPs)

3.1 Water Quantity Control Requirements

3.1.1 General Requirements

Water quantity control is an integral component of overall stormwater management. Its purpose is to negate the effects of stormwater runoff associated with land use changes due to development during storm events. The following design criteria are established for water quantity control, and when applied properly will meet or exceed the requirements of SCDHEC Regulation 72-300.

1. Post-development peak discharge rates shall not exceed pre-development peak discharge rates for the 2, and 10-year frequency 24-hour duration storm events. For developments 40 acres and larger, post-development peak discharge rates shall not exceed pre-development peak discharge rates for the 25-year frequency 24-hour duration storm event. The same hydrologic procedures shall be used in determining both the pre-development and post-development peak flow rates.
2. Post-development discharge velocities shall be reduced to provide non-erosive flow velocities from structures, channels or other control measures, or equal the pre-development 10-year 24-hour storm event flow velocities, whichever is less.
3. For post construction, the detention volume from all controls shall be drained from the structure within 72 hours. During construction, detention volumes can be temporarily stored to allow settling of particles. Upon project finalization pond elevations must be per the approved plans.
5. In addition to being allowed for water quality purposes, infiltration devices shall be required on those sites which do not currently discharge stormwater runoff or have no existing outlet. In such cases, in the post-development condition, devices shall be designed to infiltrate the runoff volume equivalent to the 5-year storm event. For evaluating storm events with a return interval greater than 5 years, the discharge rate from the site shall be limited to (not exceed) that of a site of equivalent size and slope with a SCS Curve Number equal to 39. See Section 5.2.6.L.v for more information, as well as [Section 3.2.5 of the GSMM](#), for detailed selection, design, performance and operation & maintenance details on infiltration basins.

Note: An alternative design for infiltration basins can be found in Appendix O.

6. Watersheds with documented water quantity problems may have more stringent or modified design criteria determined by the SWD or as dictated by State and Federal Regulations. Some examples of variable criteria include but are not limited to:
 - a. Post-development discharge volumes from the entire development area not exceeding pre-development discharge volumes for storm frequencies smaller than the 2-year storm event,
 - b. Reduction of peak flow rates below pre-development levels,
 - c. Downstream channel, culvert, or property improvements.
7. Water quantity/volume waivers may be granted on a case-by-case basis. Final approval of a waiver request will be given at the discretion of the SWD. A water quantity/volume

waiver does not excuse water quality considerations. A project may be eligible for a waiver from the stormwater management requirements for water quantity/volume control if the applicant can justly verify the following items;

- a. The proposed project's peak flow rate or volume control for stormwater management would not create, aggravate, or accelerate downstream flooding or cause a detrimental impact to the downstream ecosystem, the receiving storm water system, or downstream property.
 - b. The design engineer shall sign the following statement, "The increased flows will not have a significant adverse impact on the downstream and adjacent properties".
 - c. Calculations shall be provided that demonstrate the site has addressed the Unified Stormwater Sizing Criteria, including the Water Quality (WQv) and Channel Protection (CPv) volumes, to the maximum extent practical, or to the level specific by the SWD.
 - It is recommended that a designer consult with the SWD at the earlier conceptual stages of a project to discuss water quality performance requirements for sites that may be more challenging.
8. An analysis shall be required for all development sites disturbing more than 2 acres to determine the impacts on downstream areas based on the 10-and 100-year 24-hour storm events unless a waiver or variance is granted. Downstream analysis shall determine whether the design storm events of interest cause or increase flooding, pollution, or erosion impacts to downstream properties, road crossings, and others areas as directed by the SWD. Applications for permit coverage must discuss this impact, the degree of the impact, and potential solutions. Analysis criteria shall include, but not be limited to:
 - a. Existing land use curve numbers shall be used for developed areas outside of the project area.
 - b. The weighted curve number for the developed portion of the site shall be used for all undeveloped upstream areas.
 - c. Flows must be routed using an accepted hydrologic and hydraulic method.
 - d. Hydraulic step-backwater calculations (Corps of Engineer's HEC-2 or HEC-RAS models or equivalent) may be required by the SWD based on several factors, such as the severity of potential impact and location of project.
 - e. The discussions must include the severity of impact on any upstream and proposed storm water quantity or quality structure.
 - If the downstream analysis determines that the development of a particular site does contribute to flooding, pollution, or erosion problems, then appropriate controls shall be implemented:
9. All quantity controls that are also used for water quality control shall have a forebay, mirco-pool, screening vault, or skimmer/debris deflector for removal of debris and coarse sediments. The benefit of the forebay is that it inhibits the main pond from filling up with large particles, therefore allowing the main pond to maintain its original design volume.
10. Documentation on the design, installation, and maintenance of stormwater quantity facilities can be found in [Sections 3.2-3.4 of the GSMM](#).

3.1.2 Accepted Quantity Controls

Detention structural controls are used for providing water quantity control and are typically used downstream of other minor structural controls. These structures are designed to provide channel protection, overbank flood protection, and protection against adverse downstream impacts that are related to the increase in peak flow rates and flow volumes from land disturbing activities. Detention structural stormwater controls accepted by SWD are shown in Table 3.1.

Table 3.1: Accepted quantity controls

General Structural Control	Description
Dry Detention/Dry Extended Basins	Dry detention basins and dry extended detention basins are surface storage facilities intended to provide temporary storage of stormwater runoff and releasing it at a designed flow rate to reduce downstream water quantity impacts. These structures are designed to completely drain to a dry condition within 72 hours.
Wet Storm Water Detention Basins • Wet Pond • Wet Extended Detention Pond • Micropool Extended Detention Pond • Multiple Pond System	Wet detention basins are constructed stormwater basins that have a permanent pool or micropool of water. Runoff from each rain event is detained above the permanent pool and released at a designed flow rate to reduce downstream water quantity impacts. Permanent pool depths must be ≥ 4 feet to reduce mosquito breeding.
Multi-purpose Detention Areas	Multi-purpose detention areas are used for one or more specific activities such as parking areas and rooftops. These areas are used to provide temporary storage of runoff. Some of the multi-purpose area such as infiltration trenches or bio-retention areas may also be used for water quality purposes.
Underground Detention	Underground detention is used as an alternative to surface dry-detention basins. They are used in areas that are space-limited where there is not enough adequate land to provide the required detention volume. The underground storage utilizes tanks, vaults, and buried pipes to supply the required storage volume.
Infiltration Basins	Infiltration basins are used to remove runoff from the flow path into the ground. They are used in areas that currently do not discharge stormwater or create runoff only during large storm events.

3.1.3 Design Procedures

This section provides the general procedures for the design of stormwater quantity structures. The following items shall be required for the design of these structures and routing flows through them:

1. Compute the inflow hydrograph for the structure for the 2, 10, 25, 50 and 100-year 24-hour storm events for both the existing and proposed conditions. From this, determine peak flow rates for each storm.
2. Compute a stage-storage relationship for the proposed structure. A stage storage-curve defines the relationship between the depth of water and storage volume within the detention facility. Stage-storage and stage-discharge calculations must be included in the engineering calculations.

3. Compute stage-discharge relationship of the outlet control structure(s). A stage-discharge curve defines the flow capacity of a structure at a given stage or elevation. Also compute outlet barrel capacity and discharge velocity for energy dissipation design.
4. Perform routing calculations for the 2, 10, 25, 50 and 100-year storm events.
5. The peak discharge rate from the pond must be less than or equal to the peak discharge rate for the pre-development conditions for the 2 and 10-year storm events (also 25-year storm event for developments 40 acres and larger), unless the SWD allows a tolerance for peak flow matching. Finally, check to make sure the discharge hydrograph from the 100-year storm event provides a minimum of 1-foot of freeboard with the banks of the facility.
6. Evaluate the control structure outlet flow velocity and provide velocity control and channel stabilization. Drawings and details must be provided for outlet structures and basin.
7. Concentrated flow from any discharge point shall be returned to the overland flow condition.

3.1.4 Downstream Hydrologic Assessment

The purpose of the overbank flood protection and extreme flood protection criteria is to protect downstream properties from flood increases due to upstream development. These criteria require the designer to control peak flow at the outlet of a site such that post-development peak discharge equals pre-development peak discharge. The reasons for this have to do with (1) the timing of the flow peaks, and (2) the total increase in volume of runoff. Further, due to a site's location within a watershed, there may be very little reason for requiring overbank flood control from a particular site. This section outlines the required procedure, as part of a developer's stormwater management site plan, which is detailed in [Section 2.1.9 of the GSMM](#).

The Ten-Percent Rule: Based on studies and results for a large number of sites, a site's zone of influence is considered to be the point where the drainage area controlled by the detention or storage facility comprises 10% of the total drainage area. For example, if the structural control drains 10 acres, the zone of influence ends at the point where the total drainage area is 100 acres or greater. However, some sites may require that the "zone of influence" be extended further downstream.

Typical steps in the application of the ten-percent rule are:

1. Determine the target peak flow for the site for predevelopment conditions.
2. Using a topographic map determine the lower limit of the zone of influence (aka "10% point").
3. Using a hydrologic model determine the pre-development peak flows and timing of those peaks at each tributary junction beginning at the pond outlet and ending at the next tributary junction beyond the 10% point.

4. Change the land use on the site to post-development and rerun the model.
 - If the undetained post-development peak flow rates are unchanged at the “10% point”, when compared the pre-development model, the lower limit of the zone of influence has been affirmed.
 - If the undetained post-development peak flow rates have increased at the “10% point” when compared the pre-development model, the lower limit of the zone of influence must be extended further downstream until there is no change in flow.
5. Design the structural control facility such that the overbank flood protection (25-year) post-development flow does not increase the peak flows at the outlet and the determined tributary junctions.

Even if the overbank flood protection requirement is eliminated, the water quality treatment (WQv), channel protection (CPv), and extreme flood protection (Q_{100}) criteria will still need to be addressed.

For a detailed example, see [Section 2.1.9 of the GSMM](#).

3.1.5 Routing with WQv Removed

When off-line structural controls such as bioretention areas, sand filters and infiltration trenches capture and remove the water quality volume (WQv), downstream structural controls do not have to account for this volume during design. That is, the WQv may be subtracted from the total volume that would otherwise need to be routed through the downstream structural controls.

From a calculation standpoint this would amount to removing the initial WQv from the beginning of the runoff hydrograph – thus creating a “notch” in the runoff hydrograph. Since most commercially available hydrologic modeling packages cannot handle this type of action, the following method has been created to facilitate removal from the runoff hydrograph of approximately the WQv:

- Enter the horizontal axis on Chart 3.1 with the impervious percentage of the watershed and read upward to the predominant soil type (interpolation between curves is permitted)
- Read left to the factor
- Multiply the curve number for the sub-watershed that includes the water quality basin by this factor – this provides a smaller curve number

The difference in curve number will generate a runoff hydrograph that has a volume less than the original volume by an amount approximately equal to the WQv.

Notes:

1. This method should be used only for bioretention areas, filter facilities and infiltration trenches where the drawdown time is ≥ 24 hours.
2. This method can only be applied to catchments with a homogenous soil class (i.e. A, B, C, D), or are dominated significantly by a single soil class.
3. This method also assumed that 100% of the required WQv for the catchment area being analyzed is stored in upland BMPs

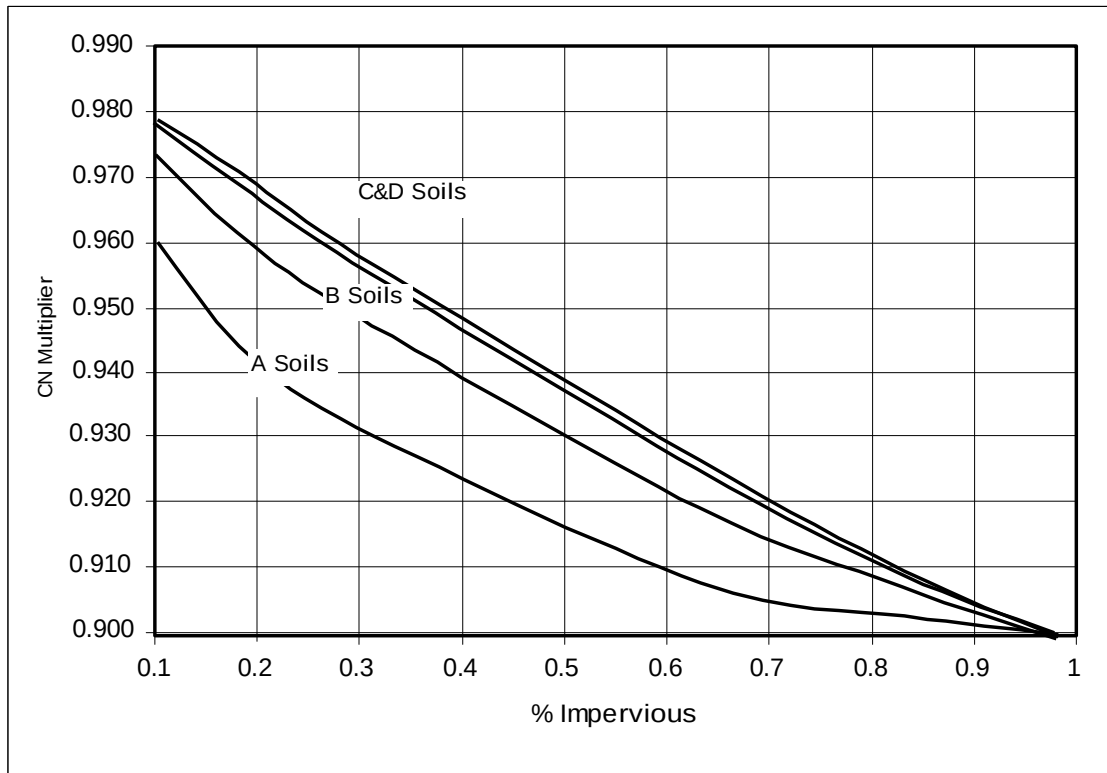


Chart 3.1 - Curve Number Adjustment Factor

Example

A site design employs an infiltration trench for the WQv and has a curve number of 72, is B type soil, and has an impervious percentage of 60%, the factor from Chart 3.1 is 0.92. The curve number to be used in calculation of a runoff hydrograph for the quantity controls would be:

$$(72 \times 0.92) = 66$$

3.2 Accepted Water Quality BMPs

In selecting a BMP(s), it is most important to know what pollutants need to be treated to meet water quality goals. With proper planning, installation, and maintenance, BMPs are expected to reduce pollutant loads to receiving waters, reduce erosion, and provide health and safety benefits. Structural stormwater controls (aka BMPs) are constructed stormwater management facilities designed to treat stormwater runoff and/or mitigate the effects of increased stormwater runoff peak rate, volume, and velocity due to urbanization.

This Manual allows for a number of structural stormwater controls for meeting unified stormwater sizing criteria. The recommended controls are divided into three categories: general application, limited application, and detention structural controls. These categories of BMPs have varying abilities to address downstream channel protection (CPv), overbank flood protection (Q_{25}) and/or extreme flood protection (Q_{100}).

3.2.1 General Application Controls

General application structural controls are recommended for use with a wide variety of land uses and development types. These structural controls have a demonstrated ability to effectively treat the Water Quality Volume (WQv) and are presumed to be able to remove 80% of the total annual average TSS load in typical post-development urban runoff when designed, constructed and maintained in accordance with recommended specifications.

The allowable types of general application controls are summarized below. Detailed descriptions of each structural control along with design criteria and procedures are provided in [Section 3.2 of the GSMM](#).

Table 3.2 lists and briefly describes the general application structural stormwater control practices. These structural controls are recommended for use in a wide variety of applications. A detailed discussion of each of the general application controls, as well as design criteria and procedures can be found in [Section 3.2 of the GSMM](#).

Table 3.2 General Application Structural Controls	
Structural Control	Description
Stormwater Ponds • Wet • Wet Extended Detention • Micropool Extended Detention • Multiple Pond Systems	Wet detention basins are constructed stormwater basins that have a permanent pool or micropool of water. Runoff from each rain event is detained above the permanent pool and released at a designed flow rate to reduce downstream water quantity impacts. Permanent pool depths must be ≥ 4 feet to reduce mosquito breeding.
Bioretention Areas	Bioretention areas are shallow stormwater basins or landscaped areas which utilize engineered soils and vegetation to capture and treat stormwater runoff. Runoff may be returned to the conveyance system, via underdrain, or allowed to partially infiltrate into the soil.
Infiltration Trench/Basin	An infiltration trench is an excavated trench filled with stone aggregate used to capture and allow infiltration of stormwater runoff into the surrounding soils through the bottom and sides of the trench. An infiltration basin allows infiltration of stormwater runoff into the surrounding soils through the bottom and sides of the trench.

Table 3.2 General Application Structural Controls	
Structural Control	Description
Enhanced Swales • Dry Swale • Wet Swale/Wetland Channel	Enhanced swales are vegetated open channels that are explicitly designed and constructed to capture and treat stormwater runoff within dry or wet cells formed by check dams or other means.

3.2.2 Limited Application Controls

Table 3.3 lists the limited application structural stormwater control practices, along with the rationale for limited use. These structural controls are recommended for use with particular land uses and densities, to meet certain water quality requirements, for limited usage on larger projects, or as part of a stormwater treatment train. A detailed discussion of each of the limited application controls, as well as design criteria and procedures can be found in [Section 3.3 of the GSMM](#).

Table 3.3 Limited Application Structural Controls	
Structural Control	Description and Rationale for Limited Use
Biofilters • Filter Strip • Grass Channel	Both filter strips and grass channels provide “biofiltering” of stormwater runoff as it flows across the grass surface. However, by themselves these controls cannot meet the performance goal. Consequently, both filter strips and grass channels should only be used as pretreatment measure or as part of a treatment train approach. They are also acceptable for use as a site design credit (see Chapter 4).
Hydrodynamic Devices • Gravity (Oil-Grit) Separator	Hydrodynamic controls use the movement of stormwater runoff through a specially designed structure to remove target pollutants. They are typically used on smaller impervious commercial sites and urban hotspots. These controls typically do not meet the 80% TSS removal performance goal and therefore should only be used as a pretreatment measure and as part of a treatment train approach.
Porous Surfaces • Porous Concrete • Porous Asphalt • Modular Porous Paver Systems	Porous surfaces are permeable pavement surfaces with an underlying stone reservoir to temporarily store surface runoff before it infiltrates into the subsoil. Porous concrete is the term for a mixture of coarse aggregate, portland cement and water that allows for rapid infiltration of water. Modular porous paver systems consist of open void paver units laid on a gravel subgrade. Both porous concrete and porous paver systems provide water quality and quantity benefits, but have high workmanship and maintenance requirements, as well as high failure rates. Note: Porous asphalt surfaces have a higher tendency to be clogged by clays, silts and oils resulting in a potentially high maintenance burden to maintain the effectiveness of this structural control. Further, summer heat in South Carolina can cause the asphalt to melt, destroying the porous properties of the surface. Therefore, the specific application of this BMP must be reviewed for both sediment and heat issues, as well as the traffic load that it is intended to carry, before allowing the application of this BMP.

Table 3.3 Limited Application Structural Controls (Cont.)

Structural Control	Description and Rationale for Limited Use
Media Filter Inserts	Media filter inserts, such as catch basin inserts and filter systems, are easily clogged and require a high degree of regular maintenance and replacement to achieve the intended water quality treatment performance and should not be used for areas of new development or redevelopment. These structural controls may serve a potential use in stormwater retrofitting. Before using this BMP, the designer must justify the anticipated performance for the constituent of concern, and receive approval from the City before included this BMP in any designs or construction activities.
- Proprietary Systems - Commercial Stormwater Controls	Proprietary controls are manufactured structural control systems available from commercial vendors designed to treat stormwater runoff and/or provide water quantity control. Proprietary systems often can be used on small sites and in space-limited areas, as well as in pretreatment applications. However, proprietary systems are often more costly than other alternatives, may have high maintenance requirements, and often lack adequate independent performance data, particularly for use in Georgia conditions.

3.2.3 Detention Structural Controls

Table 3.4 lists the detention structural stormwater control practices. These structural controls are recommended only for providing water quantity control, i.e. channel protection, overbank flood protection and/or extreme flood protection in a stormwater treatment train. A detailed discussion of each of the detention controls, as well as design criteria and procedures can be found in [Section 3.4 of the GSMM](#).

Due to the potential for pollutant resuspension and outlet clogging, detention structural controls are not intended to treat stormwater runoff and should be used downstream of other water quality structural control in a treatment train (forebay, micro-pool, filter strip, etc.)

Table 3.4 Detention Structural Controls	
Structural Control	Description
Dry Detention / Dry Extended Detention Basins	Dry detention basins and dry extended detention (ED) basins are surface facilities intended to provide for the temporary storage of stormwater runoff to reduce downstream water quantity impacts.
Multi-Purpose Detention Areas	Multi-purpose detention areas are site areas used for one or more specific activities, such as parking lots and rooftops, which are also designed for the temporary storage of runoff.
Underground Detention	Underground detention tanks and vaults are an alternative to surface dry detention for space-limited areas where there is not adequate land for a dry detention basin or multi-purpose detention area.

3.2.4 Not Recommended Structural Controls

The following structural controls in Table 3.5 are not recommended for use in the City of Columbia to meet stormwater management objectives, as they fail to demonstrate an ability to meet the majority of the water quality treatment goals and/or present difficulties in operation and maintenance.

Table 3.5 Not Recommended Structural Controls	
Structural Control	Rationale for Lack of Recommendation
Stormwater Wetlands • Shallow Wetland • Extended Detention Shallow Wetland	Stormwater wetlands consist of a combination of shallow marsh areas, open water and semi-wet areas above the permanent water surface. In order to keep them alive and functioning, proper hydroperiods must be maintained. Creating a wetland near development is likely to have difficulty in maintaining the hydroperiod due to the lack of baseflow and distance from the water table.

3.2.5 Using Other or New Structural Stormwater Controls

Innovative technologies may be allowed, providing there is sufficient documentation as to their effectiveness and reliability. The City will not allow any such technologies without independently derived information concerning performance, maintenance, application requirements and limitations.

More specifically, new structural stormwater control designs will not be accepted for inclusion in the Manual until independent pollutant removal performance monitoring data determine that the practice can meet the TSS and other selected pollutant concentration removal targets, and that the structural control conforms with local and/or State criteria for treatment, maintenance, and environmental impact.

3.2.6 Structural Stormwater Control Pollutant Removal Capabilities

General and limited application structural stormwater controls are intended to provide water quality treatment for stormwater runoff. Though each of these structural controls provides pollutant removal capabilities, the relative capabilities vary between structural control practices and for different pollutant types.

Pollutant removal capabilities for a given structural stormwater control practice are based on a number of factors including the physical, chemical and/or biological processes that take place in the structural control and the design and sizing of the facility. In addition, pollutant removal efficiencies for the same structural control type and facility design can vary widely depending on the tributary land use and area, incoming pollutant concentration, rainfall pattern, time of year, maintenance frequency and numerous other factors.

To assist the designer in evaluating the relative pollutant removal performance of the various structural control options, Appendix J provides design removal efficiencies for each of the general and limited application control practices. It should be noted that these values are conservative average pollutant reduction percentages for design purposes derived from sampling data, modeling and professional judgment. A structural control design may be capable of exceeding these performances, however the values in the table are minimum reasonable values that can be assumed to be achieved when the structural control is sized, designed, constructed and maintained in accordance with recommended specifications in this Manual.

Where the pollutant removal capabilities of an individual structural stormwater control are not deemed sufficient for a given site application, additional controls may be used in series in a “treatment train” approach. More detail on using structural stormwater controls in series is provided in Section 3.2.8.

For additional information and data on the range of pollutant removal capabilities for various structural stormwater controls, the reader is referred to the National Pollutant Removal Performance Database (2nd Edition) available at:

www.cwp.org
www.bmpdatabase.org

3.2.7 Structural Stormwater Control Selection

General Application Control Screening Process

Outlined below is a screening process for General Application structural stormwater controls. This process is intended to assist the site designer and design engineer in the selection of the most appropriate structural controls for a development site, and provides guidance on factors to consider in their location.

In general the following four criteria must be evaluated in order to select the appropriate structural control(s) or group of controls for a development:

- Stormwater Treatment Suitability
- Water Quality Performance
- Site Applicability
- Implementation Considerations

In addition, for a given site, the following factors must be considered and any specific design criteria or restrictions need to be evaluated:

- Physiographic Factors
- Soils
- Special Watershed or Stream Considerations

Finally, environmental regulations that may influence the location of a structural control on site, or may require a permit, need to be considered.

[Section 3.1.3 of the GSMM](#) provides a detailed selection process for comparing and evaluating various general application structural stormwater controls using two screening matrices and a list of location and permitting factors. Those tools can assist the design engineer in selecting the subset of structural controls that will meet the stormwater management and design objectives for a development site or project.

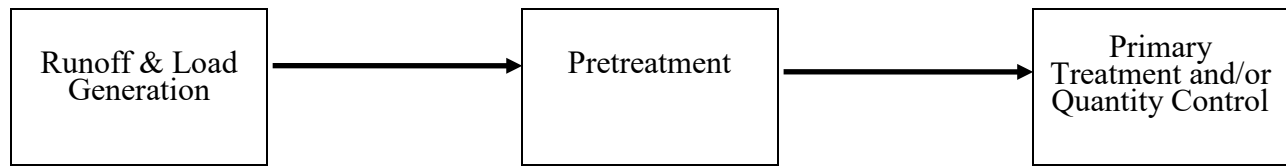
3.2.8 Using Structural Stormwater Controls in Series

The following subsections provide a general description of how BMPs in series can be used to meet water quality goals, and the appropriate manner in which to calculate their cumulative effect on removing pollutants.

3.2.8.1 General Methodology

Stormwater Treatment Trains

The minimum stormwater management standards are an integrated planning and design approach, sometimes called a stormwater “treatment train”. A treatment train consists of all the design concepts and nonstructural and structural controls that work to attain water quality and quantity goals. This is illustrated in Figure 3.1.

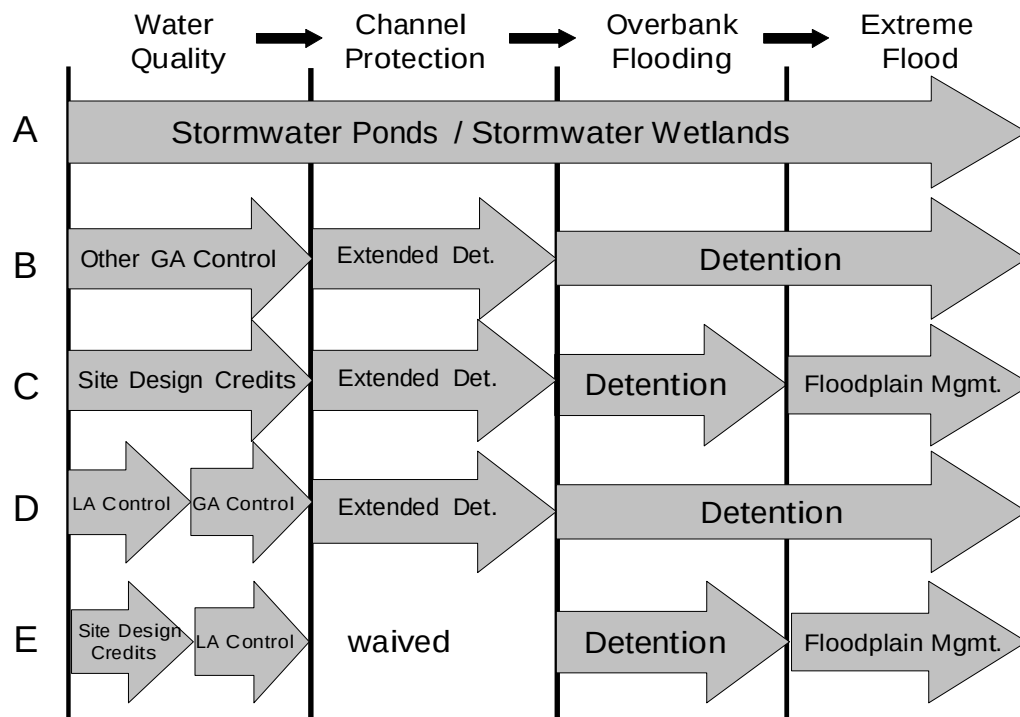
Figure 3.1: Generalized Stormwater Treatment Train

Runoff and Load Generation – The initial part of the “train” is located at the source of runoff and pollutant load generation, and consists of better site design and pollution prevention practices that reduce runoff and stormwater pollutants.

