



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 20, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, June 20, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, District IV

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the May 16, 2023 and June 6, 2023 Meeting Minutes.

PRESENTATIONS

2. National Homeownership Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. Melani Miller Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. American Heart Association Presentation - Ms. Teresa Wilson, City Manager



We Are Columbia

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BUDGET ORDINANCES - SECOND READING

5. Ordinance No.: 2023-063 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024

First reading approval was given on June 6, 2023.

6. Ordinance No.: 2023-059 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

First reading approval was given on June 6, 2023.

7. Ordinance No.: 2023-062- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees

First reading approval was given on June 6, 2023.

8. Ordinance No.: 2023-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Parades (*Special Events*)

First reading approval was given on June 6, 2023.

9. Ordinance No.: 2023-066 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

First reading approval was given on June 6, 2023.

10. Ordinance No.: 2023-068 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms

First reading approval was given on June 6, 2023.

BUDGET ORDINANCE - SECOND READING

11. Ordinance No.: 2023-067 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V. Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a)

First reading approval was given on June 6, 2023.



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FISCAL YEAR 2023/2024 FUNDING ALLOCATIONS

12. Fiscal Year 2023/2024 Accommodations Tax Allocations - Ms. Missy Caughman, MPA, CPM, Budget, Program Management and Grants Director
13. Fiscal Year 2023/2024 Hospitality Tax Allocations - Ms. Missy Caughman, MPA, CPM, Budget, Program Management and Grants Director

CONSENT AGENDA ITEMS 14 THROUGH 33

14. Council is asked to approve the purchase of a Chevy C2500 Double Cab Silverado Truck for the Columbia Empowerment Zone, as requested by the Fleet Services Division on May 26, 2023. Award to Love Chevrolet using the SC State Contract in the amount of \$52,308.00. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$52,308.00.

15. Council is asked to approve Court Management System Support Services, as requested by Municipal Court Administration on June 13, 2023. Award to the Richland County Information Technology Department in the amount of \$100,000.00. Services were provided during July 1, 2022 to April 30, 2023. This vendor is located in Columbia, SC.

Funding Source: Municipal Court - Maintenance & Service Contract (1011502-638200). The original budget amount is \$100,000.00.

16. Council is asked to approve Change Order #1 for Project SS7558-SD8496; 8" Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of \$78,780.10. This firm is located in Swansea, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS755801-5549999-SD849601-658650). The original budget amount is \$397,423.90, which includes contingency. The budget amount for this change order is \$78,780.10. The total revised budget amount is \$476,204.00.

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide pipeline rehabilitation services at 3.29% (\$2,588.20) of the change order amount.

JA Mabus & Associates of Leesville, SC is the protégé and will provide storm drain line services at 96.71% (\$76,191.90) of the change order amount.



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17. Council is asked to approve Change Order #5 for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on April 24, 2023. Award to S. J. Louis Construction in the amount of \$1,079,882.39. The contract term is