Pretreatment – The next step in the treatment train consists of pretreatment measures. These measures typically do not provide sufficient pollutant removal to meet the 80% TSS reduction goal, but do provide calculable water quality benefits that may be applied towards meeting the WQv treatment requirement.

Primary Treatment and/or Quantity Control – The last step is primary water quality treatment and/or quantity (channel protection, overbank flood protection, and/or extreme flood protection) control.

Many combinations of structural controls in series may exist for a site. Figure 3.2 provides a number of hypothetical examples of how the unified stormwater sizing criteria may be addressed by using structural stormwater controls.

Figure 3.2 Examples of Structural Controls Used in Series

Referring to Figure 3.2 by line letter:

- A.** Two general application (GA) structural controls, stormwater ponds and stormwater wetlands, can be used to meet all of the unified stormwater sizing criteria in a single facility.
- B.** The other general application structural controls (bioretention, sand filters, infiltration trench and enhanced swale) are typically used in combination with detention controls to meet the unified stormwater sizing criteria. The detention facilities are located downstream from the water quality controls either on-site or combined into a regional or neighborhood facility.
- C.** Line C indicates the condition where an environmentally sensitive large lot subdivision has been developed that can be designed so as to waive the water quality treatment requirement altogether. However, detention controls may still be required for downstream channel protection, overbank flood protection and extreme flood protection.
- D.** Where a limited application (LA) structural control does not meet the 80% TSS removal criteria, another downstream structural control must be added. For example, urban hotspot land may be fit or retrofit with devices adjacent to parking or service areas designed to remove petroleum hydrocarbons. These devices may also serve as pre-treatment devices removing the coarser fraction of sediment. One or more downstream structural controls is then used to meet the full 80% TSS removal goal, and well as water quantity control.
- E.** In line E site design credits have been employed to partially reduce the water quality volume requirement. In this case, for a smaller site, a well designed and tested Limited Application structural control provides adequate TSS removal while a dry detention pond handles the overbank flooding criteria. For this location, direct discharge to a large stream and local downstream floodplain management practices have eliminated the need for channel protection volume and extreme flood protection structural controls on site.

3.2.8.2 Calculation of Pollutant Removal for Structural Controls in Series

For two or more structural stormwater controls used in combination, it is often important to have an estimate of the pollutant removal efficiency of the treatment train. Pollutant removal rates for structural controls in series are not additive. For pollutants in particulate form, the actual removal rate (expressed in terms of percentage of pollution removed) varies directly with the pollution concentration and sediment size distribution of runoff entering a facility.

For example, a stormwater pond facility will have a much higher pollutant removal percentage for very turbid runoff than for clearer water. When two stormwater ponds are placed in series, the second pond will treat an incoming particulate pollutant load very different from the first pond. The upstream pond captures the easily removed larger sediment sizes, passing on an outflow with a lower concentration of TSS but with a higher proportion of finer particle sizes. Hence, the removal capability of the second pond for TSS is considerably less than the first pond. Recent findings suggest that the second pond in series can provide as little as half the removal efficiency of the upstream pond.

To estimate the pollutant removal rate of structural controls in series, a method is used in which the removal efficiency of a downstream structural control is reduced to account for the pollutant removal of the upstream control(s). The following steps are used to determine the pollutant removal:

- For each drainage area list the structural controls in order, upstream to downstream, along with their expected average pollutant removal rates from Appendix J for the pollutants of concern.

- For cases where a limited application control is sited upstream from a general application control in the treatment train, the downstream general application structural control is given full credit for removal of pollutants.
- For any general application structural control located downstream from another general application control or a limited application structural control that has TSS removal rates equivalent to 80%, the designer should use half (i.e. 40% removal rate) of the normal pollutant removal rate for the second control in series. The reason for reducing the downstream BMP removal rate to half of its normal rate is that:
 - o The larger particles, which are easier to trap, were removed by the upstream BMP
 - o The remaining particles, which are smaller and harder to trap, remain for the downstream BMP and thereby reduce its effective removal rate
- For a general application structural control located downstream from a limited application structural control that cannot achieve the 80% TSS reduction goal the designer should use 75% of the normal pollutant removal rate for the second control in series.

Example:

TSS is the pollutant of concern and a stormwater pond is designed at the site outlet. A second stormwater pond is located downstream from the first one in series. If each pond has a normal removal rate of 80%, what is the total TSS removal rate? The following information is given:

- o Control 1 (Stormwater Pond 1) = 80% TSS removal (use 1.0 x design removal rate)
- o Control 2 (Stormwater Pond 2) = 40% TSS removal (use 0.5 x design removal rate)

Then applying the controls in order and working in terms of “units” of TSS starting at 100 units:

For Control 1: 100 units of TSS * 80% removal rate

- o 80 units removed; 20 units remaining

For Control 2: 20 units of TSS * 40% removal rate

- o 8 units removed; 12 units remaining

For the treatment train in total:

- o We started with 100 units; 12 units remain
- o 88 units were removed = 88% removal rate

3.2.9 On-Line Versus Off-Line Structural Controls

Structural stormwater controls are designed to be either “on-line” or “off-line.” On-line facilities are designed to receive, but not necessarily control or treat, the entire runoff volume up to the Q_{25} or Q_{100} event. On-line structural controls must be able to handle the entire range of storm flows.

Off-line facilities on the other hand are designed to receive only a specified flow rate through the use of a flow regulator (i.e. diversion structure, flow splitter, etc). Flow regulators are typically used to divert the water quality volume (WQv) to an off-line structural control sized and designed to treat and control the WQv. After the design runoff flow has been treated and/or controlled it is returned to the conveyance system. Figure 3.3 provides an example of an off-line sand filter and an off-line enhanced dry swale.

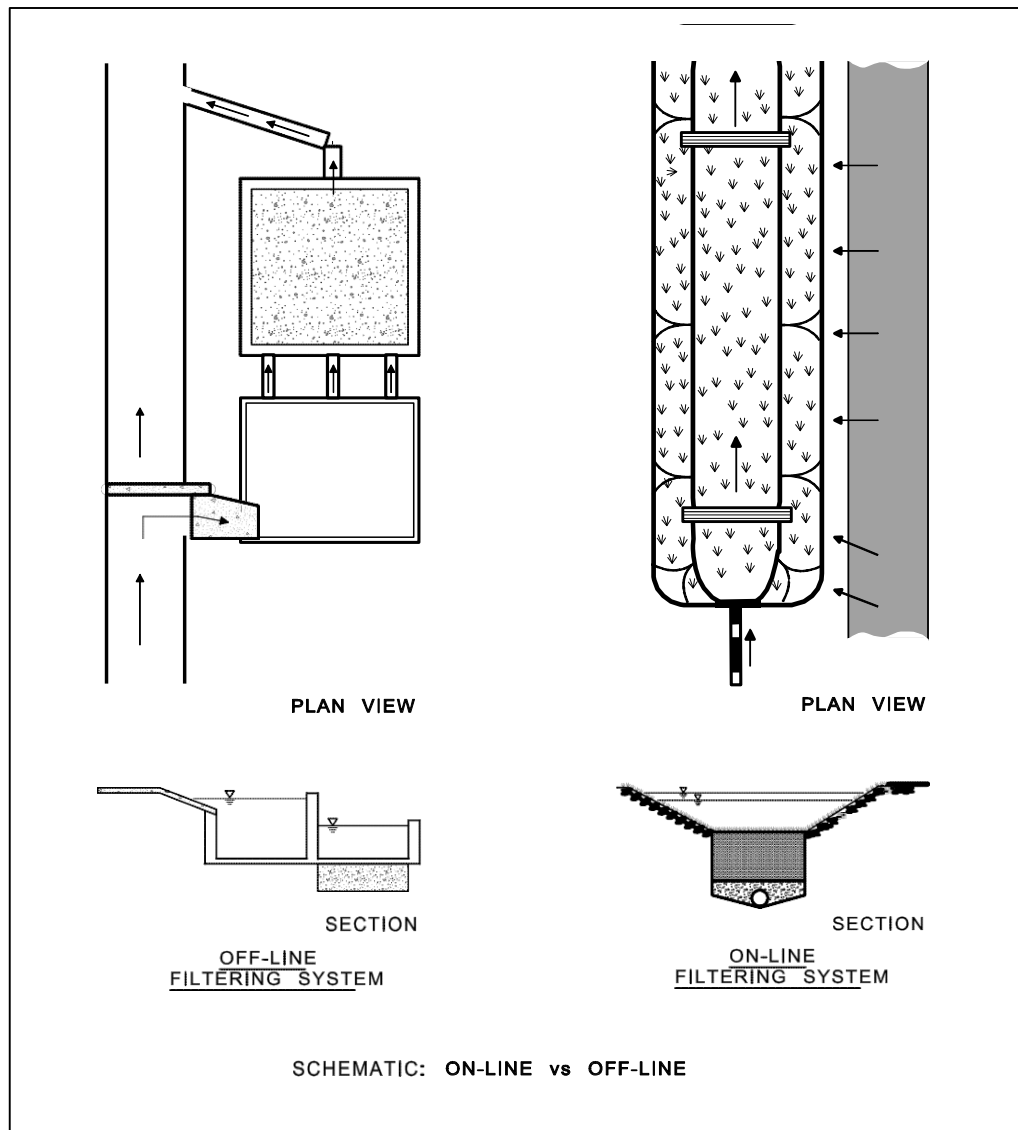


Figure 3.3 Example of On-Line versus Off-Line Structural Controls
(Source: CWP, 1996)

Flow regulation to off-line structural stormwater controls can be achieved by either:

- Diverting the water quality volume or other specific maximum flow rate to an off-line structural stormwater control, or
- Bypassing flows in excess of the design flow rate

The peak water quality flow rate (Q_{WQ}) can be calculated using the procedure found in Chapter 2.

Flow regulators can be flow splitter devices, diversion structures, or overflow structures (See Figures 3.4-3.6).

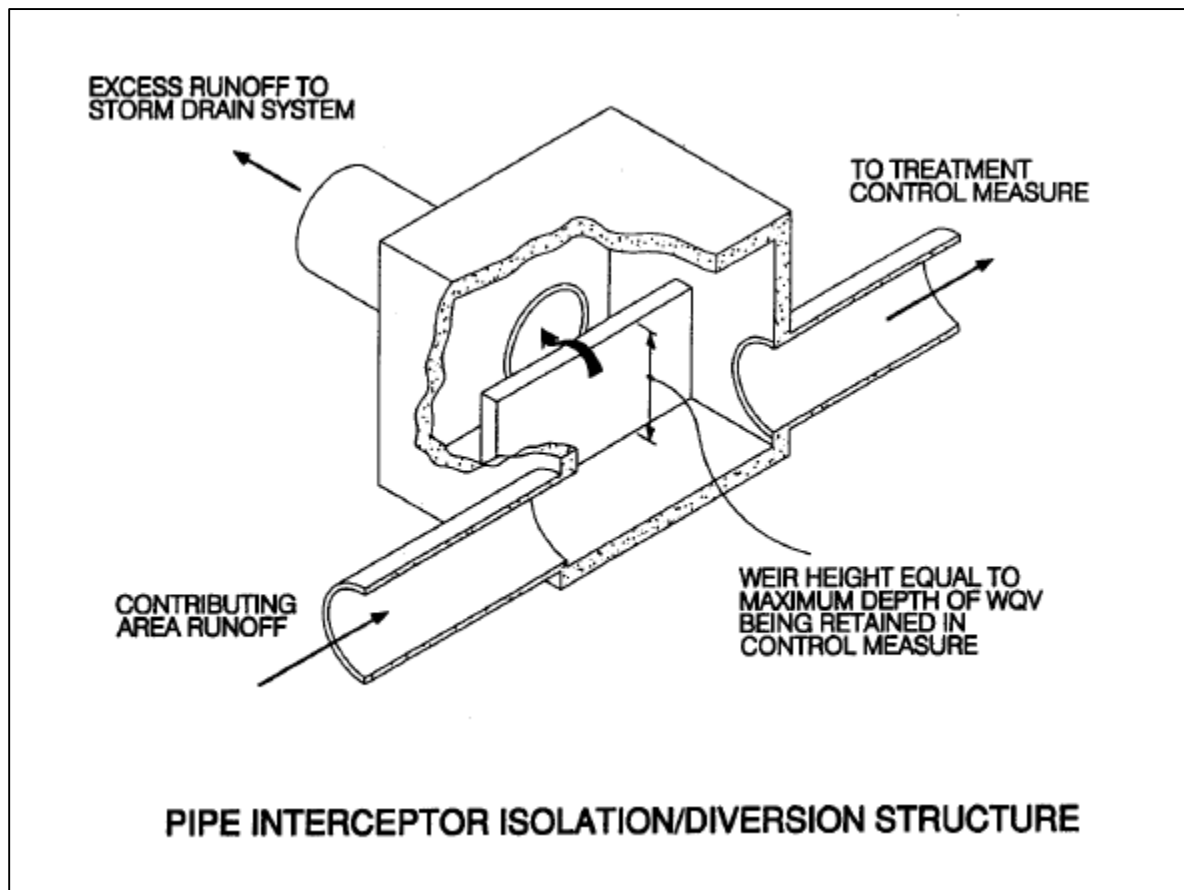


Figure 3.4 Pipe Interceptor Diversion Structure
(Source: City of Sacramento, 2000)

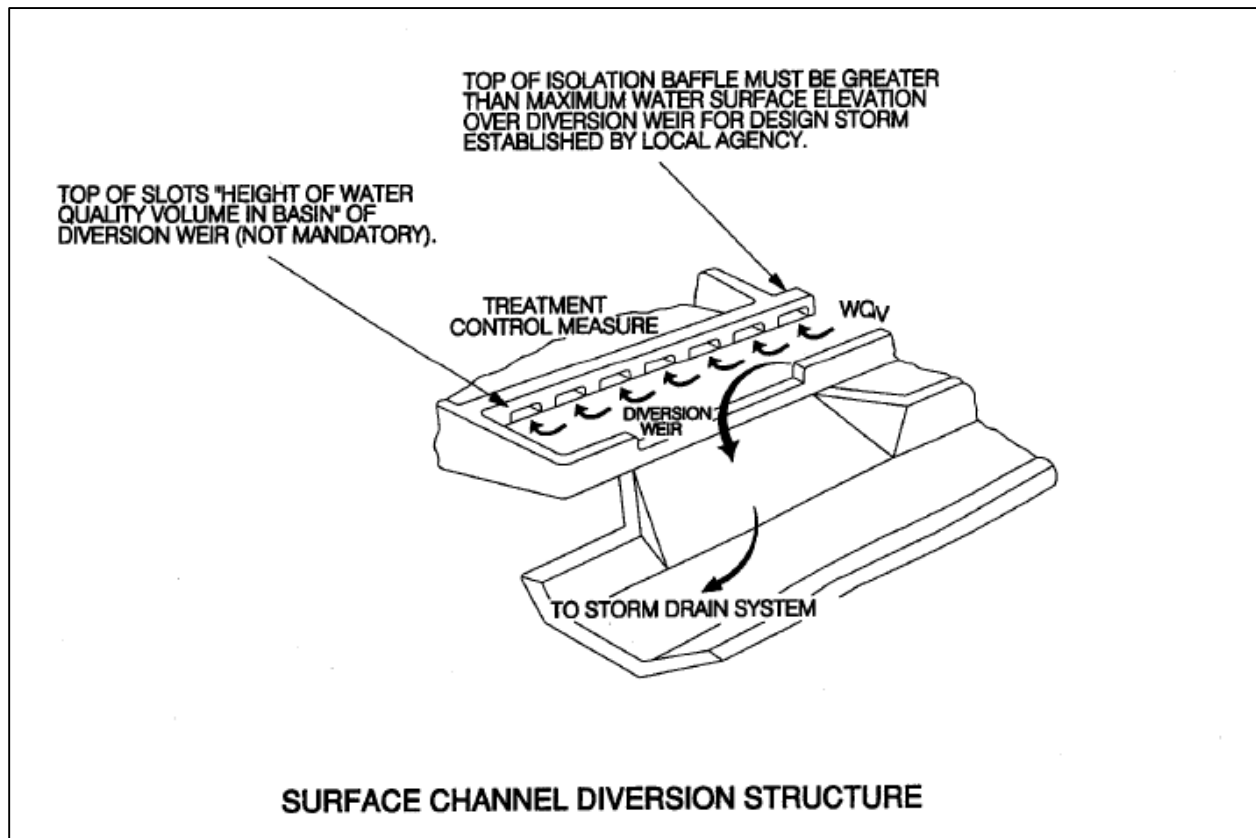


Figure 3.5 Surface Channel Diversion Structure
(Source: City of Sacramento, 2000)

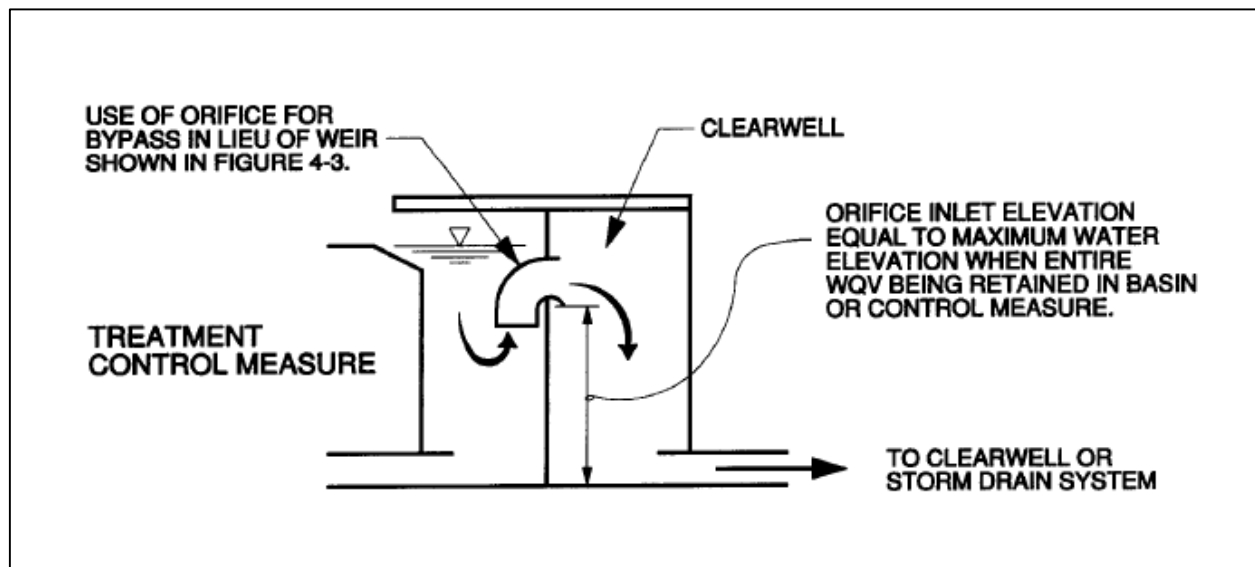


Figure 3.6 Outlet Flow Regulator
(Source: City of Sacramento, 2000)

Chapter 4 – Site Design Stormwater Credits

A set of stormwater “credits” has been developed to provide developers and site designers an incentive to implement better site design practices that can reduce the volume of stormwater runoff and minimize the pollutant loads from a site. The credit system directly translates into cost savings to the developer by allowing for a reduction in the water quality treatment volume (WQv). This also reduces the size of structural stormwater control and conveyance facilities for events greater than the water quality treatment (WQv) event.

The better site design practices that provide stormwater credits are listed in Table 4.1. Site-specific conditions will determine the applicability of each credit. For example, stream buffer credits cannot be taken on upland sites that do not contain perennial or intermittent streams.

Note: better site design practices and techniques that reduce the overall impervious area on a site already implicitly reduce the total amount of stormwater runoff generated by a site (and thus reduce WQv) and are not further credited under this system.

Table 4.1 Summary of Better Site Design Practices Providing Stormwater Volume Credits	
Practice	Description
Natural area conservation	Undisturbed natural areas are conserved on a site, thereby retaining their pre-development hydrologic and water quality characteristics.
Stream buffers	Stormwater runoff is treated by directing sheet flow runoff through a naturally vegetated or forested buffer as overland flow.
Use of vegetated channels	Vegetated channels are used to provide stormwater treatment.
Overland flow filtration/infiltration zones	Overland flow filtration/infiltration zones are incorporated into the site design to receive runoff from rooftops and other small impervious areas.

For each potential credit, there is a minimum set of criteria and requirements (e.g., flow length, contributing area, etc.) which identify the conditions or circumstances under which the credit may be applied. Site designers are encouraged to utilize as many credits as they can on a site. Greater reductions in stormwater storage volumes can be achieved when many credits are combined (e.g., disconnecting rooftops and protecting natural conservation areas). However, credits cannot be claimed twice for an identical area of the site (e.g. claiming credit for stream buffers and conservation area over the same site area).

Note: Due to local safety codes, soil conditions, and topography, some of these site design credits may be restricted. Designers are encouraged to consult with the City to ensure if and when a credit is applicable and to determine restrictions on non-structural strategies.

4.1 Stormwater Credits and the Site Planning Process

During the site planning process ([see Section 1.5 of the GSMM](#)) the integration of site design credits can be integrated with this process as shown in Table 4.2.

Table 4.2 Integration of Site Design Credits with Site Development Process	
Site Development	Site Design Credit Activity
Feasibility Study	• Determine stormwater management requirements • Perform site reconnaissance to identify potential areas for and types of credits
Site Analysis	• Identify and delineate natural feature conservation areas (natural areas and stream buffers)
Concept Plan	• Preserve natural areas and stream buffers during site layout • Reduce impervious surface area through various techniques • Identify locations for use of vegetated channels and groundwater recharge • Look for areas to disconnect impervious surfaces • Document the use of site design credits.
Preliminary and Final Plan	• Perform layout and design of credit areas – integrating them into treatment trains • Ensure unified stormwater sizing criteria are satisfied • Ensure appropriate documentation of site design credits according to local requirements.
Construction	• Ensure protection of key areas • Ensure correct final construction of areas needed for credits
Final Inspection	• Develop maintenance requirements and documents • Ensure long term protection and maintenance • Ensure credit areas are identified on final plan and plat if applicable

Site Design Credit #1: Natural Area Conservation

A stormwater credit can be taken when undisturbed natural areas are conserved on a site, thereby retaining their pre-development hydrologic and water quality characteristics. Under this credit, a designer would be able to subtract conservation areas from total site area when computing water quality volume requirements and adhering to the criteria listed below. An added benefit will be that the post-development peak discharges will be smaller, and hence water quantity control volumes (CP_V , Q_{25} , and Q_{100}) will be reduced due to lower post-development curve (CN) numbers.

Rule: Subtract conservation areas from total site area when computing water quality volume requirements.

Criteria:

- Conservation area cannot be disturbed during project construction
- Shall be protected by limits of disturbance clearly shown on all construction drawings
- Shall be located within an acceptable conservation easement instrument that ensures perpetual protection of the proposed area.
- The easement must clearly specify how the natural area vegetation shall be managed and boundaries will be marked
- Managed turf (e.g., playgrounds, regularly maintained open areas) is not an acceptable form of vegetation management], and shall have a minimum contiguous area requirement of 10,000 square feet
- R_V is kept constant when calculating WQ_V

Example: Residential Subdivision
 Area = 38 acres
 Natural Conservation Area = 7 acres
 Impervious Area = 13.8 acres

$$R_V = 0.05 + 0.009 (I) = 0.05 + 0.009 (36.3\%) = 0.37$$

Credit:

7.0 acres in natural conservation area
 New drainage area = $38 - 7 = 31$ acres

Before credit:

$$WQ_V = (1.2)(0.37)(38)/12 = 1.40 \text{ ac-ft}$$

With credit:

$$WQ_V = (1.2)(0.37)(31)/12 = 1.15 \text{ ac-ft}$$

(18% reduction in water quality volume)

Site Design Credit #2: Stream Buffers

This credit can be taken when stormwater runoff is effectively treated by a stream buffer. Effective treatment constitutes treating runoff through overland flow in a naturally vegetated or forested buffer. Under the proposed credit, a designer would be able to subtract areas draining via overland flow to the buffer from total site area when computing water quality volume requirements. In addition, the volume of runoff draining to the buffer can be subtracted from the channel protection volume. The design of the stream buffer treatment system must use appropriate methods for conveying flows above the annual recurrence (1-yr storm) event, and adhere to the criteria listed below.

Rule: Subtract areas draining via overland flow to the buffer from total site area when computing water quality volume requirements.

Criteria:

- The minimum undisturbed buffer width shall be 50 feet, or as required by the City's Buffer Ordinance, whichever is greater.
- The maximum contributing length shall be 150 feet for pervious surfaces and 75 feet for impervious surfaces
- The average contributing slope shall be 3% maximum unless a flow spreader is used
- Runoff shall enter the buffer as overland sheet flow. A flow spreader can be supplied to ensure this, or if average contributing slope criteria cannot be met
- Not applicable if overland flow filtration/groundwater recharge credit is already being taken
- Buffers shall remain unmanaged other than routine debris removal
- R_V is kept constant when calculating WQ_V

Example: Residential Subdivision
 Area = 38 acres
 Impervious Area = 13.8 acres
 Area Draining to Buffer = 5 acres

$$R_V = 0.05 + 0.009 (I) = 0.05 + 0.009 (36.3\%) = 0.37$$

Credit:

5.0 acres draining to buffer

New drainage area = $38 - 5 = 33$ acres

Before credit:

$$WQ_V = (1.2)(0.37)(38)/12 = 1.40 \text{ ac-ft}$$

With credit:

$$WQ_V = (1.2)(0.37)(33)/12 = 1.22 \text{ ac-ft}$$

(13% reduction in water quality volume)

Site Design Credit #3: Vegetated Channels

This credit may be taken when vegetated (grass) channels are used for water quality treatment. Under the proposed credit, a designer would be able to subtract the areas draining to a grass channel from total site area when computing water quality volume requirements. A vegetated channel can fully meet the water quality volume requirements for certain kinds of low-density residential development (see low impact development credit). An added benefit will be that the post-development peak discharges will likely be lower due to a longer time of concentration for the site.

This credit cannot be taken if grass channels are being used as a limited application structural stormwater control (i.e. not designed to fully meet the design methodology and criteria) towards meeting the pollutant reduction goal for WQ_V treatment.

Rule: Subtract the areas draining to a grass channel from total site area when computing water quality volume requirements.

Criteria:

- The credit shall only be applied to moderate or low density residential land uses (3 dwelling units per acre maximum)
- The maximum flow velocity for water quality design storm shall be less than or equal to feet per second
- The minimum residence time for the water quality storm shall be 5 minutes
- The bottom width shall be a maximum of 6 feet. If a larger channel is needed use of a compound cross section is required
- The side slopes shall be 3:1 (horizontal:vertical) or flatter
- The channel slope shall be 3 percent or less
- R_V is kept constant when calculating WQ_V

Example: Residential Subdivision
Area = 38 acres
Impervious Area = 13.8 acres

$$R_V = 0.05 + 0.009 (I) = 0.05 + 0.009 (36.3\%) = 0.37$$

Credit:

12.5 acres meet grass channel criteria
New drainage area = $38 - 12.5 = 25.5$ acres

Before credit:

$$WQ_V = (1.2)(0.37)(38)/12 = 1.40 \text{ ac-ft}$$

With credit:

$$WQ_V = (1.2)(0.37)(25.5)/12 = 0.94 \text{ ac-ft}$$

(33% reduction in water quality volume)

Site Design Credit #4: Overland Flow Filtration/Groundwater Recharge Zones

This credit can be taken when “overland flow filtration/infiltration zones” are incorporated into the site design to receive runoff from small impervious areas (e.g., driveways, small parking lots, etc). This can be achieved by grading the site to promote overland vegetative filtering or infiltration areas (i.e. rain gardens). If impervious areas are adequately disconnected, they can be deducted from total site area when computing the WQv requirements. An added benefit will be that the post-development peak discharges will likely be lower due to a longer time of concentration for the site.

Rule: If impervious areas are adequately disconnected (i.e. the receiving area has the appropriate soils, surface area, length and slope to filter and/or infiltrate the calculated runoff volume for the water quality event), they can be deducted from total site area when computing the water quality volume requirements.

Criteria:

- Relatively permeable soils (hydrologic soil groups A and B) must be present
- Runoff shall not come from a designated hotspot
- The maximum contributing impervious flow path length shall be 75 feet
- Downspouts shall be 10+ feet away from impervious surface to discourage “re-connections”
- The disconnection shall drain continuously through a vegetated channel, swale, or filter strip to the property line or structural stormwater control
- The length of the “disconnection” shall be equal to or greater than the contributing length
- The entire vegetative “disconnection” shall be on a slope less than or equal to 3 percent
- The imperviousness area to a discharge location is 5,000 square feet or less.
- If draining directly to a buffer the stream buffer credit cannot also be used
- R_V is kept constant when calculating WQ_V

Example: Site Area = 3.0
 Impervious Area = 1.9 acres (or 63.3% impervious cover)
 “Disconnected” Impervious Area = 0.5 acres

$$R_V = 0.05 + 0.009 (I) = 0.05 + 0.009 (63.3\%) = 0.62$$

Credit:

0.5 acres of surface imperviousness hydrologically disconnected
 New drainage area = $3 - 0.5 = 2.5$ acres

Before credit:

$$WQ_V = (1.2)(0.62)(3)/12 = 0.19 \text{ ac-ft}$$

With credit:

$$WQ_V = (1.2)(0.62)(2.5)/12 = 0.15 \text{ ac-ft}$$

(21% reduction in water quality volume)

4.2 User Fee Crediting Options

The Unified Sizing Criteria (USC) method is hydrology-based, using imperviousness as the key factor in determining the WQ_v and associated stormwater burden on the City. The User Fee is the City's primary funding mechanism for managing stormwater quality associated with impervious areas. Mitigating stormwater quality impacts through the use of Better Site Design and Best Management Practices can reduce the burden on the City and will be rewarded by a reduction in the User Fee, where applicable. To calculate the User Fee Credit for Water Quality Volume Reduction, use the following method:

1. Calculate the WQ_v that is addressed by the site, based on the USC Methodology.
2. Convert the WQ_v to an area by dividing the WQ_v by the water quality rainfall depth of 1.2 inches. This is the area of which water quality impacts will be fully mitigated (by infiltration and/or filtration) - this will be referred to as the WQ_v Impervious Reduction (IR).
3. Identify the amount of physical imperviousness that the site contains, which the User Fee would be based on – this will be referred to as the Impervious Area (IA).
4. Compare the IR and IA values, and generate a % Reduction that is applied to the fee (i.e. $IR/IA = \% \text{ Reduction}$). The % Reduction should be rounded to the nearest whole number. User fee crediting will be capped at a maximum % Reduction of 30%.
5. Multiply the % Reduction by the User Fee (based on Impervious Area) to calculate the final amount of the User Fee.

Chapter 5 – Additional BMP Requirements

5.1 Water Surface Dewatering

When discharging stormwater from temporary sediment basins, sediment ponds, or other similar impoundments, utilize outlet structures that only withdraw water from near the surface of the basin or impoundment, unless infeasible. The outlet structure should be capable of conveying the flow of the 10-year, 24-hour storm event.

Typically referred to as “skimmers,” water surface dewatering devices are designed to improve sediment trapping efficiency by regulating the filling and draining of a stormwater basin or pond. Since these devices float on the water surface, the skimmer orifice has a constant head that allows the basin to drain slowly at a constant rate from the water surface, where sediment concentrations are typically lowest.

Sediment basins and sediment ponds must be designed to consider the specific site conditions, including soil types, drainage area, sediment generated, rainfall, runoff, and potential risk for downstream impacts. When designing a sediment basin or sediment pond, the engineer should provide appropriate supporting calculations for the skimmer. Several manufacturers of these devices offer design guidance, construction details and specifications.

Appendices

A. Design Aids

- Calculation Worksheets
 - Volume Calculation Tool
 - BMP Sizing Tools for:
 - Bioretention
 - Infiltration Trench
 - Dry Enhanced Swale
 - Grass Filter Strip
 - Porous Surfaces
- Standard CAD Details and Notes/Specs
 - Bioretention
 - Infiltration Trench
 - Dry Enhanced Swale
 - Grass Filter Strip
 - Micropool Extended Dry Detention Pond
 - Wet Detention Pond

B. Maintenance Schedules

C. Flood Area Map

Appendix C: Flood Area Map



EXHIBIT B-3**Rocky Branch and Rocky Branch Watershed Improvements**

The Buyer, its successors and assigns, shall make necessary improvements to the Bluff Road railroad embankment, remove the railroad trestle downstream of Olympia Avenue and enlarge the Olympia Avenue culvert crossing to enhance water quality and improve flooding conditions in the area to a degree that is acceptable to the Buyer, Seller, and County and as recommended in the Urban Study of the Rocky Branch Watershed by AMEC Environmental & Infrastructure, Inc. dated June 1, 2012, a copy of which is attached as Exhibit B-4 hereto and incorporated herein by specific reference thereto and as set forth in the motion approved by Columbia City Council on June 5, 2012, a copy of which is attached hereto as Exhibit ## and incorporated herein by specific reference thereto.

Buyer, Seller, and the County shall work together to create the optimum flooding, drainage, and water quality situation from Assembly street to the Congaree River. In addition to the three improvements specifically set forth in the previous paragraph, the Buyer shall facilitate and pay for all surveying, plans, permitting, and design of the improvements. In addition, the Buyer shall use its best efforts to perform any mitigation required by DHEC or the Army Corp of Engineers, for the Buyer's relocation of the onsite stream, within Rocky Branch.



Urban Study

EXHIBIT B-4

Rocky Branch Watershed
Columbia, South Carolina

Prepared for:
City of Columbia
1136 Washington Street
Columbia, SC 29217

Prepared by:
AMEC Environment & Infrastructure, Inc.
720 Gracern Road
Columbia, SC 29210
(803) 798-1200

June 1, 2012

Project No. 6250-12-0007



Table of Contents

Executive Summary.....3

1. Introduction.....4

 1.2 Project Description4

 1.2.1 Available data and models5

 1.3 Regulatory Floodplain Mapping5

 1.4 Hydrology7

 1.5 Hydraulic Modeling10

2. Results and Conclusions.....19

3. Recommendations.....27

FIGURES

- Figure 1 - HMS Schematic of Rocky Branch Watershed
- Figure 2 - Location of the Proposed Site with the Ground DEM
- Figure 3 - Existing Floodplain SFHA
- Figure 4 - Hydrographs of the Base Flood at the Southern Railway Culvert

Executive Summary

The purpose of this study is to examine the Assembly Street site with respect to the proposed commercial development to determine the potential impacts that the development could have on the adjacent Rocky Branch. Rocky Branch currently has significant flooding and water quality problems and the effects of developing a large property adjacent to the stream must be studied to determine the potential impacts. When proposed project improvements potentially encroach on a regulatory floodway, the City of Columbia requires a demonstration that these improvements will not raise (ie, no rise) the off-site base flood elevations (BFE) along the waterway. The base flood elevation is defined as the 1% annual chance flood which means it has a one percent chance of occurrence in any given year, also referred to as the 100-year flood.

In addition to modeling the potential hydrologic and hydraulic impacts of the proposed commercial development, other scenarios were examined to identify opportunities to address flooding and water quality problems within Rocky Branch. The study results indicate that the proposed development of the project site could be implemented without significant impacts to the Rocky Branch watershed. Furthermore, immediate opportunities exist to alleviate localized flooding and water quality problems, and long term opportunities exist to develop a comprehensive plan for improving flooding and water quality problems throughout the watershed.

1. Introduction

The City of Columbia contracted AMEC Environment and Infrastructure, Inc. (AMEC) to conduct a study of the urban development impact to the Rocky Branch waterway and drainage basin as a result of the proposed development at 301 Assembly Street, Columbia, SC (project site). The goal of this assignment was to assess the potential hydrologic, hydraulic and water quality impact that the proposed development at the project site could have on the waterway and drainage basin.

1.2 Project Description

Rocky Branch is an urban stream that runs through downtown Columbia, approximately four miles in length, beginning in the Martin Luther King Park area. Rocky Branch flows through and under the Five Points area, through the University of South Carolina campus (USC), past the proposed development just south of Assembly Street, into the Olympia neighbourhood and eventually into the Congaree River. While the majority of Rocky Branch is a channelized urban stream with limited floodplain access, portions of the stream are piped under the Five Points area.

The project site located at 301 Assembly Street is currently a baseball park owned in part by the City of Columbia. The proposed development of the site would likely include the construction of a shopping center with approximately 186,000 square feet of retail stores and approximately 400,000 square feet of parking and other impervious surfaces. The site lies to the southeast of Rocky Branch near the intersection of Assembly Street and Ferguson Street. According to the latest Flood Insurance Rate Map (FIRM) for Richland County dated February 20, 2002, the proposed development would be located within the floodplain. However, the site is not shown to be encroaching in to the regulatory floodway, based on the information available to AMEC. FEMA is currently in the process of revising the floodplain map, which is scheduled to be completed by the end of 2012.

1.2.1 Available data and models

A complete list of the numerous documents reviewed for this study is included in the Appendix.

Among these documents, the Conceptual Site Plan by Freeland and Kauffman, dated 12/14/11, was used to model the proposed site development as directed by the City of Columbia. AMEC also evaluated the following available models:

- Rocky Branch FEMA Flood Insurance Study (FIS), which was conducted in the late 1970s, available as a PDF printout of a HEC-2 model.
- Parson Brinckerhoff (PB) HEC-RAS models showing 5 different scenarios/alternatives of potential modifications to Rocky Branch.
- Pace Engineering study which appears to be based on a HEC-2 model.

AMEC also obtained recent LiDAR data from the U.S. Geological Survey (USGS).

1.3 Regulatory Floodplain Mapping

The current effective regulatory information for Rocky Branch Watershed is outlined in the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) for Richland County, South Carolina And Incorporated Areas. This published FIS data consists of:

- Flood Insurance Rate Map (FIRM): Panel 94 of 275. Map Number: 45079C0094 H (Dated February 20, 2002).
- FIS Report (Volume 1 and 2): Dated September 29, 2010.

The FIS report (Volume 1) lists the Summary of Discharges for Rocky Branch as outlined in Table 1 below:

Table 1: Effective Summary of Discharges (Source: FEMA FIS Report)

	Drainage Areas (Square Miles)	Peak Discharges (cfs)			
		10-year	50-year	100-year	500-year
At Mouth	3.7	2,210	3,190	3,550	4,780
At Southern Railway	2.9	2,110	3,020	3,360	4,430

The dates listed in the published FIS are indicative of updates to adjacent watersheds and flooding sources in Richland County and its Incorporated Areas. However, the FIS did not indicate that Rocky Branch was re-studied, which explains why the effective Hydrologic and Hydraulic (H&H) study for Rocky Branch watershed traces back to the first effective FIS for the City of Columbia (September 1, 1983). In this first FIS, the hydraulic analyses were conducted in detail using U.S. Corp of engineers (HEC-2) software (Updated release August, 1977) which uses step-backwater method of calculation. HEC-2 is the predecessor of the HEC-RAS hydraulic model which is currently approved and preferred for use in most riverine hydraulic analyses submitted to FEMA.

AMEC obtained a scanned PDF copy of HEC-2 model for Rocky Branch (Run executed on July 17, 1979) and verified that the flows used in the HEC-2 model are consistent with the ones in the current FIS Report listed in Table 1 above. Therefore, the flows listed in Table 1 above were computed in the late 1970s and are the only FEMA regulated flows in the Rocky Branch Drainage Basin.

The current FIS Report mentions that the computed Special Flood Hazard Areas (SFHAs) were re-delineated for streams that were not re-studied (i.e., Rocky Branch). Consequently this means the FIRM map (dated February 20, 2002) already has the needed datum conversions (from NGVD29 to NAVD88) and also has the proper re-mapping of the SFHAs using up-to-date topographic information (at the time of production). This is consistent with FEMA's practice of

updating old models and maps to reference the elevations from the old National Geodetic Vertical Datum (NGVD 29) to the North American Vertical Datum (NAVD 88). This type of update does not include any updated underwater channel topographical survey nor does it include any update to the previously computed peak flood flows which are expected to increase due to urbanization.

The SFHAs are defined as the area that will be inundated by the flood event having a 1-percent chance of being equalled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood.

The proposed project area is within the FIRM SFHA. Attachment-A illustrates portions of the FIRM (FIRMettes) for this reach of Rocky Branch. Downstream of Assembly Street, the regulated computed Base Flood Elevation (BFE) from the HEC-2 model output (FIS profile Panel Number 120P) is 172.3 feet above mean sea level based on the NAVD88 datum while the mapped BFE (rounded) in the FIRM at the proposed development site is 173.0 feet (NAVD88).

1.4 Hydrology

As mentioned above, the effective flows (Table-1) used in the current FIS were based on late 1970s conditions of the Rocky Branch watershed. The Rocky Branch watershed has been subjected to many significant changes (i.e., landcover, landuse, grading, development...etc.) through the years. Therefore, the original flows needed to be updated to reflect the effective imperviousness of the watershed, which has increased. This section details the updates that were made to the flows by other parties, and the extent to which AMEC used that information for the goals of this project.

PB Americas, Inc. in conjunction with MA Engineering Consultants, Inc. was contracted by the City of Columbia to perform updated hydrologic and hydraulic studies of the Rocky Branch Watershed. This updated analysis was finalized in models and a report submitted to the City in October 2007. In this report, we refer to this updated analysis as the PB Study.

The PB Study based its analysis on comprehensive work conducted by the US Army Corps of Engineers (USACE), Charleston District in 2000. In this report, we refer to this work done by the USACE as the USACE Study.

The USACE constructed a comprehensive new hydrologic model of Rocky Branch Watershed using the USACE Hydrologic Engineering Center's Hydrologic Modelling System (HEC-HMS) model. The USACE HEC-HMS model was based on the existing conditions of the watershed which would have been the late 1990s. Due to land development and changes in Rocky Branch Watershed, PB Americas, Inc. updated the USACE HEC-HMS model while maintaining its original model configuration (See Figure-1). After comparing the USACE and PB Studies, only minor changes were noted to the overall drainage area (i.e. 0.008 square-mile difference) and no significant changes to the USACE flows were made).

AMEC performed cursory reviews of the PB Study and inspected its schematic components, connectivity, data input and executions. After inspecting the entire watershed with the most current aerial imagery (using Microsoft Bing), no changes were noted and there was no need to change the PB Study. However, AMEC updated the PB Study which was based on version 3.1.0 of HEC-HMS (Released November 2006) to version 3.5 which is the most recent available release (August 2010). Comparing the results of the two HEC-HMS versions (3.1.0 and 3.5), no differences were noted in the computed flows. Therefore, AMEC used the flows from the PB Study to analyze the current existing conditions of the Watershed.

Figure 1: HMS Schematic of Rocky Branch Watershed

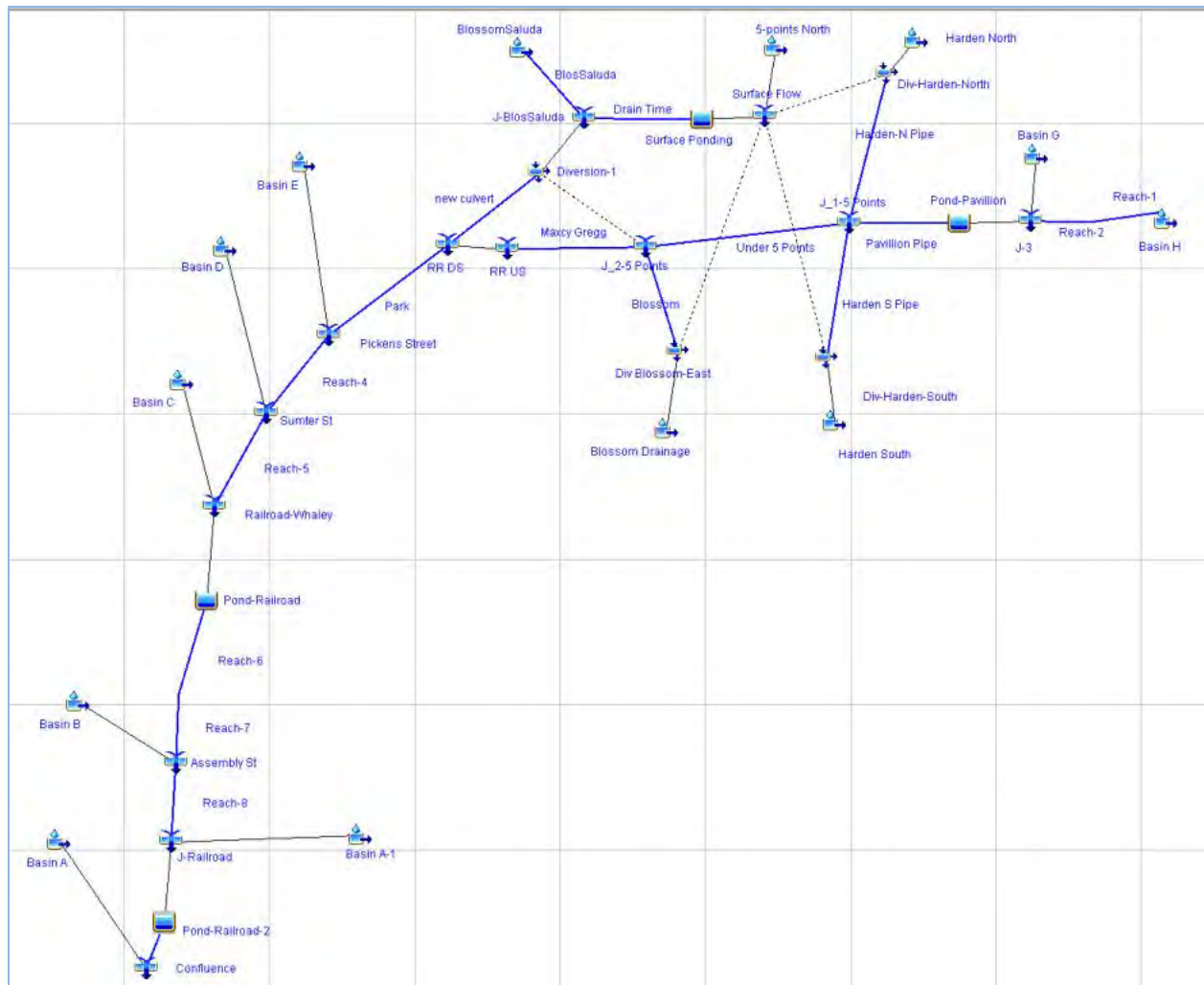


Table 2 below shows the existing peak discharges within the study reach as taken from the PB Study (2, 5, 10, 25, 50 and 100-year return interval floods which have a 50%, 20%, 10%, 4%, 2% and 1% annual chance of occurrence in any given year, respectively). The peak flows for the 1-year event were added by AMEC while analyzing the watershed response to other storm frequencies:

Table 2: Peak Flow Discharges of the Current Existing Conditions

HMS Location	1-year	2-year	5-year	10-year	25-year	50-year	100-year
Sumter Street	1,045	1,436	2,014	2,442	2,982	3,469	3,964
Assembly Street	1,218	1,653	2,320	2,843	3,503	4,062	4,621
J-Railroad (Railroad D/S of Bluff Rd)	1,241	1,700	2,417	2,972	3,692	4,305	4,927
Confluence with Congaree River	1,329	1,842	2,616	3,117	3,668	4,053	4,425

The rainfall events (2, 5, 10, 25, 50 and 100-year) in the PB Study are from the Richland County Climate Report (No. G32). In this Climate Report, the frequency of the 1-year rainfall event is not included.

The newly added 1-year frequency of rainfall event was taken from the National Oceanic and Atmospheric Administration (NOAA) using Atlas 14, Volume 2 and Version 3. The data is listed in Table 3 below:

Table 3: Precipitation Frequency Estimate for 1-year Event (90% Annual Chance)

Duration	5-min	15-min	1-hr	2-hr	3-hr	6-hr	12-hr	24-hr
Depth (Inch)	0.451	0.90	1.54	1.77	1.86	2.21	2.58	3.0

1.5 Hydraulic Modeling

Two kinds of technical evaluations are used for proposed development in a floodplain. All proposed floodplain development must meet the "no adverse effect" criteria, while proposed floodway development must also meet the "no-rise" criteria. For streams with detailed studies

(FEMA AE-zones) and established BFEs, the 100-year floodplain has been divided into two zones: the floodway and the floodway fringe. The floodway is that area that must be kept open to convey flood waters downstream. The floodway fringe is that area that can be developed in accordance with FEMA standards as adopted by local ordinances. Based on the information that AMEC was able to attain, the proposed filling of the development site appears to be located outside the floodway boundary of the regulated floodplain (Attachment-A: FIRMettes).

Effective Model

As mentioned earlier, the effective hydraulic model of Rocky Branch Watershed was developed in the late 1970s using the USACE HEC-2 Computer Software. A copy of the PDF printout of this model (input and output data) is included for the multiple and floodway runs (See Attachment B). The current FIS (Map and Report) for the study area uses the elevations generated from this model after converting the datum to NAVD88. The peak discharges in this model were listed in Table-1 above. The elevations based on the NAVD88 datum were computed by lowering the NGVD29 elevations by 0.8 feet (See Section 3.3 in the FIS Report Vertical Datum).

The model output printout as provided in Attachment B (See also FIS profile 119P-120P) shows that the BFE downstream of Assembly Street is approximately 172.3 feet (NAVD88) and remains almost the same (for approximately 1,500 feet) until the reach downstream of the Bluff Road railroad embankment located just downstream of Bluff Road.

Duplicate Effective Model

The effective model (HEC-2) was reproduced (with the same data and flows) using the latest U.S. Army Corps of Engineers (HEC-RAS) software, version 4.1.0. This new HEC-RAS model is referred to as the Duplicate Effective Model. Comparisons of output data between the Effective Model (i.e. original FIS published results) and Duplicate Effective Model show changes in flood elevations (increase of 1.7 feet). These changes are attributed to computational differences between succeeding versions of the model software, such as: method of

conveyance calculations, critical depth default, differences in bridge/culvert modeling routines, and many other updates to computational algorithms.

The HEC-RAS User's Manual and the HEC-RAS Hydraulics Reference Manual provide details on computational differences between the HEC-2 and HEC-RAS and guidance on simulating HEC-2 results; such manuals should be consulted to explain the differences between the Effective and Duplicate Effective Models. The HEC-RAS software and manuals can be downloaded from the internet at: (<http://www.hec.usace.army.mil/>). Another useful reference is FEMA's "HEC-RAS Procedures for HEC-2 Modelers," dated April 2002. This publication can be downloaded from FEMA website at: (http://www.fema.gov/fhm/dl_fpmm.shtml).

The original Duplicate Effective Model was constructed by Pace Engineering. The digital model and output printout as provided in Attachment C shows that the BFE downstream of Assembly Street (Section 67.8) is approximately 174.0 feet (NAVD88) and remains almost the same (for approximately 1,500 feet) until downstream of the railroad embankment downstream of Bluff Road.

Existing Condition Model:

The existing HEC-RAS model for Rocky Branch Watershed was developed by USACE (along with their HMS model) and updated by PB Americas, Inc. using HEC-RAS (3.1.3). The PB Study Report (October, 2007) explained the modifications made to the USACE model.

AMEC performed cursory reviews of PB Study and inspected its schematic components, applied flows, data input and executions. After inspecting the overall model, no changes to the PB model were needed as the model reasonably represents the condition of the stream. However, AMEC updated the PB Study from version 3.1.3 of HEC-RAS (Released May 2005) to version 4.1 which is the most recent available release (January 2010).

After comparing the results of the two HEC-RAS versions (3.1.3 and 4.1), negligible differences were noted in the computed elevations within the Study Reach. The new run of HEC-RAS based on Version 4.1 has, in general, had higher elevations comparing to the older release of

HEC-RAS (See Attachment D for a complete table). Table 4 below highlights the differences in BFEs, within the Study Reach, which were limited to +/- 0.01 feet.

Table 4: Difference in computed BFE based on the new release of HEC-RAS

Physical Location	HEC-RAS Stations	100-year Elevations in Feet (NAVD 88)		Difference in Elevations (ft)
		Version 3.1.3	Version 4.1	
Southern Railroad Bridge (Upstream)	6,376	175.39	175.4	-0.01
Southern Railroad Bridge (Downstream)	6,354	175.26	175.26	0
	6,250	175.3	175.31	-0.01
Dreyfuss Street (Upstream)	6,162	175.3	175.31	-0.01
Dreyfuss Street (Downstream)	6,112	175.3	175.3	0
	5,721	175.3	175.3	0
Bluff Road (Upstream)	5,231	175.3	175.3	0
Bluff Road (Downstream)	5,181	175.29	175.29	0
Southern Railroad Culvert (Upstream)	5,166	174.63	174.63	0
Southern Railroad Culvert (Downstream)	4,986	152.13	152.12	+0.01

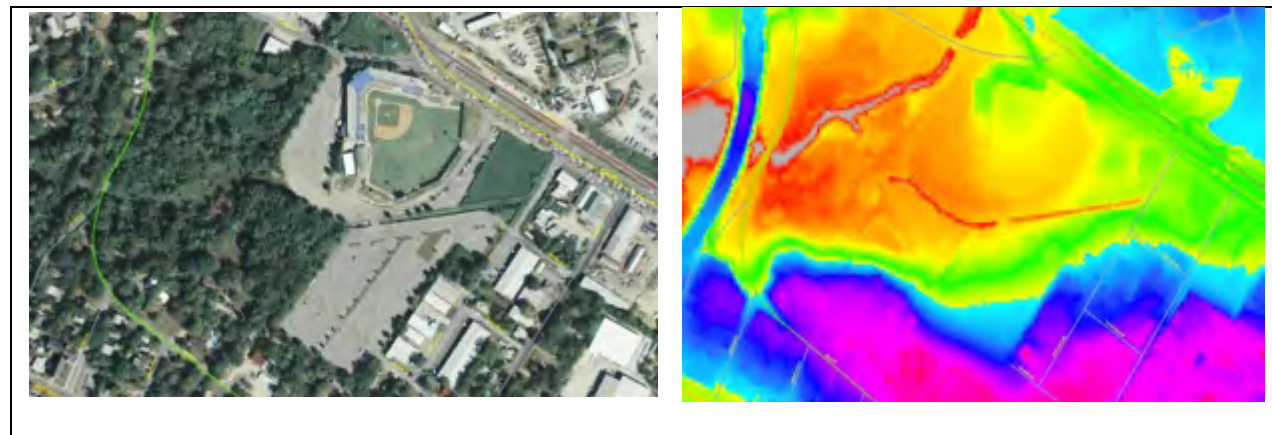
This existing model (version 4.1) is considered the Corrected Effective Model, since it reflects the updated flow conditions and/or undocumented, man-made changes that have occurred within the floodplain since the effective study was adopted. The model is also considered to be the Pre-Project Conditions and was used to analyze the impact of the proposed site on the floodplain. The BFE downstream of Assembly Street is approximately 175.3 feet (NAVD88), which is approximately 1.3 feet higher than the BFE in the duplicate effective model.

Post-Project Model:

The Pre-Project Condition Model was revised to reflect Post-Project Conditions (Proposed Model). The proposed model incorporates physical changes to the floodplain and terrain as a result of constructing the project. The proposed project would include a grading change that will place fill in the floodplain area, above the current floodplain elevation.

AMEC obtained recent LiDAR data and high resolution Digital Elevation Model (DEM) covering the entire Rocky Branch Watershed from the USGS.

Figure 2: Location of the proposed site with the ground DEM



This ground DEM was modified to show the proposed grading and wall with a top elevation of 185 feet. The pre-project condition model was based on surveyed structures and channel data. The left overbank of cross section 5721, located at 416 feet downstream of Dreyfuss Street, is affected by the proposed development and hence changing its overbank geometry generated the post-project model (See Attachment E). Table 5 below compares base flood elevations (BFE) for the pre-project model and post-project model. The base flood (100-year) is the only profile that was used for mapping the floodplain.

After analyzing the results of pre-project versus post-project conditions, it was shown that the BFEs are not changed, when rounded to tenths of a foot, and very insignificant changes were

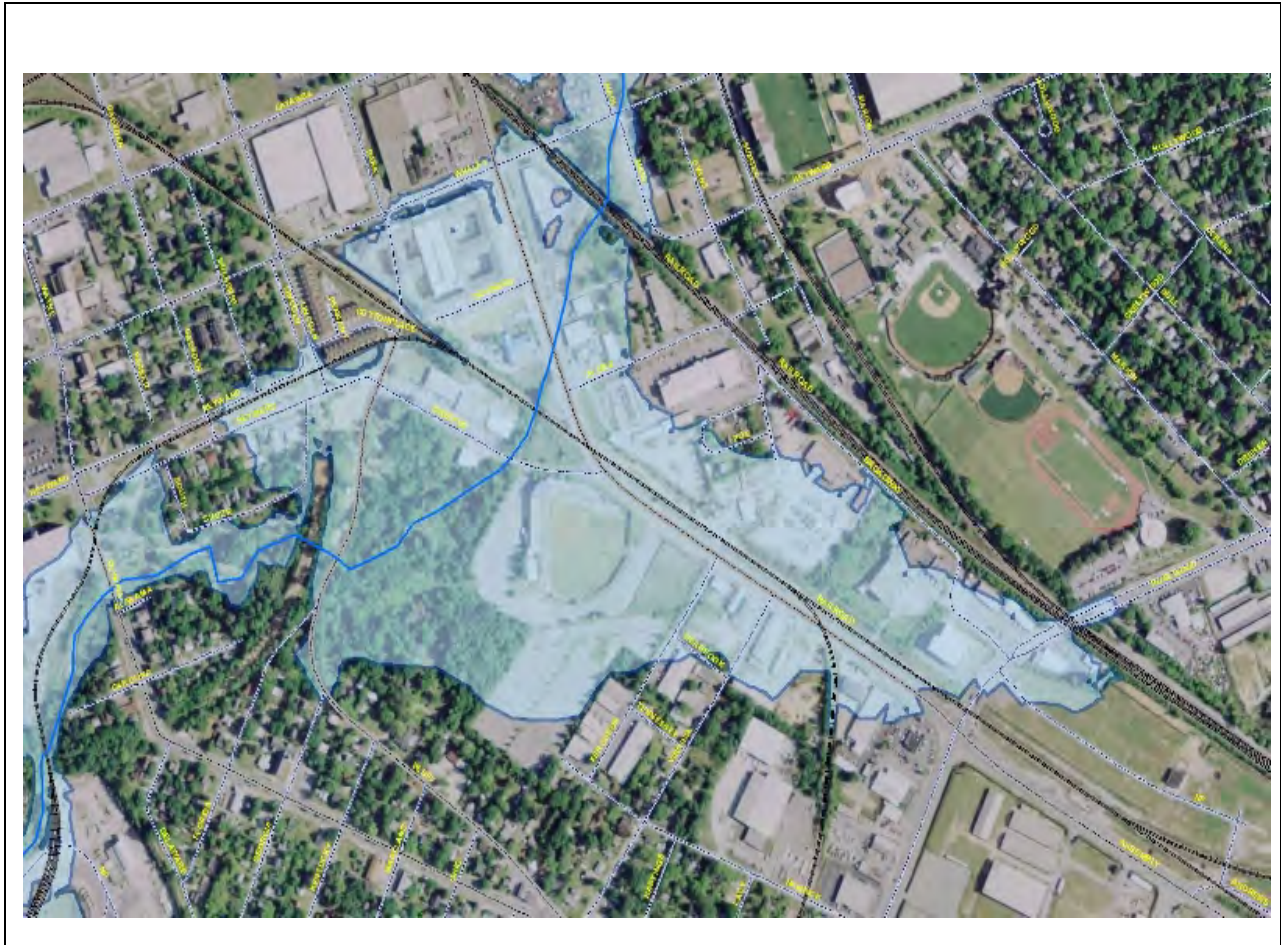
seen when rounded to hundredths of a foot. FEMA FIS Reports show only water surface elevations rounded to a tenth of a foot to display models' results. The results show that developing the site with this proposed plan is not expected to have an adverse effect on the BFE and SFHA.

Table 5: Computed Base Flood Elevations, before and after the proposed project

Physical Location	HEC-RAS Stations	Base Flood Elevation (BFE)	
		Pre-Project Model	Post-Project Model
Southern Railroad Bridge (Upstream)	6,376	175.4	175.4
Southern Railroad Bridge (Downstream)	6,354	175.26	175.27
	6,250	175.31	175.32
Dreyfuss Street (Upstream)	6,162	175.31	175.32
Dreyfuss Street (Downstream)	6,112	175.3	175.3
	5,721	175.3	175.3
Bluff Road (Upstream)	5,231	175.3	175.3
Bluff Road (Downstream)	5,181	175.29	175.29
Southern Railroad Culvert (Upstream)	5,166	174.63	174.63
Southern Railroad Culvert (Downstream)	4,986	152.12	152.12

The entire proposed project is located in the backwater (ineffective flow areas) outside the effective conveyance portion of the stream. Fill in such a backwater area is not expected to impact the BFE.

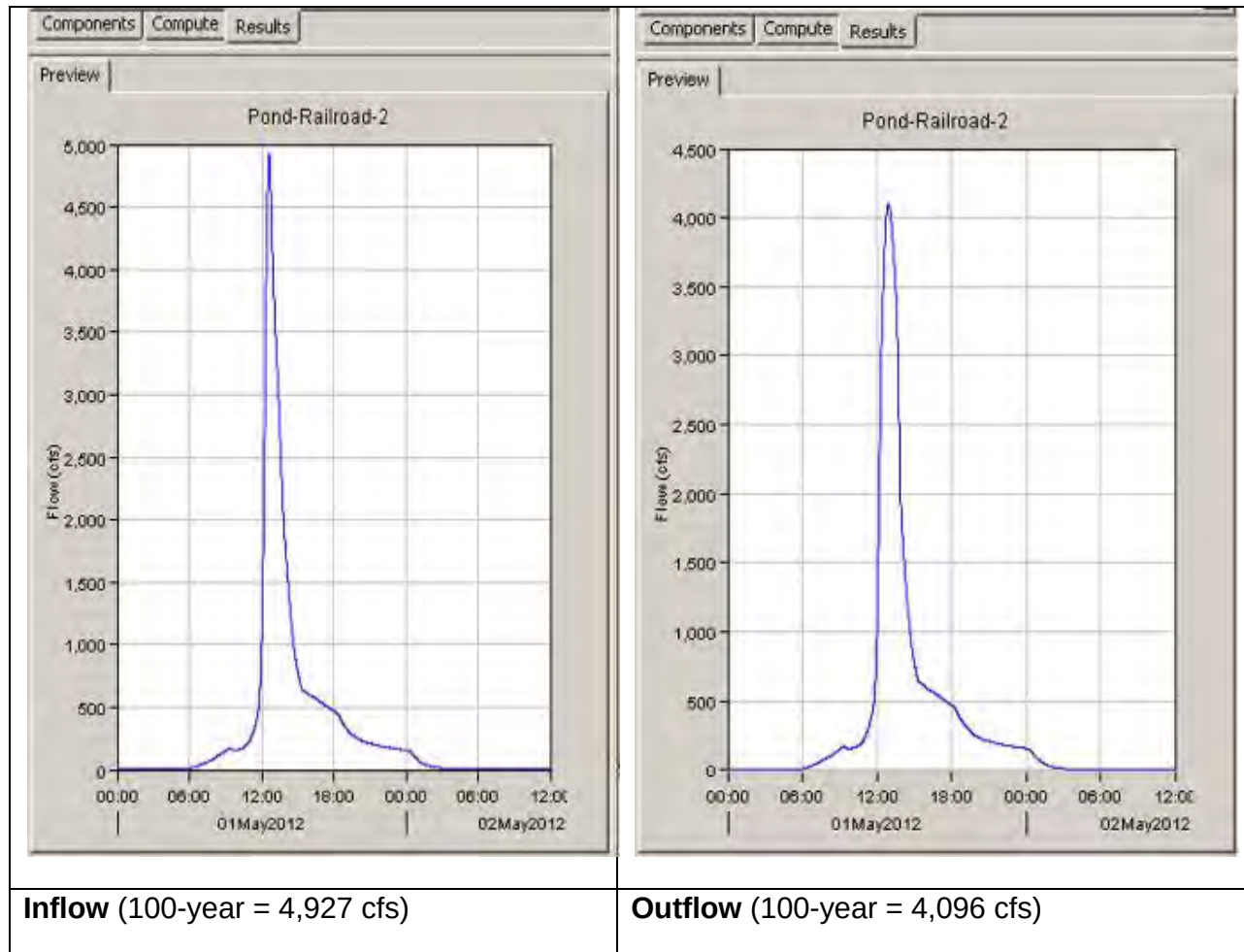
Figure 3: Existing Floodplain (SFHA)



Upon inspecting the base profile (100-year) in the existing HEC-RAS model (or even the profile Panels 119-120P), it can be seen that the BFE is being controlled by the high embankment areas at the railroad culvert just downstream of Bluff Road. This embankment is affecting flooding conditions upstream and at the location of the proposed site development, and behaves

as an in-line pond with the ability to lower (attenuate) the exiting flows. Figure 4 shows the hydrologic hydrographs upstream and downstream of this confining railroad culvert. Those hydrographs show the relationship of stream flow to the start of storm runoff.

Figure 4: Hydrographs of the Base Flood at Southern Railroad Culvert



Therefore, it will be important to use these attenuated flows for cross-sections downstream of the Bluff Road railway embankment to get a proper assessment of the impacts from proposed alterations to that crossing. The following section (Results) will focus on and provide the details

regarding alternative design analyses which include reducing flood stages for the Assembly Street site, hydrologic impacts to downstream areas, and the potential mitigating measures that could be taken.

2. Results and Conclusions

The results of AMEC's analyses are provided below, in the form of responses to the primary questions asked by the City. Tables and figures have been provided to show and compare the critical information from the modeling analyses. The full modeling results can be found in the Appendix.

How did the AMEC analyses compare with past studies?

AMEC was able to leverage the work performed in previous studies by PACE Engineering (2011) and PB Americas, Inc. (2007), which was collected by AMEC in the initial data collection steps of the project. AMEC's review of that available modeling information resulted in the following conclusions:

- PACE Engineering used the effective FEMA model, which was in the HEC-2 format and used the original Flood Insurance Study flows which did not reflect recent increases in urbanization. This was a reasonable first step to take by PACE Engineering, considering that this was an early assessment of floodplain behavior.
- PB Americas Inc. developed a new hydraulic model that was updated to reflect more recent watershed conditions (2006) including updated flows, which were developed with a widely accepted hydrologic model called HEC-HMS. The new hydraulic model (HEC-RAS), with its updated and higher flows, predicted flood stages that were higher than those predicted in the PACE Engineering model.
- A detailed review of the PB Americas Inc. HEC-RAS model determined that those cross-sections needed to be extended laterally to properly model flows for the highest flood stages. Therefore, AMEC used existing topographical data to extend the HEC-RAS

model cross-sections. This resulted in the prediction of similar stages as compared to the PB Americas model, but the AMEC hydraulic model shows wider and more accurate floodplain widths (See Map 1). The AMEC HEC-RAS model floodplain limits were similar than those in the effective FIRM, as can be seen in Map 2.

- The PB Study did model crossings causing large backwater conditions, such as the Bluff Road railway embankment, as dams and lakes in the HEC-HMS model. Doing so incorporates the effects of in-stream storage which can result in lower (attenuated) flows to downstream areas. The PB Study did not include attenuated flows in the HEC-RAS model, and instead chose to use conservatively higher unattenuated flows for the reach downstream of the Bluff Road railway embankment. That decision is common practice for studies that are focused on the hydraulic performance of a stream. However, AMEC did use hydrologic routing through these pond areas, which is discussed later in this section.
- Questions about the potential adverse downstream and upstream effects of the proposed fill to the project site, as well as the potential benefits of various stream crossing modifications, will be addressed later in this report.

In summary, AMEC found the previous studies by PACE Engineering and PB Americas, Inc. to be reasonable for their purposes, but the following changes were required by AMEC to address the goals of this project:

- Use the HEC-RAS model geometry from the PB Study, with extended cross-sections added by AMEC
- Use the updated flows from the HEC-HMS model developed in the PB Study, but change the flows downstream of the Bluff Road railway embankment to reflect the attenuated flows from the in-stream storage.

Would the proposed fill from the site cause a rise to the floodplain due to loss of conveyance?

AMEC used the available site design concept plan to modify the AMEC baseline HEC-RAS model. As can be seen in Map 3, the site limits lie in the backwater area, created by the severely undersized culvert through the railway embankment downstream of Bluff Road. This backwater area has a lesser conveyance capacity and is sometimes referred to as a “dead-water area”. Therefore, when modeled, the stream’s conveyance capacity was not shown to be affected by the proposed fill in this portion of the floodplain. It was determined that the proposed site development concept could likely be implemented without a rise in upstream water surfaces. Figure 1 provides a comparison of the flood stages at the site, which also depicts the proposed fill that was simulated in AMEC’s HEC-RAS model.

It should be noted that AMEC’s interpretation of the limits of fill may be different from a final design, and these rise calculations should be revised upon completion of final design. However, any such rises, if they occur, could likely be mitigated with downstream capacity increases, which are discussed later in this section. It should also be pointed out that the risk of negative impacts from the proposed site fill (i.e. storage volume that would be lost) was also considered. This issue is addressed later in this section also.

Would the fill reduce the storage volume of the floodplain and cause adverse impacts?

To address this question, AMEC validated the PB Study HEC-HMS model, which included a storage node for the Bluff Road railway embankment. That model resulted in reduced outflows from the railway culvert to the lower reach of Rocky Branch Creek (Olympia Avenue to the Congaree River). AMEC computed an independent in-stream storage estimate using available topographic data in the form of a Digital Elevation Model (DEM). As a result, AMEC’s estimates of the available in-stream storage behind the Bluff Road railway embankment were higher than those used in the PB Study model. The increase in available storage is considered to be the result of a more accurate DEM than what was available to PB Americas, Inc. Additionally, AMEC calculated the estimated proposed fill volume based on the conceptual site design. A comparison of those storage volumes is provided in Table 6.

Table 6 – Comparison of Floodplain Storage (for Elev 170)

Source	Storage (ac-ft)
PB Americas, Inc.	179.2
AMEC	328.7
Added Site Fill	241.0

When the HEC-HMS model was modified to include the greater in-stream storage capacity found to exist behind the Bluff Road railway embankment, the peak flows predicted to be exiting the Bluff Road railway culvert did not significantly differ from what was predicted in 2006 by PB Americas Inc. The peaks flows that were used in the hydraulic models by AMEC for the railway embankment ponding (inflows) and areas immediately downstream (outflows) are provided in Table 7. The results in Table 7 indicate that there is a potential for lower flood stages, as compare to the PB Study, downstream of the Bluff Road railway embankment for flood events greater than the 10-year event. This could lead to impacts from proposed downstream improvements (i.e. the Bluff Road RR upgrade/removal), intended to reduce upstream flooding. This topic will be discussed later in this section.

AMEC also computed the potential loss of in-stream storage capacity in the ponding near the development site due to the proposed fill (see Table 6). That reduction in volume had no impacts on the outflow from the Bluff Road railway culvert. Therefore, AMEC determined that the proposed fill on the development site would not be expected to have an impact on downstream flows due to that change to the hydrologic routing of the stream.

Table 7 – Bluff Road Railway Culvert Flows

Storm Event	2-year	5-year	10-year	25-year	50-year	100-year
Inflow (cfs)	1,700	2,417	2,972	3,692	4,305	4,927
Outflow (cfs)	1,697	2,396	2,846	3,357	3,732	4,096
Change (cfs)	-3.8	-20.8	-126	-335.6	-572.7	-831.8
% Change	-0.2%	-0.9%	-4.2%	-9.1%	-13.3%	-16.9%

Can improving the downstream crossings move flooding downstream?

As noted earlier in this section, there is the potential to move flooding (adjacent to the site) to a downstream location by increasing the capacity of downstream stream crossings. Specifically, there was concern that the attenuated culvert outflow rates from the Bluff Road railway culvert could be increased if that crossing was hydraulically improved. Therefore, AMEC further modified the baseline HEC-RAS model to assign the attenuated flows in Table 7 to the stream reach downstream of the Bluff Road railway. The results of that modeling can be seen in Profiles 2 through 4, which compare the flood stages with and without the Bluff Road railway embankment. If the Bluff Road railway embankment were to be removed it would reduce upstream stages, and increase downstream flows and stages, due to the absence of the backwater effect from the currently under-sized culvert. The peak flood stage increases downstream of Olympia Avenue are approximately as follows:

- 100-yr: 1.5 ft
- 50-yr: 1 ft
- 10 to 25-yr: <0.5 ft

- 1 to 5-yr: no rise

Potential mitigation measures to prevent this impact from occurring are discussed in the later in this section.

Can improving the downstream crossings improve the flooding conditions?

As shown in Profiles 2-4, improving the hydraulic capacity of the Bluff road railway embankment can dramatically reduce the backwater effect and flood stages in the Assembly Street area. It should also be noted that the results shown in Figures 2-4 reflect the greatest benefits that could be achieved, without regard to cost or convenience. This supports the trend identified by PACE Engineering, which included more detailed design alternatives. Complete removal of the Bluff Road railway embankment would provide the maximum upstream benefit (i.e. flood stage reduction) but would generate the maximum downstream impacts (i.e. flood stage increases).

As noted previously, improvements in the hydraulic conveyance of flood flows through the Bluff Road railway embankment will increase downstream flows and stages. To better understand the potential mitigation of these downstream impacts, AMEC simulated improved hydraulic conveyance at Olympia Avenue by removing that embankment from the model. The results can be viewed in Profiles 5-10. The following can be concluded from those results:

- The flood stage reduction benefits to the reach upstream of the Bluff Road railway culvert, as a result of removing/upgrading the Bluff Road railway and Olympia Avenue crossings, diminish depending on the flood event:
 - o Benefits for the 100-year event stop at the Southern Railway crossing
 - o Benefits for the 50-year event stop at Assembly Street
 - o Benefits for the 2- through 10-years event stop at Dreyfuss Avenue
- Improving the Olympia Avenue crossing would mitigate potential rises between Olympia and Bluff Road – potentially below current flood stages.

- o Removing or modifying the abandoned railway and quarry access road crossings further downstream of Olympia Avenue could also mitigate those rises
- Downstream of Olympia Avenue, the 100-yr floodplain could be approximately 50-60 feet wider than currently predicted, if the crossings are improved or removed. However, that appears to be related to (at least in part) the backwater from the quarry access bridge, which could be upgraded if that increase in floodplain width causes problems for adjacent property owners.
 - o That access crossing is already overtopped by the 10-yr, flood event so it may not be an issue.
- Further downstream of Olympia Avenue, the flood stages are contained within the channel. Therefore, those stage increases would potentially be tolerable.

Can water quality be addressed?

Water quality could be improved if the Bluff Road railway culvert capacity was improved. As seen in Table 8, the current exit velocities are extremely high for the Bluff Road railway culvert which contributes to:

- Streambed scouring;
- Loss of vegetation and trees;
- Streambank destruction;
- Sediment deposition in the lower reaches of Rocky Branch; and
- Sediment deposition at the confluence of the Congaree River.

Reducing scour and in-stream velocities would also help to sustain potential stream restoration efforts in the Olympia Avenue area.

Table 8 – Existing Culvert Exit Velocities (fps)

Storm Event	2-year	5-year	10-year	25-year	50-year	100-year
Bluff Rd. RR	10.7	14.4	17.2	20.7	23.7	26.7
Olympia Ave.	14.4	12.1	10.9	9.9	9.4	8.1

However, AMEC sees no significant water quality benefits from the existing floodplain storage upstream of the Bluff Road railway embankment. As shown in Table 7, the storage volume and detention time for events that occur more frequently than the 2-year flood event are negligible. The 2-year flood event is larger than the events that are generally of concern when addressing water quality issues. In other words, there is not any significant ponding occurring for the more frequent flow events (i.e. <1yr event), and benefits from the trapping of in-stream pollutants would be minimal, if not negligible.

What impacts does flooding on the Congaree River have on the area?

The limits of flooding due to the backwater from the Congaree River are shown in red on Profiles 5, 6 and 8 – based on information from the FIS. The 100-year event does extend up toward Olympia Avenue, and therefore could supersede the aforementioned rises downstream of Olympia Avenue. The 50-year event does extend up toward the quarry access road, and could supersede the aforementioned rises at that location. More frequent events in the Congaree River are expected to be below the stages in Rocky Branch Creek.

How much of the watershed can be served by improvements near the site?

No significant benefits, in the form of reduced flood stages, are expected to extend upstream of the Assembly Street area. However, downstream water quality can be significantly improved if

the exit velocities from the Bluff road railway and Olympia Avenue culverts can be decreased through increases in hydraulic capacity.

3. Recommendations

Based on the results in the preceding section, AMEC offers the following conclusions and recommendations:

- Developing the Assembly Street site may require some floodplain management measures to mitigate impacts to both upstream and downstream locations:
 - o The AMEC analyses did not indicate that an increase in the 100-year flood stage would occur due to the proposed site fill. However, another detailed analysis should be performed when a final detailed site plan is provided to affirm that conclusion.
 - o If a rise is projected to occur due to the proposed site fill, it should be mitigated. This can be done with an increase in the hydraulic capacity of the Bluff Road and railway culverts.
 - o Increasing the hydraulic capacity through the Bluff Road railway embankment will lead to increased flows (10-year and greater) and flood stages in the downstream areas. However potential remedies have been identified.
- The suggested remedy (by PACE Engineering) of increasing the capacity of downstream crossings (Olympia Avenue) to mitigate a rise they expected due to site fill, offers the following advantages and potential impacts:
 - o A potentially significant reduction in upstream flood stages, which would likely stop at the Assembly Street crossing. The actual magnitude and extent of the reduced flood stages would depend on the actual improvement made (moderate increase, complete removal, etc.)

- o An increased level of protection and service for Bluff Road and Olympia Avenue, which are projected to be overtopped by frequent events.
- o Reduced exit velocities from the Bluff Road railway culvert, which are considered to be a major contributor to the in-stream degradation seen along Rocky Branch (i.e. Olympia Park area, confluence with the Congaree River).
- o Increased flow rates from the Bluff Road railway culvert to the downstream culverts. These increased flows will lead to increased flood stages at and downstream of Olympia Avenue.
 - For Olympia Avenue, an increase in the hydraulic capacity of the culvert would be needed to prevent increased overtopping.
 - The flood stage increases to the areas downstream of Olympia Avenue are not expected to expand the floodplain width significantly. In many locations, the flows are still contained within the streambanks. However, the limits of this study prevent AMEC from assessing potential structures at risk for such stage increases. If those rises are found to lead to damages, they can be mitigated by increasing the hydraulic capacity of other downstream crossings (abandoned railway crossing & quarry access road).
- The improvements to the Bluff Road railway embankment and Olympia Avenue may offer an opportunity for watershed restoration.
 - o Because the railway embankment just downstream of Bluff Road is not in service, it may be feasible to provide a pedestrian walk way (tunnel or open cut) that could be the key node in developing a pedestrian walkway from the USC housing areas by Olympia Street to the Assembly Street site.
 - o In addition to providing the connectivity between the areas downstream of Olympia Avenue and Assembly Street, this initial segment can provide support

for more greenway segments, as well as for restoring the health of the Rocky Branch watershed through public awareness.

- o This awareness could also support in-stream restoration of that stream segment, which would be more sustainable with the reduced exit velocities from the Bluff Road railway and Olympia Avenue culverts (if improved).
- Although the actions previously noted cannot provide direct improvements to the upstream portions of the watershed, such as Five Points, AMEC suggests that the following steps be considered:
 - o Instead of more costly and disruptive full culvert replacements, we suggest looking at culvert inlet modifications. In many cases, the meandering alignment of the stream may not provide for efficient inlet flow, and the available capacity of the existing culverts may not be fully utilized. Inlet modifications (e.g. wing walls) are cheaper than full culvert upgrades and have the ability to improve hydraulics by up to 30%.
 - o In other upstream areas, such as the paved ditch and parking area in the Sumter Street area, underground storage could be added that could be designed to draw flow off line and fill as flood stages begin to crest. This is known as “peak shaving”, and can be used not only to reduce flooding for frequent events, but could also serve water quality goals. Such a design could reduce the duration of bank-full flood stages which are the greatest contributor for in-stream erosion and bank destabilization.
 - o For these suggested upstream improvements, AMEC recommends that a dynamic model, such as the SWMM model previously developed, be employed. Dynamic models, while more being complex and require a higher level of expertise, link the hydraulic, hydrologic and in-stream routing aspects. Dynamic models offer the ability to perform continuous simulations and provide a more comprehensive assessment. That would better ensure that a particular solution

would not lead to an unintended impact upstream or downstream (changes in flows or stages).

- o If dynamic modeling is used, the available USGS gage data should be leveraged to attempt to tailor the rainfall patterns and their return frequencies to this small watershed. The typical 24-hr events, using the SCS methodology, were appropriate for the purposes of this study. However, if a greater investment is made to pursue the recommendations in this report, calibration would help to receive a higher return on that investment.
- There are additional Green Infrastructure techniques that could be used in the upper watershed areas, and are recommended for potential use during the development of the Assembly Street site that reduce runoff:
 - o One or more of the following should be considered and used when possible; “Green Roofs”; pervious pavement; and bioretention features. These features can capture and reduce runoff from the initial portion of a rainfall event, and also reduce the effective imperviousness of a given site such as the proposed Assembly Street development site. These practices have been shown to effectively improve site runoff water quality.
 - o Cisterns that use water for other purposes may be viable options. They can come in the simplest form of a planter box that draws runoff for plantings and trees, which evapotranspirates the runoff with reduced irrigation costs. Or they can come in the form of “Blue Roofs” which are storage containers that use rainfall for purposes such as cooling water or vehicle washing.
 - o Promoting more non-concentrated flow through sheet flow (e.g. downspout disconnection) and using open swales may have limited applications in an urbanized basin, but should be assessed for their suitability including the proposed Assembly Street development. While each such installation may not be able to serve a large area, the opportunities throughout the watershed will

multiply such that their cumulative effect could provide water quality improvements to the smaller tributaries to Rocky Branch Creek.

- Finally, based on AMEC's observation at recent Rocky Branch Watershed Alliance Technical Committee meetings, many of the aforementioned issues and recommendations could benefit from their (and other stakeholder) cooperation:
 - o Integrating public outreach into features such as a greenway, to draw interest in and support for improvements to the upper reaches of the watershed.
 - o Identifying opportunities for stream restoration or flow reduction in the Five Points and USC areas.
 - o Identifying and applying added resources (previous Master Plans, time from professors and students).
 - o Cooperating with USGS to gather more-detailed rainfall and stream stage/flow information from the available gages, or possibly to add more gages in strategic locations.
 - o Finding potential locations for runoff diversion and capture locations, as well as those locations that are suitable for Green Infrastructure techniques.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **AGREEMENT OF SALE**

This Agreement is made by and between the City of Columbia ("Seller") and Bright-Meyers 2001, LLC ("Buyer").

Subject to the following terms and conditions, it is agreed that:

1. PROPERTY DESCRIPTION. Buyer agrees to buy and Seller agrees to sell all that parcel of land, with the buildings and improvements thereon, situated in Richland County, South Carolina, containing approximately five and 97/100 (5.97) acres and designated as Tax Map No. R11204-02-02, and being more particularly shown on the plat attached as Exhibit A which is incorporated herein by specific reference thereto.

2. PRICE. The purchase price is One Million (\$1,000,000.00) Dollars, payable by the Buyer to the Seller as follows:

(a) Upon the execution of this Agreement, the Buyer shall deposit with Seller or with a title insurance agency or law firm in Columbia, South Carolina acceptable to Seller ("Escrow Agent") Twenty-Five Thousand and No/100 (\$25,000.00) Dollars as Earnest Money. The Earnest Money shall be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial one hundred and fifty days.

(b) Upon delivery of the deed, Buyer shall pay to Seller Nine Hundred and Seventy-Five Thousand and No/100 (\$975,000.00) Dollars by cashier's check or certified check.

3. CLOSING COSTS. Seller shall pay for deed preparation. All other closing costs, prepaid items, or expenses of sale, including the deed recording fee, will be borne by the Buyer.

4. OTHER PROPERTY: None

5. CONDITIONS AND RESTRICTIONS. The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper limited warranty deed, free from all liens and encumbrances except as are herein agreed to. The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show.

6. CONDITION OF PROPERTY. The Buyer agrees to purchase the property "AS IS". THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF HABITABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. (Buyer initial)

7. SELLER WARRANTY. Seller warrants that to the best of its knowledge there is no environmental contamination affecting the property.

8. RIGHT OF ENTRY. Seller agrees that during the period that this contract is in effect, Buyer, its agents and employees shall have the right to enter upon the premises for the purpose of conducting thereon a boundary survey and soil tests; provided, however, that such activities do not interfere with the rights of either party to the lease currently in effect. Buyer shall restore the premises to their previous state following the soil tests. In addition, Buyer agrees to indemnify and hold Seller harmless, including payment of Seller's attorney fees, for any claim or legal action resulting from Buyer's actions pursuant to this paragraph.

9. RISK OF LOSS OR DAMAGE. The risk of loss or damage to the premises by fire or other casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore the property within a reasonable time to substantially its undamaged condition or to notify Buyer that it will not restore the premises in which case Buyer shall have the right to either accept the premises in the damaged conditions or to terminate this contract. In the event the Buyer elects to terminate this contract, there shall be no further obligation of the Seller to the Buyer and the Escrow Agent shall return the earnest money to the Buyer.

10. REAL ESTATE COMMISSION. Both parties warrant that they have taken no action which would result in a real estate commission being due.
(Buyer Initial ; Seller Initial)

11. SELLER'S DEFAULT. If Seller defaults or breaches this Agreement, the Earnest Money shall be promptly refunded to Buyer, and Buyer shall have all the rights and remedies at law or in equity for Seller's breach.

12. BUYER'S DEFAULT. If the Buyer shall default under this contract, the Seller's sole remedy shall be to terminate this Agreement and the Escrow Agent shall pay the Earnest Money to the Seller as full and complete liquidated damages.

13. ADJUSTMENTS. Taxes, interest, water charges, sewer charges, fuel oil, light charges, rents when collected, and other assessments shall be adjusted as of the date of closing. Tax prorrations pursuant to this Contract are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment by the Buyer and/or Seller when the current year's taxes are determined.

14. CLOSING. The closing shall take place in Columbia, South Carolina not later than one year after the Effective Date of this contract as defined in Section 18 (the Closing Date). At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions hereof and the earnest money shall be applied to the purchase price. Time is of the essence.

15. POSSESSION. The Seller shall relinquish possession of the property to the Buyer at the time of the closing.

16. NOTICE. Any notice required or permitted to be given hereunder shall be sufficient

if sent by certified mail, postage prepaid, with return receipt requested, or by next day or second day private courier service, to the

BUYER: Bright-Meyers 2001, LLC
Attn: Matt Sasser
5881 Glenridge Drive, Suite 220
Atlanta, GA 30328
404-446-0225

SELLER: City of Columbia
Attn: Steve Gantt
PO Box 147
Columbia, SC 29217

Any notice to extend this Agreement and the accompanying Earnest Money payment shall be mailed in above manner prior to midnight of the last day of the then current period.

17. SURVIVAL. This contract shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns; and shall survive the execution and delivery of the deed.

18. EFFECTIVE DATE. The effective date of this contract shall be the date on which the last party hereto executes this agreement. All parties acknowledge and agree that facsimile signatures shall be binding as of the date of execution and that the parties further agree, as may be required, to execute originals at a later date.

19. FORCE MAJEURE. In the event that a party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of electrical power, governmental laws or regulations, riots, insurrection, war or other similar or dissimilar reasons beyond their control, such act shall be excused for the period of delay caused thereby and the period, or date, for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. ONLY CONTRACT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this contract.

21. CONTINGENCIES. This contract is contingent upon the following:

(a) The property shown in Exhibit A must have commercial zoning that would permit development of a shopping center. If such zoning is not currently in place, Buyer shall be permitted to take the steps necessary to rezone the property to such a designation. Seller agrees to cooperate with the rezoning at no cost to Seller.

(b) Buyer must be able to place the adjacent property owned by SCE&G under contract. Buyer agrees to make its best effort to place said property under contract.

Buyer must deliver to the Seller a document certifying that these contingencies have been satisfied within one hundred and eighty days of the Effective Date or this contract is terminated. In that event, Seller shall refund the earnest money to Buyer and the parties shall have no further obligations to each other.

LR 8/8/2012
12010079 x-ref 11071112

22. DESIGN AND DEVELOPMENT REQUIREMENTS. The parties agree that the Seller shall retain design control over the development of this property. To that end, the Buyer agrees to comply with the Commercial Development Guidelines attached as Exhibit B and incorporated herein by specific reference thereto and the Additional Agreed Upon Development Requirements attached as Exhibit E and incorporated herein by specific reference thereto. If the Buyer fails to comply with those requirements, the Seller shall have all the rights at law or in equity for Buyer's breach, including specific performance. This provision shall survive closing and the execution and delivery of the deed and remain as enforceable contractual obligations owed by the Buyer to the Seller.

23. STADIUM LEASE. The Seller shall have the right to enter into a lease for the use of the ballpark for baseball for the 2013 season, provided that the lease expires on or before September 1, 2013. If the Buyer closes on the property prior to that date, it shall take the property subject to that lease and any rent under that agreement shall be prorated between the parties.
(Buyer initial ; Seller initial)

24. ROCKY BRANCH AND ROCKY BRANCH WATERSHED IMPROVEMENTS. Buyer, its successors and assigns, shall make necessary improvements to the Bluff Road railroad embankment, remove the railroad trestle downstream of Olympia Avenue and enlarge the Olympia Avenue culvert crossing to enhance water quality and improve flooding conditions in the area to a degree that is acceptable to the Buyer, Seller and County and as recommended in the Urban Study of the Rocky Branch Watershed by AMBEC Environmental & Infrastructure, Inc., dated June 1, 2012, a copy of which is attached as Exhibit C hereto and incorporated herein by specific reference thereto and as set forth in the motion approved by Columbia City Council on June 5, 2012, a copy of which is attached hereto as Exhibit D and incorporated herein by specific reference thereto.

Buyer, Seller, and the County shall work together to create the optimum flooding, drainage, and water quality situation from Assembly Street to the Congaree River. In addition to the three improvements specifically set forth in the previous paragraph, the Buyer shall facilitate and pay for all surveying, plans, permitting, and design of the improvements. In addition, the Buyer shall use its best efforts to perform any mitigation required by DHEC or the Army Corp of Engineers, for Buyer's relocation of the on site stream, within Rocky Branch.

The Seller shall fund Five Hundred Thousand and No/100 (\$500,000.00) Dollars for additional improvements to Rocky Branch from Assembly Street to the Congaree River. These funds shall be used to reduce flooding, rehabilitate and improve stream and stream bank conditions, as well as, improve water quality. The Buyer, Seller, and hired engineers and consultants shall decide how to best use these funds. The Seller shall assist Buyer with acquiring any easements that may be required and to use its best efforts obtain Richland County's participation and cooperation in making improvements to Rocky Branch.

The Buyer shall require a General Contractor to acquire at least three competitive bids for the final scope of work. The bids shall be itemized in a way to distinguish between Seller's work and Buyer's work. Buyer and Seller shall select the lowest qualified bidder to perform the

work. Buyer shall pay for and oversee the work and be responsible for ensuring that it is performed in accordance with the plans and specifications and in a workman like manner.

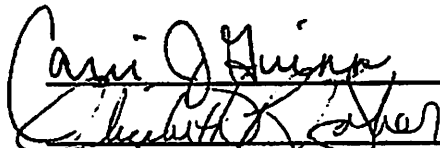
Seller will obligate up to Five Hundred Thousand and No/100 (\$500,000.00) Dollars of the proceeds realized from the sale of the property to make improvements to Rocky Branch which will further reduce flooding and further improve water quality. These improvements will be made by the Seller after the Buyer has completed improvements to reduce flooding and further improve water quality in Rocky Branch as required of the Buyer in this Agreement of Sale. The type of improvements to be made by the Seller shall be in the Seller's sole and exclusive discretion.

Any ongoing maintenance cost during the Corp of Engineers and DHEC compliance period shall be performed by the Buyer and the expense shared 50/50 between Buyer and Seller.

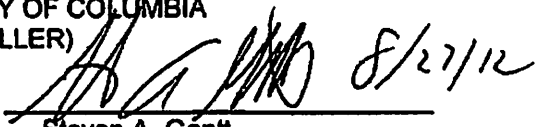
Buyer and Seller agree to fully comply with the requirements set forth in this Paragraph (Paragraph 24). If the event the Buyer or the Seller fails to comply with the requirements set forth in this Paragraph (Paragraph 24), the Buyer or Seller shall have all the rights at law or in equity for breach, including specific performance. This Paragraph (Paragraph 24) shall survive closing and the execution and delivery of the deed and remain as enforceable contractual obligations owed by the Buyer to the Seller or vice versa.

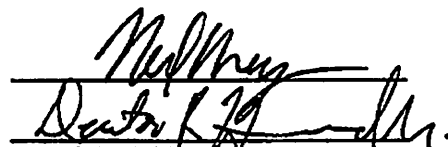
25. In the event the Buyer is unable to procure a waiver or variance from complying with Richland County's Floodplain Ordinance requirements or identify alternatives to such waiver acceptable to and approved by the City, then this Agreement of Sale and the contractual obligations contained herein shall become null and void and unenforceable.

WITNESSES:

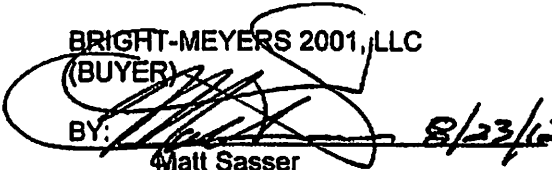

AS TO SELLER

CITY OF COLUMBIA
(SELLER)

BY:  8/27/12
ITS: Steven A. Gantt
City Manager


AS TO BUYER

BRIGHT-MEYERS 2001, LLC
(BUYER)

BY:  8/23/12
ITS: Matt Sasser
Vice President

AMENDMENT TO OPTION AGREEMENT

This Agreement entered into the 23rd day of Jan 2013 by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement.

WHEREAS, Seller and Purchaser mutually desire to modify and amend said Agreement,

IT IS HEREBY AGREED, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS to be paid five days following execution of this amendment, which will be considered as additional earnest funds and refundable per original contract, that the above stated Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial 330 days.

Paragraph 14 is hereby amended to allow for the closing to take place not later than 18 months after the Effective Date of this contract as defined in Section 18.

Paragraph 21 is hereby amended to read that the Purchaser shall have 360 days from the Effective Date to deliver to the Seller documentation certifying that the contingencies have been satisfied.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day and year first above written.

SELLER:

By: Cherise Wilson
The City of Columbia

PURCHASER:

By: [Signature]
Bright-Meyers 2001 LLC

SECOND AMENDMENT TO PURCHASE AGREEMENT

This Second Amendment to Purchase Agreement entered into this ____ day of _____, 2013, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS as earnest money, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason during the Initial 450 days.

Paragraph 14 is hereby amended to allow for the closing to take place not later than 22 months after the Effective Date of this contract as defined in Section 18.

Paragraph 21 is hereby amended to read that the Purchaser shall have 480 days from the Effective Date to deliver to the Seller documentation certifying that the contingencies have been satisfied.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement shall continue and remain in full force and effect.

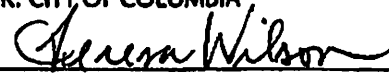
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day and year first above written.

WITNESSES:



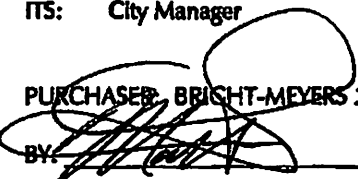

SELLER: CITY OF COLUMBIA

BY:


Teresa B. Wilson
City Manager

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY:


Vice President

THIRD AMENDMENT TO PURCHASE AGREEMENT

This Third Amendment to Purchase Agreement entered into this ____ day of _____, 2013, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS as earnest money, the receipt and sufficiency of which is hereby acknowledge, the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial ~~170~~ days (~~December 10, 2013~~).

ms 570 (u) 1-26-2014 ms (u)

Paragraph 14 is hereby amended to hold the date of closing ^{over} in abeyance in order to allow City staff and the Purchaser sufficient time to negotiate mutually satisfactory amendments to the Purchase Agreement contingent upon City Council approval.

Paragraph 21 is hereby amended to read hold the date of closing in abeyance in order to allow City staff and the Purchaser sufficient time to negotiate mutually satisfactory amendments to the Purchase Agreement contingent upon City Council approval.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day and year first above written.

WITNESSES:

By David

SELLER: CITY OF COLUMBIA

BY:

Theresa Wilson

Teresa B. Wilson

ITS: City Manager

PURCHASER: BRIGHT MEYERS 2001 LLC

BY:

PURCHASER: BRIGHT-MEYERS 2001 LLC
BY: 

ITS: VICE PRESIDENT

FOURTH AMENDMENT TO PURCHASE AGREEMENT

This Fourth Amendment to Purchase Agreement entered into by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of One Thousand and No/100 (\$1,000.00) DOLLARS as earnest money, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial 620 days (May 8, 2014).

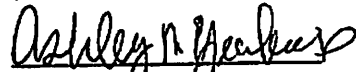
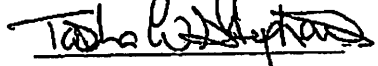
Paragraph 14 is hereby amended to hold the date of closing in abeyance in order to allow City staff and the Purchaser sufficient time to negotiate mutually satisfactory amendments to the Purchase Agreement contingent upon City Council approval.

Paragraph 21 is hereby amended to read hold the date of closing in abeyance in order to allow City staff and the Purchaser sufficient time to negotiate mutually satisfactory amendments to the Purchase Agreement contingent upon City Council approval.

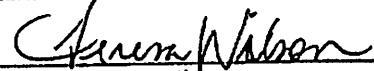
Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement shall continue and remain in full force and effect.

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

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: 
Teresa B. Wilson

ITS: City Manager

Date: 9.25.14

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____

ITS: _____

Date: _____

FIFTH AMENDMENT TO PURCHASE AGREEMENT

This Fifth Amendment to Purchase Agreement entered into this B day of JULY, 2014, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of an additional Two Hundred Thousand and NO/100 (\$200,000.00) DOLLARS as earnest money, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for One Hundred Thousand and NO/100 (\$100,000.00) Dollars of the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason before May 20, 2015. The remaining Earnest Money of One Hundred and Twenty-Nine Thousand and NO/100 (\$129,000.00) Dollars is refundable as set forth in paragraph 21 Contingencies. Notwithstanding the prior provision providing for a refund of a portion of the Earnest Money prior to May 20, 2015 for any reason, all earnest money paid herewith (\$229,000.00) shall be non-refundable in the event the Buyer fails to close by the later of May 30, 2015 or within 30 days of issuance of the last required final permit necessary to construct the proposed development. In that event the prior provision providing for a refund of the Earnest Money for any reason prior to May 20, 2015 shall be null and void and of no legal effect.

Paragraph 2(b) is hereby amended to read: Upon delivery of the deed, Buyer shall pay to Seller Seven Hundred and Seventy-One Thousand and NO/100 (\$771,000.00) Dollars by cashier's check or certified check.

Paragraph 14 is hereby amended to allow for the closing date to take place not later than May 30, 2015.

Paragraph 21 is hereby amended to read:

CONTINGENCIES. This contract is contingent upon the following:

(a) The property shown in Exhibit F must be annexed into the City of Columbia and have a zoning classification that permits the intended use. If such zoning is not currently in place, Buyer shall be permitted to take steps necessary to rezone the property to such a designation. Seller agrees to cooperate with the rezoning at no cost to the seller.

(b) Buyer must be able to place the adjacent property owned by SCE&G under contract. Buyer agrees to make its best effort to place said property under contract.

(c) Buyer must be able to obtain acceptable title insurance.

(d) Buyer must be able to obtain from the City or any other permitting entity, the permits and/or waivers necessary to construct the proposed development and improvements within Rocky Branch and its impoundments necessary to reduce flooding.

(e) Buyer must meet the following milestone dates, which commence at the execution of this amendment, if any of these milestones are not achieved, One Hundred and Twenty-Nine Thousand and NO/100 (\$129,000.00) Dollars of the Earnest Money is forfeited by the Buyer:

1. Within 30 days deliver Phase I and II environmental report, boundary and topographic survey, geotechnical report, and grading plan;
2. Within 45 days deliver flood modeling;
3. Within 90 days make application to the Army Corps of Engineers for wetlands permitting, complete flood study and have LOMAR application to the City of Columbia, and complete downstream design work for the railroad embankment and bridge under Olympia;
4. Within nine (9) months deliver complete civil engineering for permitting.

Buyer must deliver to the Seller a document certifying that these contingencies have been satisfied or this contract shall terminate should the Buyer fail to deliver such certifying document. In that event, Seller shall refund any remaining Earnest Money to Buyer and the parties shall have no further obligations to each other.

Paragraph 24 is hereby amended to delete the following section:

The Seller shall fund Five Hundred Thousand and No/100 (\$500,000.00) Dollars for additional improvements to Rocky Branch from Assembly Street to the Congaree River. These funds shall be used to reduce flooding, rehabilitate and improve stream and stream bank conditions, as well as, improve water quality. The Buyer, Seller, and hired engineers and consultants shall decide how to best use these funds. The Seller shall assist Buyer with acquiring any easements that may be required and to use its best efforts obtain Richland County's participation and cooperation in making improvements to Rocky Branch.

Exhibits B and E are replaced with amended Exhibits dated April 24, 2014.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Purchase Agreement to be executed this day and year first above written.

WITNESSES:

Deborah M. Guler
B. D. Daniels

A. Yagiz
Janet B.

SELLER: CITY OF COLUMBIA

BY:

Teresa B. Wilson

Teresa B. Wilson

ITS: City Manager

PURCHASER: BRIGHT MEYERS 2001 LLC

BY:

[Signature]

ITS: *Vice President*

SIXTH AMENDMENT TO PURCHASE AGREEMENT

This Sixth Amendment to Purchase Agreement entered into this 19 day of MAY, 2015, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE,

IT IS HEREBY AGREED that the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to provide that One Hundred Thousand and NO/100 (\$100,000.00) Dollars of the Earnest Money currently on deposit from the Buyer is non-refundable as of May 20, 2015. The remaining One Hundred and Twenty-Nine Thousand and NO/100 Dollars (\$129,000) earnest money paid herewith shall be non-refundable in the event the Buyer fails to close by the later of November 30, 2015 or within 30 days of issuance of the last required final permit necessary to construct the proposed development.

Paragraph 14 is hereby amended to allow the closing date to take place not later than November 30, 2015, which shall be extended until May 30, 2016, upon the deposit of Fifty Thousand and No/100 (\$50,000) Dollars by the Buyer to the Seller, which shall be non-refundable, but applicable to the purchase price.

Paragraph 21 is hereby amended to read:

21. CONTINGENCIES. This contract is contingent upon the following:

(a) The property shown in Exhibit F must be annexed into the City of Columbia and have a zoning classification that permits the intended use. If such zoning is not currently in place, Buyer shall be permitted to take steps necessary to rezone the property to such a designation. Seller agrees to cooperate with the rezoning at no cost to the seller.

(b) Buyer must be able to place the adjacent property owned by SCE&G under contract. Buyer agrees to make its best effort to place said property under contract.

(c) Buyer must be able to obtain acceptable title insurance.

(d) Buyer must be able to obtain from the City or any other permitting entity, the permits and/or waivers necessary to construct the proposed development and improvements within Rocky Branch and its impoundments necessary to reduce flooding.

Buyer must deliver to the Seller a document certifying that these contingencies have been satisfied or this contract shall terminate should the Buyer fail to deliver such certifying document. In that event, Seller shall refund any remaining Earnest Money to Buyer and the parties shall have no further obligations to each other.

Paragraph 23 is hereby deleted in its entirety.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to Purchase Agreement to be executed this day and year first above written.

WITNESSES:

Eula D. Hearn

[Signature]

mblasser
Anthony

SELLER: CITY OF COLUMBIA

BY: Teresa B. Wilson

ITS: City Manager

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: [Signature]

ITS: Vice President

APPROVED AS TO FORM

Janne Lisowski
Legal Department City of Columbia, SC

SEVENTH AMENDMENT TO PURCHASE AGREEMENT

This Seventh Amendment to Purchase Agreement entered into this ____ day of _____, 2016, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED that the Agreement is amended as follows:

Paragraph 2 is amended to read "The purchase price is One Million, Two Hundred and Fifty Thousand and NO/100 (\$1,250,000.00) DOLLARS, Two Hundred and Fifty Thousand and No/100 DOLLARS (\$250,000.00) of which shall be applied toward the construction of a Greenway from the development site to Olympia Park. This payment shall satisfy Buyer's obligation under this Agreement to 'financially assist the City in development of the greenway'.

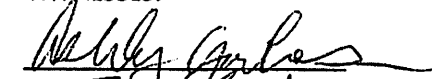
Paragraph 2(b) is amended to read "Upon delivery of the deed, Buyer shall pay to Seller Nine Hundred and Seventy-One Thousand and No/100 (\$971,000.00) DOLLARS by cashier's check, electronic wire or certified check."

Paragraph 14 is amended to allow for the closing to take place not later than November 1, 2016.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to Purchase Agreement to be executed this day and year first above written.

WITNESSES:




SELLER: CITY OF COLUMBIA

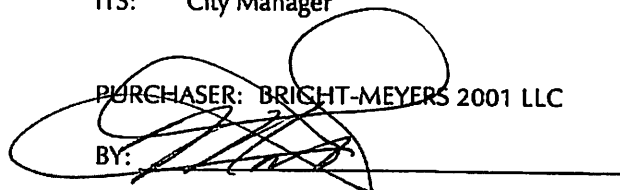
BY:


 Teresa B. Wilson

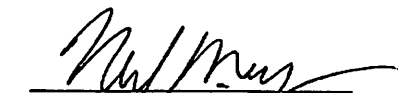
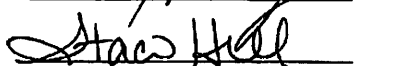
ITS: City Manager

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY:



ITS: VICE PRESIDENT

APPROVED AS TO FORM


 Legal Department City of Columbia

EIGHTH AMENDMENT TO PURCHASE AGREEMENT

This Eighth Amendment to Purchase Agreement entered into this ____ day of _____, 2016, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement;
NOW, THEREFORE

IT IS HEREBY AGREED that the Agreement is amended as follows:

Paragraph 14 is amended to allow for the closing to take place not later than November 1, 2016.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to Purchase Agreement to be executed this day and year first above written.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____
ITS: _____

NINTH AMENDMENT TO PURCHASE AGREEMENT

This Ninth Amendment to Purchase Agreement is entered into as of the date of the last signature hereto, by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("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, the Seller and Buyer previously executed eight (8) separate Amendments to the Purchase Agreement; and,

WHEREAS, Buyer currently has on deposit in an escrow account with the Escrow Agent a total of Three Hundred and Four Thousand and No/100 Dollars (\$304,000.00); and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

Paragraph 2(a) is hereby amended to provide that, as of the effective date of this Ninth Amendment, any and all current or future Earnest Money on deposit now or in the future is non-refundable under any circumstances except Seller's default under the Agreement, but is applicable to the purchase price.

Paragraph 14 is amended to allow for the closing to take place not later than October 31st, 2017.

Paragraph 21 is amended by adding the following two contingencies:

(e) The Property shall be accepted into the South Carolina Brownfields/Voluntary Cleanup Program.

(f) Buyer and Seller shall mutually agree on revisions to the Commercial Development Guidelines attached as Exhibit B (Appendix B) to the Fifth Amendment to the Purchase Agreement which are necessary for Buyer's development of the Property.

The failure of a contingency in Paragraph 21 does not constitute a default by the Seller to which the Buyer is entitled to recovery of Earnest Money under Paragraph 11.

Paragraph 21 is further amended to delete the following sentence: In that event, Seller shall refund any remaining Earnest Money to Buyer and the parties shall have no further obligations to each other.

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 Ninth 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 Ninth Amendment to Purchase Agreement to be executed this day and year last written below.

WITNESSES:

[Signature]
Luka D. Hoad

SELLER: CITY OF COLUMBIA

BY: *[Signature]*
 Teresa B. Wilson

ITS: City Manager

Date: 8/22/2017

[Signature]
Stacy Hill

PURCHASER: BRIGHT MEYERS 2001 LLC

BY: *[Signature]*

ITS: VICE PRESIDENT

Date: 8-25-17

APPROVED AS TO FORM

[Signature] 7/28/17
 Legal Department City of Columbia, LLC

TENTH AMENDMENT TO PURCHASE AGREEMENT

This Tenth Amendment to Purchase Agreement is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("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, the Seller and Buyer previously executed nine (9) separate Amendments to the Purchase Agreement; and,

WHEREAS, Buyer currently has on deposit in an escrow account with the Escrow Agent a total of Three Hundred and Four Thousand and No/100 Dollars (\$304,000.00); and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; NOW, THEREFORE,

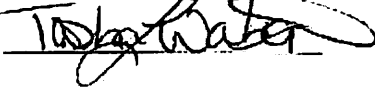
IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

Paragraph 14 is amended to allow for the closing to take place not later than March 31, 2018.

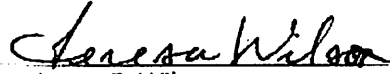
Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Tenth Amendment. In the event that the language of the Agreement 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 Tenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature hereinbelow.

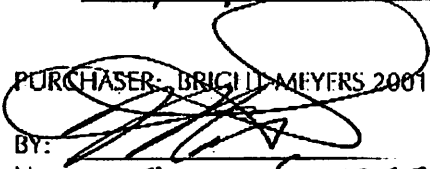
WITNESSES:

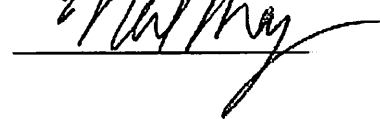



SELLER: CITY OF COLUMBIA

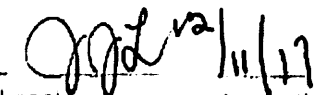
BY: 
 Teresa B. Wilson
 ITS: City Manager
 Date: 12/13/17

PURCHASER: BRIGHT MEYERS 2001 LLC

BY: 
 Name: MATT SASSER
 ITS: VICE PRESIDENT
 Date: 1-3-18

APPROVED AS TO FORM


 Legal Counsel, City of Columbia, SC

ELEVENTH AMENDMENT TO PURCHASE AGREEMENT

This Eleventh Amendment to Purchase Agreement is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("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, the Seller and Buyer previously executed ten (10) separate Amendments to the Purchase Agreement; and,

WHEREAS, Buyer currently has on deposit in an escrow account with the Escrow Agent a total of Three Hundred Four Thousand and No/100 (\$304,000.00) Dollars; and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; 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:

Paragraph 2 is amended to read "The purchase price is One Million Four Hundred Twenty Five Thousand and No/100 (\$1,425,000.00) Dollars, Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars of which shall be applied toward the construction of a Greenway from the development site to Olympia Park. This payment shall satisfy the Buyer's obligation under this Agreement to 'financially assist the City in development of the greenway'. This amount is payable from the Buyer to the Seller as follows:

Paragraph 2b is amended to read, "Upon delivery of the deed, Buyer shall pay to Seller One Million One Hundred Twenty One Thousand and No/100 (\$1,121,000.00) Dollars by cashier's check, electronic wire or certified check".

Paragraph 9 is amended to delete the last sentence of that paragraph.

Paragraph 11 is amended to read "SELLER'S DEFAULT." If Seller defaults or breaches this Agreement, Buyer shall have all the rights and remedies at law or in equity for Seller's breach.

Paragraph 12 is amended to read "BUYER'S DEFAULT." If the Buyer shall default under this contract, the Seller's sole remedy shall be to terminate this Agreement."

Paragraph 14 is amended to allow for the closing to take place not later than May 31, 2019.

IT IS HEREBY FURTHER AGREED that all requirements of escrow having been met, the amount held by the Escrow Agent as Earnest Money (Three Hundred Four Thousand and No/100 (\$304,000.00) Dollars) shall be immediately released to the Seller without restriction and the amount applied to the purchase price.

IT IS HEREBY FURTHER AGREED that Seller may, at any time during the extension period or subsequent extension periods, elect to, commence and demolish any and all buildings and improvements located on the Property that is the subject of the Purchase Agreement, without such actions constituting a breach of the Agreement and its Amendments.

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 Eleventh 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 Eleventh Amendment to Purchase Agreement to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:

[Signature]
[Signature]

[Signature]
[Signature]

SELLER: CITY OF COLUMBIA

BY: *[Signature]*, Acting City Manager
Teresa B. Wilson

ITS: City Manager

Date: 3-27-2018

PURCHASER: BRIGHT MEYERS 2001 LLC

BY: *[Signature]*

Name: MATT SASSER

ITS: VICE PRESIDENT

Date: 4-25-18

APPROVED AS TO FORM

[Signature] 3/19/18
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-020 Authorizing Notice of 2019 Election for Councilmembers from District 2, District 3, and one At-Large Seat

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-020 Notice of 2019 Election (District 2, 3 One At Large) (PDF)

RESOLUTION NO.: R-2019-020*Authorizing Notice of 2019 Election for Councilmembers
from District 2, District 3 and one At Large Seat*

WHEREAS, a regular election for Councilmembers from District 2, District 3 and one At Large Seat of City Council is required on November 5, 2019, pursuant to City Code Sec. 6-1, et. seq; and,

WHEREAS, Notice of Election is required at least ninety (90) days in advance; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, that the attached Notice of Election shall be published in The State Newspaper on August 4, 2019 and August 18, 2019, and the City Clerk is directed to provide a copy of such notice to the South Carolina Ethics Commission.

Requested by:

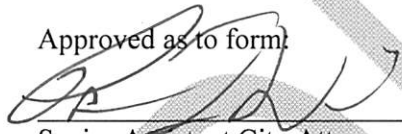
City Clerk _____

MAYOR

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**PUBLIC NOTICE
CITY OF COLUMBIA, SOUTH CAROLINA
GENERAL ELECTION**

The Municipal Election Commission of the City of Columbia announces the general election for the City of Columbia to be held on Tuesday, November 5, 2019.

The following offices shall be included in this election:

Councilmember from District 2 for term ending December 31, 2023

Councilmember from District 3 for term ending December 31, 2023

Councilmember for at-large seat for term ending December 31, 2023

The polling places for this election are:

Ward 1	Lourie Senior Center	1650 Park Cir
Ward 2	Marion Street Apartments	1930 Marion St
Ward 3	Reformation Lutheran Church	1118 Union St
Ward 4	Logan Elementary School	815 Elmwood Ave
Ward 5	Pacific Memorial Park	200 Wayne St
Ward 6	Bradley Elementary	3032 Pine Belt Rd
Ward 7	W A Perry Middle School	2600 Barhamville Rd
Ward 8	David Swinton Campus Center	1616 Oak St
Ward 9	Prince Hall Masonic Lodge	2324 Gervais St
Ward 10	A C Moore Elementary	333 Etiwan Ave
Ward 11	Ben Arnold Recreation Center	1100 S Holly St
Ward 12	Hand Middle School	2600 Wheat St
Ward 13	Rosewood Elementary	3300 Rosewood Dr
Ward 14	Sims Park	3500 Duncan St
Ward 15	Melrose Park	1500 Fairview Dr
Ward 16	Dreher High School	3319 Millwood Ave
Ward 17	Brennen Elementary	4438 Devereaux Rd
Ward 18	Carver-Lyon Elementary	2100 Waverly St
Ward 19	Latimer Manor Community Center	100 Lorick Cir
Ward 20	Earlewood Park Community Center	1111 Parkside Dr
Ward 21	Arden Elementary	1300 Ashley St
Ward 22	Eau Claire High School	4800 Monticello Rd
Ward 23	Shandon Fire Station	2847 Devine St
Ward 24	Kilbourne Park Baptist	4205 Kilbourne Rd
Ward 25	Kilbourne Park Baptist	4205 Kilbourne Rd
Ward 26	Thompson Funeral Home Community Room	845 Leesburg Rd
Ward 29	Alcorn Middle School	5125 Fairfield Rd
Ward 30	Arsenal Hill Park	1800 Lincoln St
Ward 31	Hyatt Park Gym	950 Jackson Ave
Ward 32	Charles R Drew Wellness	2101 Walker Solomon Way

Last revised: 5/3/2019
19000378

Ward 33	Martin Luther King Park	2300 Greene St
Ward 34	Pinehurst Park	2300 Pinehurst Rd
Ardincaple	EE Taylor Elementary	200 McRae St
Beatty Rd**	Pine Grove Elementary	111 Huffstetler Dr
Bluff	Bluff Road Park	148 Carswell Dr
Brandon 1	Annie Burnside Elementary	7300 Patterson Rd
Brandon 2	Annie Burnside Elementary	7300 Patterson Rd
Caughman Road	Caughman Rd Park	2800 Trotter Rd
College Place	John P Thomas Elementary	6001 Weston Ave
Dennyside	Denny Terrace Gymnasium	6429 Bishop Ave
Dentsville**, Fairlawn**, Keels 2**, Keenan	Sanders Middle School	3455 Pine Belt Rd
Edgewood	Burton-Pack Elementary	111 Garden Dr
Fairwold, Lincolnshire**	Pendergrass-Fairwold Elementary	5935 Token St
Greenview	Greenview Park	6700 David St
Gregg Park	Shandon Baptist Church	5250 Forest Dr
Hampton	S Kilbourne Elementary	1400 S Kilbourne Rd
Harbison 1	Harbison Community Center	106 Hillpine Rd
Harbison 2	New Heights Baptist Church	5501 Broad River Rd
Kingswood	Columbia High School	1701 Westchester Dr
Lykesland	Caughman Road Elementary	7725 Caughman Rd
Mallet Hill	Polo Road Elementary	1250 Polo Rd
Meadowfield	Meadowfield Elementary	525 Galway Ln
Meadowlake	Meadowlake Park	600 Beckman Rd
Mill Creek	Mill Creek Elementary	925 Universal Dr
Oak Pointe 1	Oak Pointe Elementary School	1 River Bottom Rd
Olympia	Olympia Learning Center	621 Bluff Rd
Parkridge 1	Harbison Fire Station	131 Lake Murray Blvd
Parkridge 2	Grace United Methodist	410 Harbison Blvd
Pennington 1	Kings Grant Club House	300 N Kings Grant Dr
Pennington 2	Asbury Memorial Methodist	1005 Asbury Dr
Pine Grove**, Walden	Pine Grove Elementary	111 Huffstetler Dr
Pine Lakes 2	Garners Ferry Soccer Complex AAC	8620 Garners Ferry Rd
Polo Road	Polo Road Park	730 Polo Rd
Pontiac 1, Valhalla**	Pontiac Elementary	500 Spears Creek Rd
Pontiac 2	Catawba Trail Elementary	1080 Old National Hwy
Ridgewood	Ridgewood Baptist Church	5326 Ridgeway St
Riverside, Westminster**	Virginia Wingard Methodist Church	1500 Broad River Rd
Riverwalk	Episcopal Church/St Simon/St Jude	1110 Kinley Rd
St. Andrews	St. Andrews Middle	1231 Bluefield Dr

Last revised: 5/3/2019
19000378

Skyland	True Gospel Ministries	901 Skyland Dr
South Beltline	Sherwood Forest Pres Church	4325 Wilmot Ave
Trinity	Trinity Assembly of God	1501 Hallbrook Dr
Woodfield	Richland Northeast High	7500 Brookfield Rd
Woodlands	Woodlands Park	6500 Old Knight Pkwy
Lexington County:		
Challdon	Leaphart Elementary	120 Piney Grove Rd
Quail Valley	St. Andrews Presbyterian Church	6952 St Andrews Rd
**Precincts with less than 10 voters in the City of Columbia were combined for this election.		

People desiring to vote in the upcoming election must be registered in person by Saturday, October 5, 2019; online by Sunday, October 6, 2019 or by mail postmarked by Monday, October 7, 2019. To register, one must contact the County Board of Voter Registration.

Citizens desiring to be candidates for one of the above listed offices must pay the required fee and file a Statement of Intention of Candidacy with the City Clerk, 3rd floor, City Hall, 1737 Main Street, Columbia, South Carolina. Books will be open for filing on Monday, August 19, 2019 at noon, and remain open during regular business hours (8:30 a.m. until 5:00 p.m.) until Friday, September 6, 2019 at noon. No Statement of Intention of Candidacy will be accepted after noon on Friday, September 6, 2019.

The filing fee for the office of Council is \$530.00.

This is a nonpartisan election and no party affiliation shall be placed on the ballot.

The polls shall open at 7:00 a.m. on Election Day and close at 7:00 p.m. Within forty-eight hours after the closing of the polls, any candidate may contest the result of the election as reported by the managers by filing a written notice of such contest together with a concise statement of the grounds therefor with the Municipal Election Commission. Within forty eight hours after the filing of such notice, the Municipal Election Commission shall, after due notice to the parties concerned, conduct a hearing on the contest, decide the issues raised, file its report together with all recorded testimony and exhibits with the clerk of court of the county in which the municipality is situated, notify the parties concerned of the decisions made, and when the decision invalidates the election the council shall order a new election as to the parties concerned.

Neither the mayor nor any member of council shall be eligible to pass on the issues arising in any contest in which he is a party. (S.C. Code Sec. 5-15-130, et seq.)

At 9:00 a.m. on said Election Day the commissioners will begin examination of the absentee ballot return envelopes. This examination will be held in the 4th Floor Conference Room, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina.

On Thursday, November 7, 2019 at 10:00 a.m., in the 4th Floor Conference Room, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, the Municipal Election Commission shall hold a hearing to determine the validity of ballots challenged, if any, in this election.

Any run-off will be held two weeks after the election on Tuesday, November 19, 2019.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-026 Authorizing the City Manager to execute a Purchase Agreement between the City of Columbia and Honolulu Rapid Transit Company, Limited now known as HRT Realty, LLC for the purchase of 1601 Assembly Street, Richland County TMS #09014-01-02

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-026 purchase 1601 Assembly (PDF)

RESOLUTION NO.: R-2019-026

Authorizing the City Manager to execute a Purchase Agreement between the City of Columbia and Honolulu Rapid Transit Company, Limited now known as HRT Realty, LLC for the purchase of 1601 Assembly Street, Richland County TMS #09014-01-02

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Purchase Agreement, or on a form approved by the City Attorney, between the City of Columbia and Honolulu Rapid Transit Company, Limited now known as HRT Realty, LLC for the purchase of 1601 Assembly Street, Richland County TMS #09014-01-02 for the purchase prices of Three Million Eight Hundred Fifty and No/100 (\$3,850,000.00) Dollars.

(Funding Source: 4039999-659100)

Requested by:

Assistant City Manager Gentry

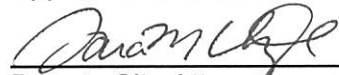
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made to be effective as of the date executed by the last party hereto (the “**Effective Date**”), between HRT REALTY, LLC, a Maryland limited liability company (successor by merger to HRT, LTD.) (“**Seller**”), and City of Columbia, South Carolina (“**Buyer**”). Burr & Forman LLP (“**Escrow Agent**”) joins in this Agreement for the purposes set forth below.

1. Sale of Property.

1.01 Description of the Property. In consideration of the Purchase Price (as defined in Section 2.01), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following described property (collectively, the “**Property**”):

(a) the land in Richland County, South Carolina, which is described on Exhibit A attached hereto (the “**Land**”), together with all rights and appurtenances pertaining to such Land, including without limitation any and all right, title, and interest of Seller in and to (i) adjacent streets, roads, alleys, easements and rights-of-way and any adjacent strips or gores of land, (ii) utilities and entitlements serving the Property, and (iii) rights of ingress and egress;

(b) all buildings, structures and other improvements located on the Land and owned by Seller, and all fixtures owned by Seller and other items of real estate attached thereto (collectively, the “**Improvements**”, together with the Land, sometimes hereinafter collectively referred to as the “**Real Property**”);

(c) all of Seller’s rights, title and interest in and to that lease dated June 16, 1966 (as amended) by and between Seller, as landlord, and the United States of America (doing business as the U.S. Postal Service), as tenant (the “**Tenant**”), providing for the occupancy and use of the Real Property, together with any amendments or modifications thereto or any lease guarantees thereof (if any) (collectively, the “**Lease**”), and all security deposits, if any, paid by Tenant thereunder; and

(d) all (i) mechanical systems and related equipment owned by Seller attached to the Improvements or located upon the Land, including, but not limited to, electrical systems, plumbing systems, heating systems and air conditioning systems, (ii) maintenance equipment, supplies, tools, other machinery, equipment, supplies and other tangible personal property owned by Seller and located on the Land or in the Improvements, and (iii) the business records owned by Seller pertaining to such Land and Improvements to the extent in Seller’s possession and reasonably available (collectively, the “**Personal Property**”).

Notwithstanding the foregoing, the “**Property**” shall not include (i) any deposits of Seller held by utility companies with respect to utilities furnished to the Property, which deposits Seller may withdraw immediately after Closing (as defined in Section 7.1), (ii) any accounts receivable payable for the period prior to Closing (subject to Section 8 hereof), (iii) any drafts of any reports

prepared for the Property by any third party or any third-party correspondences with respect to such drafts, (iv) any materials that Seller is prohibited by applicable contracts or law from disclosing, (v) any attorney-client privileged materials, and (vi) any internal appraisals, pro-forma financial statements, internal correspondence, internal reports, internal memoranda and other proprietary or confidential information (collectively, "**Excluded Property**")

2. Price and Deposit.

2.01 Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be \$3,850,000.00.

2.02 Payment. The Purchase Price shall be paid as follows:

(a) Within two (2) Business Days following the end of the Study Period, unless Buyer has terminated this Agreement as provided herein, Buyer shall deposit with Escrow Agent the amount of \$100,000.00 in immediately available funds (the "**Deposit**"). If Buyer fails to deposit the Deposit within five (5) Business Days after the time period described above, upon written notice from Seller given prior to Escrow Agent's receipt of the Deposit, Seller may elect, but shall have no obligation, to terminate this Agreement. Any portion of the Deposit paid to the Escrow Agent shall be held by the Escrow Agent in accounts approved by Seller and applied in accordance with the terms of this Agreement. Any interest earned on the Deposit shall be deemed part of the Deposit and paid together with the principal portion of the Deposit according to the terms hereof. The Deposit shall be non-refundable to Buyer except as otherwise expressly provided herein.

(b) Upon closing under this Agreement, the Deposit and the remainder of the Purchase Price, subject to closing adjustments provided herein, shall be paid by wire transfer of immediately available funds to Seller's account.

3. Review of Property.

3.01 Due Diligence Materials. Within three (3) Business Days after the Effective Date, Seller shall

(a) deliver to Buyer copies of the following documents to the extent in the Seller's actual physical possession or control

(i) The Lease; and

(ii) The title commitment prepared by Stewart Title Guaranty Company with respect to the Real Property (the "**Stewart Title Commitment**", and together with the Lease, the "**Due Diligence Materials**"); and

(b) request from the Tenant copies of information relating to (i) the structure of Improvements, (ii) the condition of operating, mechanical, electrical and HVAC systems on the Property, (iii) the roof condition and warranties, (iv) the monitoring wells on the Property, and (iv) any other condition of the Property. Buyer acknowledges and agrees that Seller shall use commercially reasonable efforts to

obtain, but shall not be obligated to deliver, or cause to be delivered, to Buyer the information or materials in this Section 3.01(b).

Buyer acknowledges and agrees that Buyer shall be responsible for verifying through Buyer's own due diligence the accuracy and completeness of all documents and information, including the foregoing Due Diligence Materials, provided by Seller to Buyer, and any reliance by Buyer on such documents and information shall be at Buyer's own risk and expense. In addition, Buyer expressly acknowledges and agrees that Seller shall not be obligated to furnish, nor shall Buyer be entitled to review or have access to, any confidential, proprietary or privileged documents or information connected with the Property, including but not limited to opinions, appraisals, audits, internal memoranda or other documents, internal work product or other similar documents, which are in the possession or control of Seller. Buyer agrees that in connection with its purchase of the Property, Buyer shall review and approve the Due Diligence Materials, as well as title to the Property, the physical condition of the Property, all zoning, land use, building, environmental and other statutes, rules or regulations applicable to the Property, and any other matters relevant to acquisition, ownership and operation of the Property (collectively the **"Property Information"**), all subject to Section 3.02 and Section 3.04 hereof. LIKEWISE, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS PROVIDED IN SECTION 4.01(I), SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION OF, AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF, ANY MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO THE DUE DILIGENCE MATERIALS AND ANY OTHER MATERIALS RELATING TO THE PROPERTY INFORMATION, DELIVERED OR MADE AVAILABLE BY SELLER TO BUYER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN.

3.02 Study Period.

(a) Buyer shall have a period, commencing upon the Effective Date and extending through and expiring at 5:00 p.m. Eastern time on Monday, May 20, 2019 (as may be extended as provided below, the **"Study Period"**), in which to review the Due Diligence Materials and the other Property Information, and to determine in its sole discretion if the Property supports the Purchase Price. If Buyer determines that the Property is not acceptable to Buyer, Buyer shall have the right to terminate this Agreement by notifying Seller of such termination in writing on or before the expiration of the Study Period. Upon such termination, the Deposit shall be returned to Buyer, Buyer shall pay any cancellation fees or charges of the Escrow Agent and the parties shall have no further liability hereunder (except as may be expressly provided herein upon termination). If Buyer fails to so notify Seller of Buyer's termination of this Agreement prior to the expiration of the Study Period, then Buyer shall have waived its right to terminate this Agreement pursuant to this Section 3.02 the parties shall proceed to closing in accordance with the terms set forth herein. In the event this Agreement terminates pursuant to this Section 3.02(a), the amount of \$100.00 shall be withheld from the Deposit and delivered to Seller. The parties have bargained for and agreed that the amount described in the preceding sentence, along with the expenditures of time and resources and possible loss of opportunity by Buyer, constitute adequate consideration for Seller's remaining bound by this Agreement notwithstanding such termination rights of Buyer.

(b) If during the Study Period any representations and warranties made by Seller and contained in Section 4.01 are, or have become, not true and correct or incomplete in any material respect, Seller shall not be in breach of this Agreement with respect thereto, and Buyer's sole and exclusive remedy (Buyer hereby waiving all other remedies it may have, whether at law or in equity or otherwise) with respect thereto shall be (i) to waive same and consummate the transaction contemplated in this Agreement, or (ii) to terminate this Agreement by furnishing written notice thereof to the Seller on or prior to the last day of the Study Period, in which event this Agreement shall terminate, neither party shall have any further rights or obligations under this Agreement (except for those provisions which expressly survive termination of the Agreement), and the Deposit shall be returned to the Buyer in the manner described in and in accordance with Section 3.02(a).

(c) Buyer shall have the right to extend the Study Period for an additional period to Monday, June 3, 2019, and such right may be exercised by Buyer delivering written notice thereof to Seller prior to 5:00 p.m. Eastern time on Monday, May 20, 2019.

3.03 Right of Entry. During the Study Period, Buyer and its contractors and agents shall have the right to enter the Property, subject to the rights of the existing Tenant, during normal business hours for the purpose of examining the environmental, structural and other physical conditions of the Property. Such right of entry shall be governed by the following provisions:

(a) In exercising such right of entry, Buyer agrees to not unreasonably interfere with the operation of the Property or the rights of the Tenant therein. Buyer shall provide to Seller written notice of the intention of Buyer and/or its agents to enter the Property or interview tenants at least three (3) Business Days prior to such intended entry and specify the intended purpose therefor including the inspections and examinations and tenant interviews contemplated to be made. The foregoing inspections or interviews shall be scheduled with Seller at a time approved by Seller and Tenant, such approval not to be unreasonably withheld. Seller shall provide Buyer with the name(s) and contact information of Seller's contact(s) with the Tenant; such contact(s) shall include the person at Tenant currently responsible for making payments under the Lease. Furthermore, Buyer shall not take any core samples, install any monitoring wells or undertake any other invasive tests or studies, or communicate with any government agencies or officials (other than the Purchaser and its employees and Columbia City Council) with respect to environmental matters (except to the extent required by law), without the Seller's prior written consent which shall not be unreasonably withheld, conditioned or delayed. In all events, Buyer shall fully repair and restore any physical damage to the Property caused by the exercise of such rights.

(b) Except to the extent required by law, Buyer shall not communicate with any officials at environmental, zoning, assessment or other government agencies regarding the Property or the Seller by name without the Seller's prior consent (which consent may be withheld by Seller for any reason, or may be conditioned upon Seller's participation in any such communications).

(c) Prior to entering onto the Property, Buyer, as well as any consultants or other third parties performing tests and studies of the Property, shall deliver to Seller certificates evidencing (1) commercial general liability insurance coverage against injury (including death)

and property damage with a limit reasonably acceptable to Seller and Buyer and naming Seller as additional insured, (2) worker's compensation insurance coverage with limits of not less than that required by law, (3) employer's liability insurance coverage against accident and disease with a limit reasonably acceptable to Seller and Buyer for each employee, and (4) contractual liability insurance.

(d) [Intentionally deleted]

(e) Buyer agrees that if the transaction contemplated by this Agreement does not occur due to termination by Buyer prior to Closing for any reason other than a default by Seller hereunder, Buyer shall deliver to Seller within fifteen (15) days after such termination copies of all engineering, environmental and other studies, reports and inspections prepared by or at the request of Buyer in connection with the Property (excluding confidential, proprietary, financial and internal analysis and reports), at no expense to Buyer and without any representation or warranty by Buyer and without any express right of Seller to rely thereon.

(f) Buyer shall promptly return to Seller or destroy all copies, including any electronic copies, Buyer has made of any Due Diligence Materials containing any confidential information before or after the execution of this Agreement, not later than five (5) Business Days following the date this Agreement is terminated for any reason, and provide Seller with a notice of the completion of such destruction; provided, however, Buyer will be entitled to retain one copy of the Due Diligence Materials for compliance purposes or for purposes of defending or maintaining litigation or threatened litigation.

EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.01(o) BELOW, BUYER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PHYSICAL (INCLUDING ENVIRONMENTAL AND STRUCTURAL) CONDITION OF THE PROPERTY AND BUYER SHALL RELY ENTIRELY ON BUYER'S OWN EXAMINATIONS AND INSPECTIONS OF THE PROPERTY IN DETERMINING WHETHER TO PURCHASE THE PROPERTY.

3.04 Legal Review Period. Buyer may obtain, at its expense, a title insurance commitment with respect to the Real Property ("**Title Commitment**"). Buyer may, at Buyer's expense, obtain an ALTA survey of the Real Property. On or before the date that is ten (10) days prior the expiration of the Study Period, Buyer shall notify Seller in writing ("**Buyer's Notice**") of any defect in title to the Property or of any other matter which is indicated on the Survey or Title Commitment to which Buyer reasonably objects. If Buyer does so notify Seller of a defect in title or other matter reasonably objectionable to Buyer within the prescribed time, Seller shall have five (5) days after receipt of Buyer's Notice to determine whether to cure the defect or other matter so objected to by Buyer and to notify Buyer of Seller's decision in this regard; however, Seller shall not be required or obligated to expend any amount of money or take any other action to cure such defect or other matter. Seller's failure to respond within such five (5) day period shall be deemed to be Seller's election not to cure any such item(s). If Seller is unable to cure the defect or other matter so objected to by Buyer to the reasonable satisfaction of Buyer or if Seller elects not to cure such matter (or is deemed to have elected not to cure such matter), Buyer shall have the right, as its sole remedy on account thereof, to elect prior to the expiration of the Study Period

either (i) waive such defect or other matter and take title to the Property without any adjustment to the Purchase Price, or (ii) terminate this Agreement and receive a return of the Deposit. In the event that Buyer fails to initially notify Seller in writing of a defect or other objectionable matter within the prescribed time as described above, or Buyer fails to terminate the Agreement within the prescribed time upon Seller's failure to cure the defect or other matter to Buyer's reasonable satisfaction, Buyer shall be deemed to have automatically elected to terminate this Agreement.

4. Representations and Warranties.

4.01 Seller's Representations and Warranties. Seller hereby covenants, represents and warrants that to Seller's knowledge:

(a) Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business under the laws of the jurisdiction where the Property is located. Seller has or will have all necessary power and authority to enter into this Agreement and to consummate all of the transactions contemplated herein. Seller's performance of its obligations under this Agreement will not result in any breach of, or constitute any default under, any material agreement or other instrument to which Seller is a party or by which Seller might be bound.

(b) There are no pending tax appeals commenced by Seller with respect to the Property.

(c) This Agreement has been, and all the documents to be delivered by Seller to Buyer at Closing will be, duly authorized and shall constitute binding obligations, enforceable against Seller in accordance with the terms thereof, subject to equitable principles and laws applicable generally to creditors' rights.

(d) The Seller is not a "foreign person" within the meaning of §1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**").

(e) There are no service contracts concerning the Property to which Seller is a party.

(f) There are no court actions or other legal proceedings pending against Seller before any court or administrative agency that would have a material adverse impact on the Property, including, without limitation, condemnation, takings or similar proceedings; and there are no pending or threatened challenges relating to any licenses or permits relating to the Property.

(g) Except for the Lease with Tenant, Seller has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements, rights of first refusal, options to purchase, or other agreements with respect to rights affecting possession or occupancy of the Property or any portion thereof.

(h) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all,

or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally. To Seller's knowledge, none of the foregoing are pending or threatened.

(i) Seller has no knowledge that any of the Due Diligence Materials provided by Seller to Buyer have been modified in any material respect from the form of same received by Seller.

(j) The Lease is in full force and effect; the Seller is not in default of any of its obligations under the Lease and the Tenant is not in default under the Lease; the Seller has not received written notice of any pending claims asserted by the Tenant for offsets against rent or security deposits or any other monetary claims made by the Tenant against the Seller; the Seller has paid all agents' and brokers' commissions and fees incurred in connection with the Lease; there is no "free rent" in effect or to be in effect under the Lease; and all tenant improvement allowances under the Lease have been paid in full and there are no tenant improvement allowances that may become due in the future.

(k) To Seller's knowledge, there are no pending or threatened actions, suits or proceedings materially affecting the Property.

(n) To Seller's knowledge, Seller has received no written notice from any government authority of any violation of any laws, rules or ordinances applicable to the Property, which violation has not been corrected prior to the Closing Date.

(o) To Seller's knowledge, neither Seller nor Tenant has received any notice from any governmental authority seeking to investigate, or claiming the existence of, any Hazardous Materials on the Property. Seller has not developed, discharged, buried, released, produced, disposed of, stored, spilled, leaked, dumped, emitted or transported upon the Property any Hazardous Materials in material violation of any applicable federal, state or local law or regulation. As used in this Agreement, the term "**Hazardous Materials**" shall mean any substance (i) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local law or regulation relating to the protection of human health or the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, *et. seq.*) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6903, *et. seq.*), (ii) the presence of which requires investigation or remediation under any federal, state or local law or regulation relating to the protection of human health or the environment; (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or mutagenic; (iv) which poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (v) which contains gasoline, diesel fuel, other petroleum hydrocarbons, asbestos, asbestos-containing materials, formaldehyde, or polychlorinated biphenyls.

(p) Seller agrees that the Escrow Agent for the transaction contemplated herein is the Buyer's counsel for this transaction and the owner of the title agency for the title insurance company providing title insurance for Buyer.

Any reference in this Agreement to “knowledge,” “actual knowledge” or “best of knowledge” of Seller, or the receipt of notices or other communications by Seller, shall be deemed to mean the actual knowledge of, or receipt of notice or communication by, Craig Mellendick, who serves as the CFO of the Harry and Jeannette Weinberg Foundation and not any implied, imputed or constructive knowledge of such individual or of Seller, and without any independent investigation or inquiry having been made. Buyer acknowledges and agrees that neither such party(ies) nor any other employee or agent of Seller shall have any duty or obligation under this Agreement or other law to make any affirmative investigation or inquiry of the matters covered by the foregoing provisions in order to determine the accuracy or truthfulness thereof. IN ADDITION, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT WITH RESPECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.01 ABOVE, OR THAT WHICH MAY BE EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT (IF AT ALL), THE PROPERTY IS TO BE CONVEYED BY SELLER TO BUYER IN “AS-IS, WHERE-IS” CONDITION WITHOUT WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ZONING, PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, SUITABILITY FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WHATSOEVER.

4.02 Buyer's Representations and Warranties. Buyer hereby covenants, represents and warrants to Seller as follows:

(a) Buyer is a municipality created under the laws of the State of South Carolina. Buyer has or will have all necessary power and authority to enter into this Agreement and to consummate all of the transactions contemplated herein. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights. The execution, delivery and performance of its obligations under this Agreement will not result in any breach of, or constitute any default under, any material agreement or other material instrument to which Buyer is a party or by which Buyer might be bound.

(b) This Agreement has been, and all the documents to be delivered by Buyer to Seller at Closing will be, duly authorized and executed.

(c) Buyer has, or will have, sufficient funds available and committed for the transaction contemplated hereby, including but not limited to, closing on the purchase of the Property; provided, that nothing herein shall constitute a general obligation or indebtedness of the Buyer or a pledge of the full faith and credit of the Buyer.

(d) Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay the majority of its debts as they come due, or (vi) made an offer of settlement, extension or composition to its largest creditors or substantially all of its creditors generally. To Buyer's knowledge, none of foregoing are pending or threatened.

(e) Buyer is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively hereinafter referred to as the “**Orders**”). Neither the Buyer nor any of its affiliates (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”), (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

(f) Buyer is not (i) a plan which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), as defined in §3(3) of ERISA, nor a plan as defined in §4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as a “**Plan**”), (ii) a “governmental plan” as defined in §3(32) of ERISA, or (iii) a “party in interest,” as defined in §3(14) of ERISA, to a Plan, except with respect to plans, if any, that cover the Buyer’s employees, nor do the assets of Buyer constitute “plan assets” of one or more of such Plans within the meaning of Department of Labor Regulations §2510.3-101. Buyer is acting on its own behalf and not on account of or for the benefit of any Plan. Buyer has no present intent to transfer the Property to any entity, person or Plan which will cause a violation of ERISA. Buyer has not assigned, and shall not assign, its interest under this Agreement to any entity, person or Plan in a manner which will cause a violation of ERISA.

(g) Buyer agrees that the Escrow Agent for the transaction contemplated herein shall be the title insurer and underwriter providing title insurance for Buyer.

5. Pre-Closing Obligations.

5.01 Actions Affecting Property. Between the Effective Date and the Closing Date hereunder, Seller shall (a) not, without the prior written approval of the Buyer, execute (i) any documents, agreements or instruments affecting title to the Property, (ii) any leases, or amendments to or cancellations of the Lease, or (iii) any service contracts for the Property (except to the extent such contract can be terminated without penalty on thirty (30) days’ notice), and (b) maintain the Property in the ordinary course of business. In the event that Buyer fails to respond

within ten (10) Business Days after any request for approval of any such document, then Buyer's approval shall be deemed granted.

5.02 Marketing of Property. After the Study Period and until Closing or earlier termination of this Agreement, Seller shall not market the Property for sale.

5.03 [Intentionally deleted]

5.04 Tenant's Consent. Buyer acknowledges and agrees that the sale of the Property to Buyer is conditioned upon Seller obtaining Tenant's consent to the assignment of the Lease to Buyer ("**Tenant's Consent**"). Seller shall use good faith efforts to obtain Tenant's Consent prior to the Closing Date; provided, however, in no event shall Seller be in default hereunder if it has used good faith efforts to obtain such Tenant's Consent but Tenant fails to deliver. In the event Seller is unable to obtain Tenant's Consent at or prior to Closing, then either Seller or Buyer shall have the right to extend the Closing Date for fifteen (15) days to allow additional time in which Seller may seek Tenant's Consent. In the event Seller is unable to receive Tenant's Consent on or before such extended Closing Date, Buyer, at its sole option, may elect to either terminate this Agreement whereupon Buyer shall receive a refund of its Deposit or proceed to Closing.

5.05 Tenant Estoppel. Seller shall use commercially reasonable efforts to obtain an estoppel certificate ("**Tenant Estoppel**") from Tenant relating to the Lease in form and substance satisfactory to Buyer and dated within thirty (30) days of the Closing Date; provided, however, in no event shall Seller be in default hereunder if it has used commercially reasonable efforts to obtain such Tenant Estoppel but Tenant fails to deliver.

6. Closing and Settlement.

6.01 Conditions to Buyer's Closing. The satisfaction of each of the following conditions by the Closing Date hereunder shall be a condition to the Buyer's obligation to close hereunder:

(a) Seller shall have performed, in all material respects, all of its obligations to be performed prior to Closing and not be in breach or default hereunder beyond any applicable cure period.

(b) The continued accuracy and completeness in all material respects of all of the representations and warranties set forth in Section 4.01 above.

(c) The Tenant's Consent.

(d) The Tenant Estoppel.

To the extent that any one or more of the foregoing conditions is not satisfied in full by the Closing Date, unless waived in writing by Buyer, Buyer may, as its sole remedy on account thereof, terminate this Agreement and receive a return of its Deposit, in which event the parties shall have no further liability hereunder (except as may be expressly provided herein upon termination).

6.02 Conditions to Seller's Closing. The satisfaction of each of the following conditions by the Closing Date hereunder shall be a condition to the Seller's obligation to close hereunder:

(a) Buyer shall have performed, in all material respects, all of its obligations to be performed prior to Closing and not be in breach or default hereunder beyond any applicable cure period.

(b) The continued accuracy and completeness in all material respects of all of the representations and warranties set forth in Section 4.02 above.

To the extent that any one or more of the foregoing conditions is not satisfied in full by the Closing Date, unless waived in writing by Seller, Seller may, as its sole remedy on account therefor, terminate this Agreement and receive the Deposit in which event the parties shall have no further liability hereunder (except as may be expressly provided upon termination).

6.03 Survival of Representations. Absent any such termination, upon Closing hereunder the covenants, representations and warranties set forth in Section 4.01 above shall be deemed remade as of the date of Closing hereunder and shall survive the Closing for a period of nine (9) months thereafter ("**Survival Period**"). Except with respect to any covenants, representations or warranties set forth herein which are expressly to survive closing hereunder, any and all covenants, representations and warranties contained in this Agreement shall merge in the deed and the other documents delivered at closing and shall not survive closing hereunder.

6.04 Closing Date. The closing of the sale contemplated herein (the "**Closing**") shall be held on a date determined by Buyer no later than Tuesday, June 11, 2019 (as may be extended as provided below, the "**Closing Date**"). Closing shall be held at the offices of the Escrow Agent through escrow under the supervision of Buyer's and Seller's South Carolina attorneys, or at such other location as may be acceptable to Seller and Buyer. If Buyer extends the Study Period to June 3, 2019 as provided in Section 3.02 hereinabove, then the Closing Date shall be automatically extended to a date determined by Buyer no later than Tuesday, June 25, 2019.

6.05 Seller's Closing Deliveries. At Closing, the Seller shall deliver (or cause to be delivered) to the Escrow Agent in escrow (unless otherwise noted below) the following documents and instruments, each duly executed and acknowledged by Seller:

(a) A special warranty deed (the "**Deed**") dated as of the Closing Date, conveying the real property to Buyer, subject to the Permitted Exceptions, in the form of Exhibit C attached hereto. The phrase "**Permitted Exceptions**" includes (i) liens securing payment of taxes, assessments and other public charges imposed in connection with the Property but which are not yet due as of the Closing Date, (ii) all matters indicated on the Title Commitment which are not objected to by Buyer in accordance with Section 3.04 above and those that Seller elects not to cure (or is deemed to have elected not to cure), and (iii) any matters which could be disclosed by an accurate survey of the Property which are not objected to by Buyer in accordance with Section 3.04 above, and (iv) any zoning, subdivision or other public laws and regulations.

(b) A Bill of Sale and Blanket Assignment (the “**Assignment**”) dated as of the Closing Date, conveying (among other things) the landlord’s interest in the Lease to Buyer, in the form of **Exhibit D** attached hereto.

(c) Evidence reasonably acceptable to the Escrow Agent and Buyer, of Seller's power and authority to enter into this transaction, including without limitation a certificate of merger of HRT, LTD. into Seller and a certificate of name change from Honolulu Rapid Transit, Limited to HRT, LTD., both in form to be recorded in the Richland County, South Carolina Register of Deeds Office.

(d) A tenant notification letter (the “**Tenant Notification Letter**”), dated as of the Closing Date, containing Seller’s authorization to the Tenant of the Property for future payments of rental directly to Buyer or Buyer’s managing agent, in a form reasonably acceptable to Buyer.

(e) An executed certificate with respect to Seller’s non-foreign status sufficient to comply with the requirements of Section 1445 of the Code, commonly known as the Foreign Investment in Real Property Tax Act of 1980, and regulations applicable thereto, in the form attached hereto as **Exhibit E**.

(f) An executed copy of Internal Revenue Service Form 1099 as required by the Tax Reform Act of 1986, and all regulations applicable thereto.

(g) Any applicable transfer tax forms or conveyance forms required to be executed by Seller pursuant to applicable law.

(h) Such documents or affidavits as are customary and reasonably requested by the Escrow Agent, to induce the Escrow Agent to insure Buyer against (i) any so-called “gap” risk between the time of Closing and the recordation of the Deed, (ii) liens for non-payment of taxes or work performed by contractors, suppliers and brokers at any time before Closing, and (iii) rights of parties in possession other than pursuant to the Lease.

(i) South Carolina Withholding Tax Affidavit.

(j) South Carolina Department of Revenue Tax Compliance letter dated within thirty (30) days of the Closing Date.

(k) Tenant’s Consent.

(l) Tenant Estoppel.

(m) A settlement statement showing all of the payments, adjustments and prorations provided for in Section 6.08 and otherwise agreed upon by Seller and Buyer (the “**Settlement Statement**”).

(n) Such other documents as are reasonably requested or required by Buyer to consummate the transaction contemplated hereby.

6.06 Buyer’s Closing Deliveries. At Closing, Buyer shall deliver (or cause to be delivered) to Escrow Agent in escrow (1) the Purchase Price (net of the Deposit and any

adjustments set forth herein) and (2) the following items, documents and instruments, each duly executed and acknowledged by Buyer:

- (a) the Assignment;
- (b) the Tenant Notification Letter;
- (c) the Settlement Statement;
- (d) any applicable transfer tax forms or conveyance forms required to be executed by Seller pursuant to applicable law
- (e) evidence reasonably acceptable to Escrow Agent, authorizing the consummation by Buyer of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Buyer; and
- (f) such other documents as are reasonably requested or required by Seller, Tenant or Escrow Agent to consummate the transaction contemplated hereby.

6.07 Possession. At Closing, Seller shall deliver possession of the Property to Buyer subject to the rights of Tenant pursuant to the Lease and other Permitted Exceptions and shall provide to Buyer all keys to the Improvements in Seller's possession. To the extent not previously delivered by Seller to Buyer, following Closing the parties shall reasonably coordinate to transfer: (a) records and files which are in Seller's possession or control relating to the current operation and maintenance of the Property, including, without limitation, repair and maintenance records and the like which affect or relate to the Property, and (b) all architectural and engineering plans and specifications relating to the Property in Seller's possession or control.

6.08 Closing Costs. Seller shall pay (i) the cost of any documentary stamp or transfer tax imposed due to such deed transfer, and (ii) fifty percent (50%) of the escrow fees. Buyer shall pay (i) all costs of the examination of title, all title premiums and all title insurance endorsements, (ii) any costs of obtaining a current survey of the Property, (iii) fifty percent (50%) of the escrow fees, (iv) the fees of recording the deed, (v) the costs and expenses incurred by Buyer in connection with any financing it may obtain and any lender expenses, fees or charges, and (vi) any other costs of Buyer's due diligence with respect to the Property. Seller and Buyer shall each pay the costs of its own counsel.

7. Prorations.

7.01 Operating Expenses and Rents Generally. At Closing, all costs and expenses not paid directly by the Tenant under the Lease shall be prorated between Seller and Buyer such that Seller be responsible for all costs and expenses for the Property not paid directly by the Tenant imposed on and before 11:59 pm on the date before the Closing Date, and Buyer shall be responsible for all costs and expenses for the Property imposed on and after the Closing Date. Additionally, all rents collected by Seller under the Lease shall be prorated as of the Closing Date. After Closing, Buyer will pay to Seller in cash the pro rata portion of any rents that are not past due collected by Buyer after Closing and which are identified by Tenant as relating to the period prior to Closing Date, and such payments shall be made to Seller within thirty (30) days

after Buyer's receipt of same. To the extent Seller receives any rents after Closing, Seller shall forward such payments to Buyer within thirty (30) days after Seller's receipt of same and Buyer shall apply such rents pursuant to this Section and Section 8.02 in connection with Delinquent Rents; provided, however, if after Closing Seller receives any rent payment for the month in which the Closing occurs (as opposed to any rent for prior months), then to the extent that such rent was not included in the prorations at Closing, Seller may retain its pro rata share of such rent payment and forward the balance (for the period from the Closing Date through the end of the month) to Buyer.

If information required to calculate any such proration is not available to Seller and Buyer at Closing, they shall calculate the proration at Closing on the basis of the best estimates then available to them, and after Closing Seller and Buyer shall promptly adjust the proration (by a payment from one to the other) when the necessary information becomes available.

7.02 Past Due Rents. Rents reserved in the Lease that are past due at Closing for a period prior to Closing ("Delinquent Rents") shall not be prorated at Closing, but rather shall be paid to Seller when, and if, collected by Buyer after Closing, and such payments shall be made to Seller within thirty (30) days after Buyer's receipt of same. Buyer's obligation to pay any Delinquent Rents collected by it after Closing shall not merge with the Deed, but shall survive Closing.

8. Casualty and Condemnation.

8.01 Substantial Event. If between the Effective Date and the Closing Date, (a) any improvements on the Property are destroyed or damaged to such an extent that the costs to repair are in excess of \$200,000.00 (as determined by estimates of Seller's insurer), or (b) condemnation proceedings are commenced against the Property or any part thereof which involve the elimination of rentable space or points of access to the Property without substitute space or alternative access being available, or (c) the Tenant under the Lease has the right to terminate the Lease, or a termination of the Lease occurs, as a result of an event described in Section 8.01(a) or Section 8.01(b), Buyer may terminate this Agreement and receive a return of its Deposit. However, in such event, Buyer shall have the right to elect not to terminate this Agreement, in which case any proceeds of insurance or condemnation awards payable by reason of such damage or condemnation shall be paid or assigned to Buyer.

8.02 Insubstantial Event. If between the Effective Date and the Closing Date, the improvements on the Property are damaged to such an extent that the costs to repair are equal to or less than \$200,000.00 (as determined by estimates of Seller's insurer), or if any improvements on the Property are destroyed or damaged to such an extent that the costs to repair are in excess of \$200,000.00 but Buyer elects not to terminate the Agreement, or condemnation proceedings are commenced against the Property or any part thereof which do not involve the elimination of rentable space or points of access to the Property or with respect to which substitute space or alternative access is available, then any proceeds of insurance or condemnation awards payable by reason of such damage or condemnation shall be paid or assigned to Buyer, and Buyer shall proceed to closing.

9. Default/Remedies.

9.01 Default by Seller. If Seller breaches or defaults in any covenant or obligation under this Agreement prior to Closing (but not including the breach of any representation or warranty set forth in Section 4.01 hereof, which shall be addressed in Section 6.01 above), and such breach or default is not cured within ten (10) Business Days after written notice from Buyer, then Buyer shall have, in its sole discretion, (i) the right to terminate this Agreement and receive a return of the Deposit and upon written notice of the exercise of such right from Buyer to the Escrow Agent, the Escrow Agent shall pay to Buyer the full amount of the Deposit then held by Escrow Agent, whereupon Buyer and Seller shall have no further rights or obligations under this Agreement except for those provisions which expressly survive termination of this Agreement, or (ii) the right to seek specific performance of this Agreement, provided that any such specific performance action is filed within ninety (90) days of the Closing Date.

9.02 Default by Buyer. If prior to Closing, Buyer breaches any covenant or obligation under this Agreement (but not including the breach of any representation or warranty set forth in Section 4.02 hereof which shall be addressed in Section 6.02 above), then Seller shall have the right to retain the full amount of the Deposit hereunder, as Seller's sole remedy and liquidated damages on account of the Buyer's default, and upon written notice of the exercise of such right from Seller to the Escrow Agent, the Escrow Agent shall pay to Seller the full amount of the Deposit then held by Escrow Agent. The parties agree that the Seller's actual damages would be difficult to ascertain and that the total Deposit is the parties' best and good faith estimate of such damages and not a penalty.

10. Provisions Regarding Escrow Agent.

10.01 Administration of Deposit. The Escrow Agent agrees to hold and either forfeit to Seller, return to Buyer or apply at closing the Deposit in accordance with the terms and conditions of this Agreement.

10.02 Limitation on Liability. The following provisions shall control with respect to the rights, duties and liabilities of the Escrow Agent:

(a) The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the (i) sufficiency, correctness, genuineness or validity of any written instrument, notice or evidence of a party's receipt of any instruction or notice which is received by the Escrow Agent, or (ii) identity or authority of any person executing such instruction, notice or evidence.

(b) The Escrow Agent shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the Escrow Agent shall have no liability except for its own breach of this Agreement, willful misconduct or gross negligence.

(c) The Escrow Agent shall not be responsible for the solvency or financial stability of any financial institution with which Escrow Agent is directed to invest funds escrowed hereunder.

(d) The Escrow Agent shall be reimbursed on an equal basis by Buyer and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with

respect to the amount held in escrow, including the cost of any legal expenses and court costs incurred by the Escrow Agent, should the Escrow Agent deem it necessary to retain an attorney with respect to the disposition of the amount held in escrow.

(e) In the event of a dispute between the parties hereto with respect to the disposition of the amount held in escrow, the Escrow Agent shall be entitled, at its own discretion, to deliver such amount to an appropriate court of law pending resolution of the dispute and/or interplead the parties hereto with regard to such amount.

11. [Intentionally deleted]

12. Miscellaneous.

12.01 Assignment. Buyer shall not assign or transfer this Agreement or any interest herein to any third party without the prior written consent of the Seller; provided, however, that Buyer may assign this Agreement prior to closing to a single asset entity formed solely for the purpose of holding title to the Property for benefit of Buyer without the consent of Seller. Likewise, Seller may withhold its consent to, and Buyer hereby agrees to not undertake, any assignment for the purpose of transferring directly or indirectly the rights to purchase the Property in return for monetary consideration. Upon any assignment, the original named Buyer herein shall not be released but shall remain primarily responsible for all duties, obligations and liabilities of the Buyer hereunder. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

12.02 No Personal Liability. No employee, officer, director, trustee, partner, member, shareholder, affiliate or other owner of Seller or Buyer, or any investment manager or other agent of Seller or Buyer or such party's respective constituent employee, officer, director, trustee, partner, member, shareholder, affiliate or other owner, shall be personally liable or responsible for any duties, obligations or liabilities of the Seller or Buyer, respectively, hereunder or in any other connection with the Property or this transaction.

12.03 Limitation of Liability. Notwithstanding anything to the contrary contained herein, if the Closing of the transactions hereunder shall have occurred: (1) Seller shall have no liability (and Buyer shall make no claim against Seller) for a breach of any representation or warranty or any other obligation of Seller or for indemnification under this Agreement or any document executed by Seller in connection with this Agreement unless (a) the claim is brought prior to the expiration of the Survival Period, and (b) valid claims for all such breaches and indemnifications collectively aggregate to more than \$10,000; (2) the liability of Seller under this Agreement and such documents shall not exceed, in the aggregate, an amount (the "**Maximum Liability Amount**") equal to \$270,000 (it being understood that, notwithstanding anything to the contrary in this Agreement or any other document, Seller's liability under this Agreement and the documents executed by Seller in connection herewith shall in no event exceed, in the aggregate, the Maximum Liability Amount); and (3) in no event shall Seller be liable for any special, consequential or punitive damages. Notwithstanding the foregoing, the Maximum Liability Amount provided by Section 12.03(b) shall not apply to any claims, damages, actions, losses or expenses arising from any fraudulent or intentional misrepresentation made by Seller.

No constituent member or partner in or agent of Seller, nor any advisor, trustee, director, officer, employee, beneficiary, shareholder, member, partner, participant, representative or agent of any partnership, limited liability company, corporation, trust or other entity that has or acquires a direct or indirect interest in Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any constituent member or partner in Seller (or in any other constituent member or partner of Seller), nor any obligation of any constituent member or partner in Seller (or in any other constituent member or partner of Seller) to restore a negative capital account or to contribute capital to Seller (or to any other constituent member or partner of Seller), shall at any time be deemed to be the property or an asset of Seller or any such other constituent member or partner (and neither Buyer nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or a member's or partner's obligation to restore or contribute).

The foregoing shall be in addition to, and not in limitation of, any further limitation of liability that might otherwise apply (whether by reason of Buyer's waiver, relinquishment or release of any applicable rights or otherwise).

12.04 Limitation of Claims. No statutory or other legal rights under federal, state or local laws and/or regulations shall apply between the parties with respect to the Property and the transactions contemplated by this Agreement, and the parties are liable only pursuant to the covenants, representations and/or warranties expressly stated in this Agreement and no other agreements, laws or regulations. Without limitation on the foregoing, upon Closing hereunder and after expiration of the Survival Period, Buyer shall be deemed to have automatically released and discharged forever the Seller and all employees, officers, directors, trustees, partners, members, shareholder, affiliates and other owners of Seller, as well as any investment manager and other agents of Seller, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including but not limited to court costs and reasonable attorneys' fees and disbursements), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Property and the presence of hazardous or dangerous materials or substances on, under or about the Property, or (ii) any law or regulation applicable to the Property, including but not limited to any environmental statutes, rules and regulations, any zoning laws, building codes or other regulations, and any other federal, state or local law.

12.05 Notices. All notices given in connection with this Agreement shall be effective as of the date personally delivered, one (1) day after the date delivered to overnight courier, upon receipt if delivered by electronic mail as attached in portable document format

("PDF"), or three (3) days after being mailed by U.S. Mail (postage prepaid), as the case may be, if sent to the parties at the following addresses:

Seller's notice address:

HRT Realty, LLC
c/o The Harry and Jeanette Weinberg Foundation
7 Park Center Court
Owings Mills, MD 21117
Attn: Craig Mellendick
Email: cmellendick@hjweinberg.org

With a copy to:

Venable LLP
Attn: Kelly Shubic Weiner
750 East Pratt Street, Suite 900
Baltimore, Maryland 21202
Email: ksweiner@venable.com

Buyer's notice address:

City of Columbia
1737 Main Street (P.O. Box 147)
Columbia, South Carolina 29201 (20217)
Attn: Teresa Wilson, City Manager
E-mail: Teresa.Wilson@columbiasc.gov

With a copy to:

Burr Forman McNair
1221 Main Street, Suite 1800
Columbia, South Carolina 29201
Attn: Judith L. McInnis, Esquire
E-mail: jmcinnis@burr.com

Escrow Agent's notice address:

Burr Forman McNair
1221 Main Street, Suite 1800
Columbia, South Carolina 29201
Attn: Judith L. McInnis, Esquire
E-mail: jmcinnis@burr.com

12.06 Entire Agreement. This Agreement contains all agreements of the parties with respect to the Property and supersedes any prior discussions, contracts or other agreements with respect thereto. No modifications to this Agreement or waivers of any rights or benefits

provided herein shall be binding unless signed by the party against whom such modification or waiver is sought to be enforced. Notwithstanding the foregoing, in the event that the Seller and Buyer agree to and execute any written amendment or other document modifying this Agreement, which does not directly modify the obligations of the Escrow Agent hereunder, the Escrow Agent shall not be required to execute such amendment or other agreement in order for the document to be fully effective and enforceable.

12.07 Broker. Each of Seller and Buyer represents and warrants to the other that it has not dealt with any broker or finder in connection with the transaction contemplated by this Agreement, except for CBRE, Inc. ("**Seller's Broker**"), to whom Seller shall pay a commission at Closing according to separate agreement. Seller indemnifies and holds the Buyer harmless from and against any losses, damages, costs or expenses (including attorneys' fees) incurred by such other party due to a breach of the foregoing warranty and representation. The foregoing indemnity shall survive closing.

12.08 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina and federal law applicable within such state.

12.09 Attorney's Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, whether prior to or after closing, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.10 Severability. No determination by any court, governmental body or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

12.11 Recording. This Agreement may not be recorded among the land records or among any other public records without the Seller's prior written consent (which consent may be withheld for any reason).

12.12 Counterparts. This Agreement may be signed in counterparts and shall be fully enforceable when signed in such manner. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

12.13 Exchange. Each of Buyer and Seller shall have the right, at its respective election, to treat the transaction contemplated by this Agreement as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code and Seller and Buyer shall cooperate with the electing party in all reasonable respects in the event of such an election; provided, however, that in no event shall (i) the Closing Date be postponed in connection with any such election and (ii) the non-requesting party be required to take title to any other real property or to incur any additional expenses or liability in order to effectuate the like-kind exchange. Seller agrees to indemnify, defend and hold the Buyer harmless from and against any and all costs, expenses, claims and other liabilities of any kind arising with regard to the effectuation of a tax-free exchange as described herein. Notwithstanding anything to the contrary provided herein, the non-requesting party makes no representations or warranties as to the tax treatment for the transaction contemplated hereby or the ability of the transaction contemplated to qualify for like-kind exchange treatment pursuant to Section 1031 of the Internal Revenue Code. In the event both parties desire to effectuate a like-kind exchange as described herein, each party shall pay any and all costs associated with their respective transactions.

12.14 1099-S; Real Estate Reporting Person. In order to comply with information reporting requirements provided by Section 6045(e) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, the parties hereby designate Escrow Agent as the party who shall be responsible for reporting to the Internal Revenue Service (the “IRS”) the sale of the Property on IRS form 1099-S. The parties shall provide Escrow Agent with the information necessary to complete Form 1099-S. Escrow Agent shall provide all the parties with a copy of the IRS Form 1099-S filed with the IRS and with any documentation used to complete IRS Form 1099-S. The parties agree to retain this Agreement for 4 years following December 31 of the calendar year in which the closing hereunder occurs.

12.15 Timing. The phrase “Business Days” as used herein shall mean the days of Monday through Friday, excepting only federal holidays and City of Columbia, South Carolina holidays. The phrase “calendar days” as used herein shall mean all days of the week, including all holidays. The term “days” without reference to calendar or business days shall mean calendar days. If any date upon which an obligation is to be performed hereunder, or a period described herein expires, falls on a Saturday, Sunday, or other legal holiday recognized by national banks in the State of South Carolina or the City of Columbia, South Carolina, then the date for such performance or the expiration of such period, as applicable, shall be extended to the next following day which is not a Saturday, Sunday or such legal holiday. Time is of the essence of this Agreement.

12.16 [Intentionally deleted]

12.17 Discharge of Seller’s Obligations Except as otherwise expressly provided in this Agreement, Buyer’s acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller’s representations, warranties, covenants and agreements in this Agreement shall merge in the documents and agreement executed at the Closing and shall not survive the Closing, except to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing.

12.18 Waiver of Trial By Jury. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BUYER AND SELLER (A) COVENANTS NOT TO AND WILL NOT ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE RELATIONSHIP BETWEEN THE PARTIES AS BUYER AND SELLER, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. THE TERMS OF THIS SECTION 12.18 SHALL SURVIVE THE CLOSING.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signature hereto.

SELLER:

HRT REALTY, LLC,
a Maryland limited liability company

By: _____

Name: _____

Title: _____

Date: _____

(Signatures continue on following pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signature hereto.

BUYER:

City of Columbia, South Carolina

By: _____

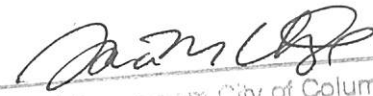
Name: _____

Title: _____

Date: _____

(Signatures continue on following pages)

APPROVED AS TO FORM



Legal Department City of Columbia, SC

The undersigned hereby acknowledges receipt of this Agreement fully signed by Seller and Buyer on the date stated below, accepts this Agreement and agrees to perform the functions and services of Escrow Agent for the closing contemplated herein.

ESCROW AGENT:

Burr & Forman LLP

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Legal Description

[TO BE CONFIRMED]

All that piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, beginning at a point eight-tenths (0.8') of one foot N 20°-00' W of the northwestern corner of the intersection of Taylor and Assembly Streets; thence S 71°-00' W a distance of six hundred eleven and two-tenths (611.2') feet along the northern right-of-way line of Taylor Street to an iron pin located seven and four-tenths (7.4') feet north of the old northern line of Taylor Street; thence running N 20°-00' W a distance of five hundred twelve and seven-tenths (512.7') feet to an "X" mark in a concrete slab; thence N 37°-41' E a distance of five hundred fifty-nine and seven-tenths (559.7') feet to an iron on the northeastern property line of the property herein conveyed, and continuing a distance of five and three-tenths (5.3') feet to an offset line. Bearings and distance along the offset line:

S 71°-50' E Eleven and seven-tenths (11.7') feet;
 S 67°-50' E Fifty-four and five-tenths (54.5') feet;
 S 65°-37' E Forty-five and seven-tenths (45.7') feet;
 S 57°-26' E Fifty-two and five-tenths (52.5') feet;
 S 52°-51' E Forty-one and six-tenths (41.6') feet;
 S 20°-00' E Nine and two-tenths (9.2') feet

to an iron on the eastern line of the property, the same being the western line of Assembly Street; thence continuing along the eastern property line and the western right-of-way line of Assembly Street S 14°-42' E a distance of fifty-six and twenty-four one-hundredths (56.24') feet to an iron; thence S 5°-54' W a distance of thirty-eight and ninety-one one-hundredths (38.91') feet to an iron; thence S 26°-51' E a distance of one hundred and seventy-two one-hundredths (100.72') feet to an iron; thence S 22°-17' E a distance of one hundred and seventeen one-hundredths (100.17') feet to an iron; thence S 20°-00' E a distance of one hundred (100') feet to an iron; thence S 18°-51' E a distance of one hundred and two one-hundredths (100.2') feet to an iron; thence S 18°-20' E a distance of sixty-nine and three one-hundredths (69.03') feet to an iron; thence N 70°-00' E a distance of ten and five-tenths (10.5') feet to an iron; thence S 20°-00' E a distance of one hundred two and seven-tenths (102.7') feet to an iron, the point of beginning.

The lot of land herein described, containing approximately nine and fifty-three one-hundredths (9.53) acres, is more clearly shown and delineated on a "Plat of Property Surveyed for City of Columbia, Richland County, S.C." made by William Wingfield, Registered Surveyor, dated December 1, 1961 and revised January 10, 1963 to show changes to eastern lines.

Exhibit C**Form of Special Warranty Deed**

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) SPECIAL WARRANTY DEED

HRT REALTY, LLC, a Maryland limited liability company ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by CITY OF COLUMBIA, SOUTH CAROLINA, a _____ ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land described in Exhibit A attached hereto and incorporated herein, together with all improvements and fixtures thereon and all rights and appurtenances appertaining thereto (collectively, the "**Property**").

This conveyance is being made subject to the permitted exceptions set forth on Exhibit B attached hereto and incorporated herein (collectively, the "**Permitted Exceptions**").

DERIVATION: BEING the same property conveyed to Grantor by deed from _____, dated _____, and recorded in the Office of the Register of Deeds for Richland County in Book _____, at Page _____;

TAX MAP #:

GRANTEE'S ADDRESS:

TO HAVE AND TO HOLD all and singular the Property unto Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed, sealed and delivered in its name as of the _____ day of _____, 2019.

GRANTOR:

Signed, sealed and delivered
in the presence of:

HRT REALTY, LLC

By: _____
Name: _____
Title: _____

Witness #1

[Print Name]

Witness #2

[Print Name]

STATE OF _____)
) ss.
COUNTY OF _____)

I _____, do hereby certify that _____, as
_____ of HRT REALTY, LLC, personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public
Print Name: _____
My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT A TO SPECIAL WARRANTY DEED**Legal Description**

EXHIBIT B TO SPECIAL WARRANTY DEED**Permitted Exceptions**

1. Liens securing the payment of taxes, assessments and other public charges imposed in connection with the Property but which are not yet due as of the date hereof;
2. [Insert all matters indicated on the Title Commitment];
3. All matters disclosed on the [define Survey]; and
4. Any zoning, subdivision or other public laws and regulations.

STATE OF _____)
 COUNTY OF _____)

Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in the County of Richland, and was transferred by HRT REALTY, LLC to City of Columbia, South Carolina, on _____ 2019 with the following TMS Number: _____.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or as a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because _____ (see information section of affidavit):

(If exempt, please skip items 4 – 7 and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
- (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____.
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: \$ _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ _____
- (b) Place the amount listed in item 5 above here: \$ _____
 (If no amount is listed, place zero here)
- (c) Subtract line 6(b) from line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is \$ _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[]:

By: _____

Name:

Title:

SWORN to before me this
_____ day of _____, 2019.

Notary Public for _____

My Commission Expires: _____

Exhibit D**Form of Assignment****BLANKET TRANSFER, ASSIGNMENT AND BILL OF SALE**

THIS BLANKET TRANSFER, ASSIGNMENT AND BILL OF SALE (this “**Bill of Sale and Assignment**”), made and entered into as of this ____ day of _____, 20____, by and between HRT REALTY, LLC, a Maryland limited liability company (hereinafter referred to as “**Assignor**”), and City of Columbia, South Carolina, a _____ (hereinafter referred to as “**Assignee**”);

W I T N E S S E T H:

“**Lease**” means that certain lease dated June 16, 1966 (as amended) by and between Assignor, as landlord, and the United States of America (doing business as the U.S. Postal Service), as tenant (the “**Tenant**”), providing for the occupancy and use of the Property, together with any amendments or modifications thereto or any lease guarantees thereof (if any).

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the conveyance by Assignor to Assignee of the improved real property described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter referred to as the “**Property**”), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Assignor hereby transfers, grants, conveys and assigns to Assignee the following, to-wit:

- (1) the Lease together with all security deposits and all escrows for taxes, insurance and CAM charges deposited by Tenant;
- (2) all Personal Property;

EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT, THE LEASE AND PERSONAL PROPERTY CONVEYED BY ASSIGNOR IS CONVEYED TO THE ASSIGNEE IN “AS-IS, WHERE IS” CONDITION, WITHOUT WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ZONING, PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, SUITABILITY FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WHATSOEVER.

As of the date hereof, Assignee hereby assumes the Lease.

Initially capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Purchase and Sale Agreement by and between Assignor and Assignee dated _____, 2019 (the “**Contract**”).

This Bill of Sale shall be governed by, and construed under, the laws of the State of South Carolina.

This Bill of Sale shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has executed this instrument under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

HRT REALTY, LLC,
a Maryland limited liability company

Witness #1

By: _____

Name: _____

Title: _____

[Print Name]

Witness #2

[Print Name]

STATE OF _____)
) ss.
COUNTY OF _____)

I _____, do hereby certify that _____, as
_____ of HRT REALTY, LLC, a Maryland limited liability
company, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public

Print Name: _____

My commission expires: _____

(NOTARIAL SEAL)

IN WITNESS WHEREOF, Assignor has executed this instrument under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

City of Columbia, South Carolina,
a _____

By: _____
Name: _____
Title: _____

Witness #1

[Print Name]

Witness #2

[Print Name]

STATE OF _____)
) ss.
COUNTY OF _____)

I _____, do hereby certify that _____, as
_____ of City of Columbia, South Carolina, a
_____ personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public
Print Name: _____
My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT A TO BILL OF SALE**Property Description**

Exhibit E**Form of FIRPTA****FIRPTA**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform **HRT Realty, LLC**, a Maryland limited liability company ("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by **City of Columbia**, a ("**Transferor**"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is [_____]; and
4. Transferor's office address is: _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that it has examined this certification and to the best of its knowledge and belief it is true, correct, and complete, and further declares that the person executing this document on behalf of Transferor has all requisite authority and is duly authorized.

Date: _____, 20____

[Signature appears on the following page.]

IN WITNESS WHEREOF, Transferor has executed this Agreement as of the date first above written.

TRANSFEROR:

HRT REALTY, LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

(Signature Page to FIRPTA)



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-038 Authorizing Condemnation for Easement Acquisition for Sanitary Sewer and Access along Property Identified 4632 Leila's Court; Richland County TMS#13913-05-19; CIP Project #SS7261; CF#250-378 (Easement 20A of 48)

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** R_2019_038_Easement_Acquisition_along_4632_Leilas_Court (PDF)

RESOLUTION NO.: R-2019-038

Authorizing Condemnation for Easement Acquisition for Sanitary Sewer and Access along Property Identified 4632 Leila's Court; Richland County TMS#13913-05-19; CIP Project #SS7261; CF#250-378 (Easement 20A of 48)

WHEREAS, the City's Department of Engineering has identified this capital improvements project as part of the CW2020 sanitary sewer system improvements required to upgrade the existing the sanitary sewer system, to eliminate sanitary sewer overflows in the Lake Katherine neighborhood and to meet customer demands; and,

WHEREAS, City of Columbia's staff has made numerous attempts to negotiate for acquisition of the easements for this project, but have been unable to come to a negotiated resolution; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2019, that it has been determined that for the public purpose of constructing the sanitary sewer main project and for the benefit of upgrading the sanitary sewer system, it is necessary to acquire easements on portions of the property described below and shown on Exhibit "A" attached hereto and incorporated herein by reference. Based upon an appraisal, it has been determined that the total just compensation is \$5,000.00. The City Attorney is authorized to offer that amount to the Landowners in exchange for granting the referenced easements, if the Landowner does not accept within ten (10) days of the offer, the City Attorney is authorized to commence an action for acquisition of the easements by eminent domain.

Owners:	TMS# & Location:	Easement Description:	Appraised Value:
Robert C. Rhodes & Jennifer C. Rhodes	4632 Leila's Court, Columbia, SC 29206	(I) Permanent, Exclusive Easement, Five (5) Feet in Width (93.4 SF) Exhibit "A"	\$5,000.00
		(II) Temporary Easement, Variable (25.37' to 31.54') Feet in Width (728.3 SF) Exhibit "A"	

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

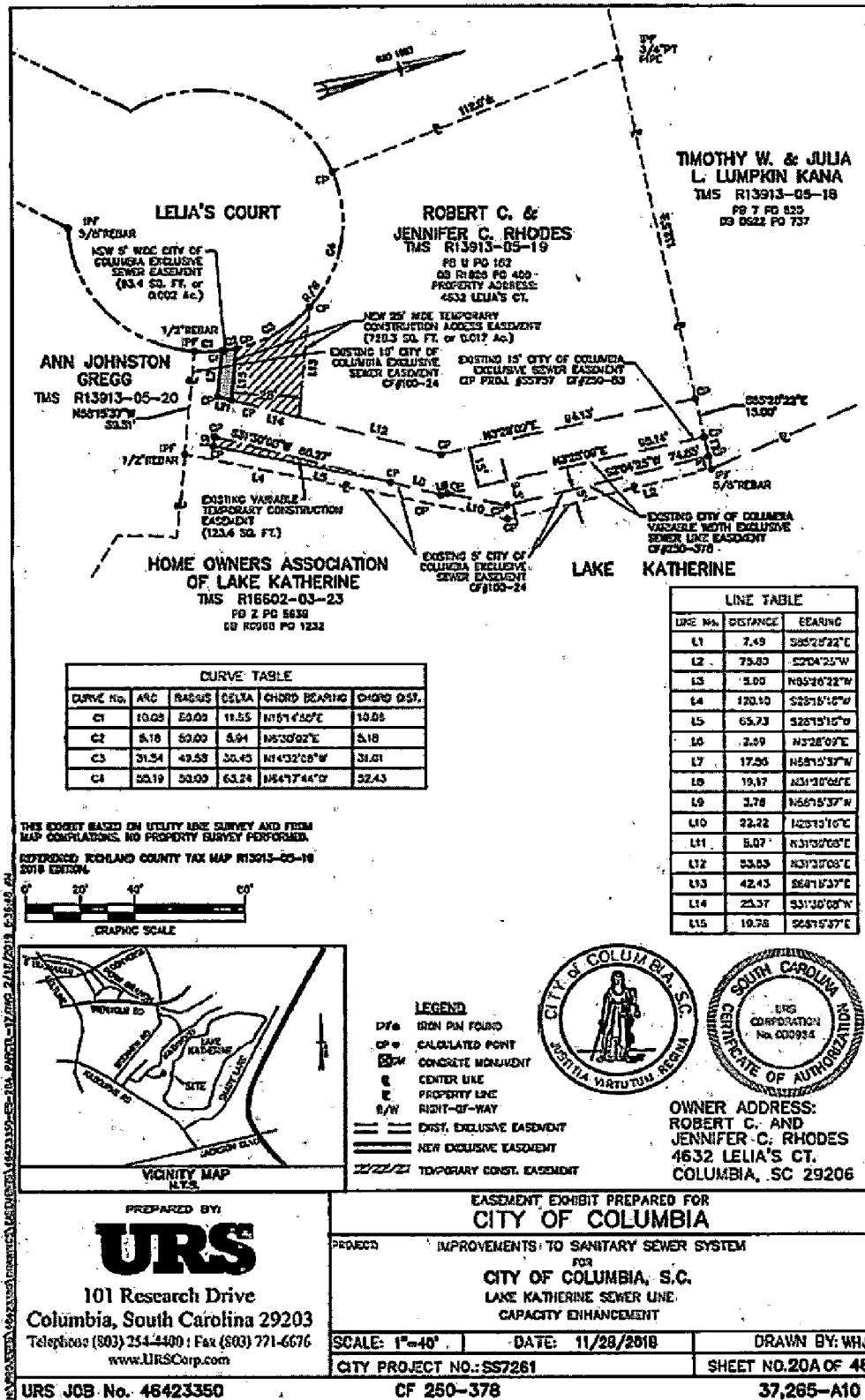
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2019-038
EXHIBIT "A"





We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-041 Authorizing the Purchase of approximately 11.64 acres on the western side of Gills Creek Parkway at Pelham Drive; Richland County TMS#13712-02-46 from Franklyn D. Owen, III, et al for a Stormwater Utility Site; CF#250-433

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-041 purchase 11.64 acres WS Gills Creek Parkway (PDF)

RESOLUTION NO.: R-2019-041

Authorizing the Purchase of approximately 11.64 acres on the western side of Gills Creek Parkway at Pelham Drive; Richland County TMS#13712-02-46 from Franklyn D. Owen, III, et al for a Stormwater Utility Site; CF#250-433

WHEREAS, the subject property is located between two parcels owned by the City of Columbia on the western side of Gills Creek Parkway at Pelham Drive. After completing a study of the Gills Creek stormwater basin and responding to complaints made by area property owners, the City's Engineering and Stormwater Divisions have reviewed the conditions of the stormwater system in this area and determined that the best solution would be for the City to purchase the subject property and create a stormwater utility site; and,

WHEREAS, the property owners agreed to the proposal for the City to acquire the subject property for the negotiated value of Thirty Thousand and No/100 (\$30,000.00) Dollars. The property is described as 11.64 acres in the deed to the current owners, but is shown as 8.72 acres on the plat from a field survey. The current owners will convey to the City all property owned by them and identified as Richland County Tax Map Number 13712-02-46; and,

WHEREAS, approval is recommended by the Director of Engineering; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, that for and in consideration of the sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, the City Manager is hereby authorized to execute all closing documents necessary and pre-approved by the City Attorney to consummate the acquisition by the City of Columbia of all property owned by the current owners along the western side of Gills Creek Parkway at Pelham Drive and identified as Richland County Tax Map Number 13712-02-46 to be used as a stormwater utility site.

The referenced property is shown on a plat dated January 4, 2013, prepared by the City of Columbia, David S. Sharpe, S.C. R.L.S. #10509, for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #250-433. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

(Funding Source: 5534202-638305)

Requested by:

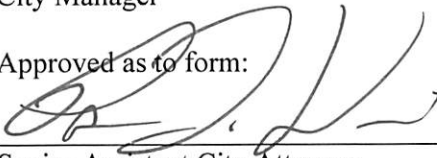
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

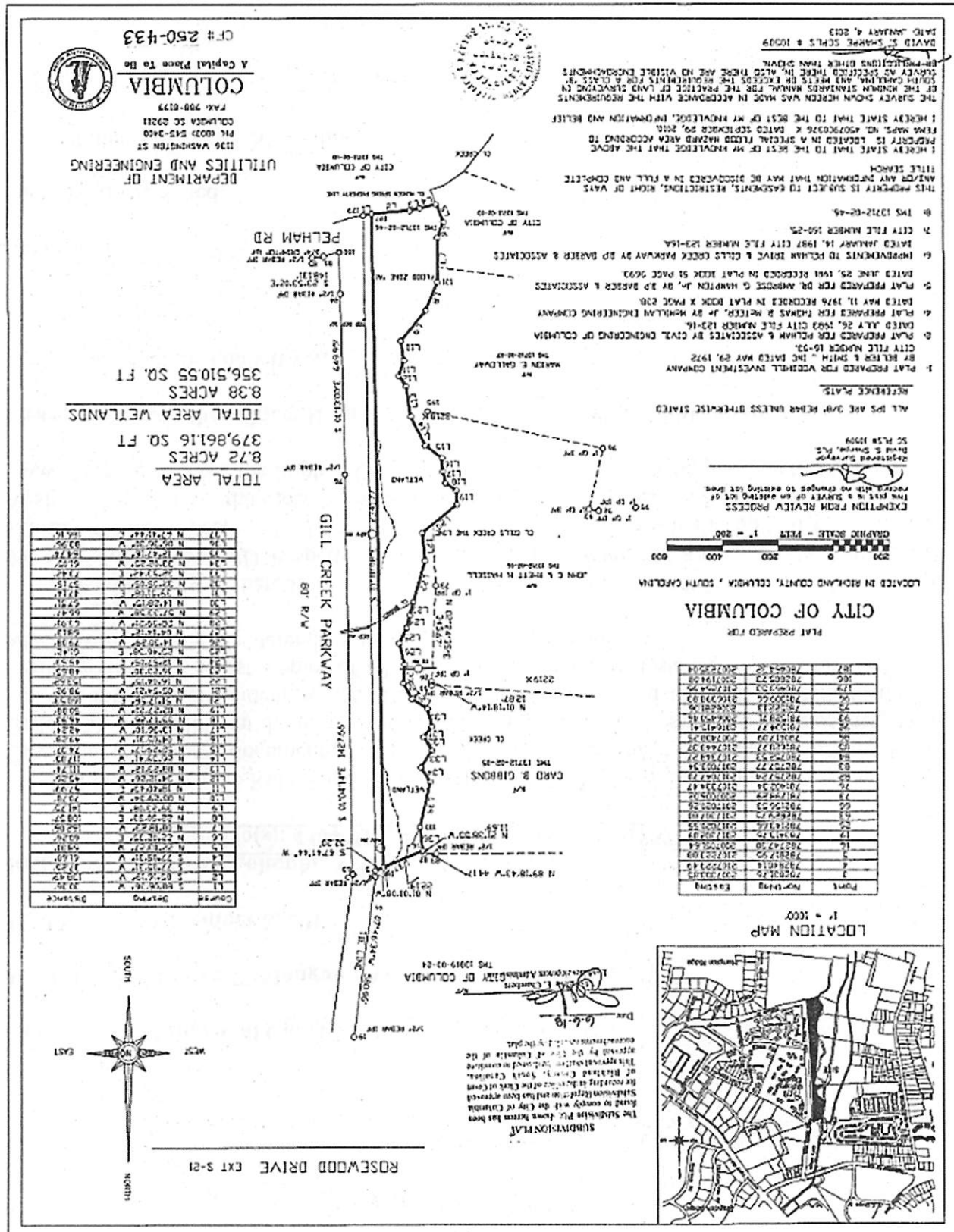


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading





We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Accommodations Tax Advisory Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of this committee is to receive; review proposals from organizations requesting money from the City's Accommodations Tax Fund; and make recommendations to City Council on those proposals.

This committee was created by [S.C. Code 12-35-720](http://www.scstatehouse.gov/code/t06c004.php)
<<http://www.scstatehouse.gov/code/t06c004.php>>.

Composition: There are seven (7) council appointments. Of the seven (7) members four (4) must be designated hospitality industry representatives and two (2) of which must be from the lodging sector. One (1) member must be a cultural interest representative. The other two (2) may citizens in the community.

Term of office is two (2) years and eligible for one (1) reappointment.

All appointees must reside and/or work in the corporate limits of the city.

Action: Council is as to appoint or re-appoint 7 appointees

Accommodations Tax Advisory Committee

Mr. Frank Cook ¹	June 2018	Hospitality/Lodging
Ms. Edna Langley ²	June 2017	Hospitality
Mr. Raj Champaneri ²	June 2017	Hospitality/Lodging
Ms. Sandra Sims ¹	June 2018	Hospitality/Lodging
Joelle Ryan-Cook ¹	August 2018	Cultural
Mr. Hal Stevenson ²	June 2018	At-Large
Ms. Shennice Cleckley ²	May 2017	At-Large

Applicants (2)

Blake Buchanan
VP Corporate Partnerships

Columbia Fireflies

District 2

Clifton D. Bodiford, Jr.

Audit and Assurance- Supervisor
Scott and Company, LLC

District 2



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Board of Zoning Appeals

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of the Board is to consider applications for variances to the development standards of the Zoning Ordinance, for special exceptions, and for administrative appeals where a person claims that the Zoning Administrator has erred in the enforcement of the Zoning Ordinance. In making a decision about an application, Board members apply criteria outlined within the Zoning Ordinance. The Board does not act as a recommending body to City Council; instead appeals of decisions of the Board are heard in Circuit Court.

Composition: The board is composed of seven (7) individuals serving a three (3) year term with eligibility for one (1) re-appointment.

Action: Council is asked to appoint two (2) new members.

District Representation:

District 1 - 0
District 2 - 1
District 3 - 2
District 4 - 0
Outside City Limits - 0

District Representation of Applicants:

There are seven (7) applications for consideration.

District 1 - 2
District 2 - 5
District 3 - 0
District 4 - 0
Outside City Limits - 0



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Citizens Advisory Committee for Community Development

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of the Citizens Advisory Committee is to make important recommendations for the use of Community Development Block Grant (CDBG), Housing Opportunities for Persons with Aids (HOPWA). They advise the Mayor and Council on the needs of neighborhoods; reviews amendments; and make appropriate comments on policies.

Composition: This committee has seven (7) members with each Councilmember appointing one (1) representative. Appointees serve a four (4) year term with eligibility for one (1) reappointment.

Action: Council is asked to approve two (2) appointments.

District Representation:

District 1 - 1
District 2 - 2
District 3 - 2
District 4 - 1

District Representation of Applicants:

District 1 - 4
District 2 - 1
District 3 - 1
District 4 - 0

There are a total of six (6) applicants.



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Climate Protection Action Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of the Climate Protection Action Committee (CPAC) is to recommend and oversee the development and implementation of mission-based programs and projects by developing and advocating a vision and strategy for becoming a sustainable community in partnership with key stakeholders and other communities.

Composition: This committee consists of eight appointees, one for each City Council member and the Mayor, as well as one staff appointment. Appointees serve a three (3) year term with eligibility for one (1) re-appointment.

Action: Council is asked to approve the District 3 and Mayor appointees to the committee.

Current District Representation is:

- District 1 - 1
- District 2 - 1
- District 3 - 2
- District 4 - 1
- Not in City Limits - 1 (At-Large)



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Food Policy Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of this committee is to gather and address problems found within food production, consumption, processing, distribution, and waste disposal with the primary focus on finding solutions to problems that promote sustainability, economic development, and social justice in the food system of the Columbia and surrounding areas by educating government officials about issues of the food system, making policy recommendations, research, fostering of cooperation among private, public, and non-profit interests.

Composition: This commission is comprised of fifteen (15) members

Action: Council is asked to appoint four (4) individuals

District Representation:

District 1 - 1
District 2 - 2
District 3 - 4
District 4 - 2
Outside City Limits - 3

District Representation of Applicants:

There are four (4) applications for consideration.

District 1 - 1
District 2 - 2
District 3 - 0
District 4 - 0
Outside City Limits - 0



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Five Points Association Clean & Safe Program Funding
Request- The Honorable Daniel J. Rickenmann

**FUNDING SOURCE &
ORIGINAL BUDGET:**

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Black Expo Funding Request - The Honorable Tameika Isaac Devine

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: May 7, 2019

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Proposed Closure of the Vista Recycling Center - Mr. Robert Anderson, Public Works Director

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** VistaRecycleCenter (PDF)
- **#b:** City Letter - Closing Vista Recycle Center April 9, 2019 (PDF)



CITY OF COLUMBIA

Public Works Department

2910 Colonial Drive | Columbia, South Carolina 29203
Phone: 803-545-3830 Fax: 803-733-8648

INTEROFFICE MEMORANDUM

TO: ROBERT ANDERSON, PUBLIC WORKS DIRECTOR
FROM: SAMANTHA YAGER, SOLID WASTE ASST. SUPERINTENDENT
SUBJECT: PROPOSED CLOSURE OF VISTA RECYCLING CENTER
DATE: 5/3/2019
CC: JOHN HOOKS, SOLID WASTE SUPERINTENDENT

Robert, as you are aware, there have been growing concerns and issues with the Vista Recycling Center. Since its inception, the center has provided a drop off location for local businesses to recycle their cardboard, paper, plastic bottles and aluminum cans. The site was originally funded through SC DHEC under the "Bin There, Done That" grant, which has run its life cycle. It has been well used over the years, but it has turned into an open dumping site.

Due to the abuse of the unmanned site, the Solid Waste Division is requesting to discontinue the use of the site and restore two metered parking spots in its place. We have communicated and agreed with the Vista Guild that closure is necessary. The Guild has provided a letter of support, which is attached to this memo. It has become unsightly and a source of litter in the area. The site is no longer being used for recycling. We have seen items such as mattresses, toilets, electronics and furniture at the site coming from West Columbia, Cayce, Forest Drive and other places outside City limits. There is also a very high contamination rate at the center. Contamination includes, but not limited to, plastic bags, shredded paper, food waste and plastic films. There have been signs posted stating what is and is not accepted at the site. The Division is charged per ton by the recycling processor for contamination. The Division services the roll carts three times per week and is cleaned up daily by the cardboard driver and litter crews amounting to an estimated 6-7 hours per week. Please find attached to this memorandum pictures of the site. These pictures were captured over a month's timespan. For these reasons, we believe closure is the best option.

The Division and the Vista Guild has worked closely on what we believe is the best plan of action. The plan is to post signs regarding the closure for one month. The Vista Guild will communicate via newsletter to its businesses and stakeholders about the closure. These businesses will be offered cardboard pickup and other recycling services from the Division. After the month is over, the Division will work with other City divisions to remove the fencing and add two metered parking spots. The Division will research an alternative and viable plan to offer drop off recycling. Following the closure, the Division will work in conjunction with the Vista clean team to monitor the site and clean up any continued illegal dumping.

















April 9, 2019

John Hooks
City of Columbia Public Works

Dear John:

The Vista Guild and its Board of Directors support the closing of the Vista Recycle Center. We polled our membership and found that not enough Vista businesses are actively using the center to warrant keeping it open.

Please let us know the closing date so that we can communicate with our Guild members and Vista businesses.

Sincerely,

Meredith G. Atkinson

CC: Merritt McNeely, Vista Guild President
Dale Marshall, Vista Guild Clean & Safe Committee Chair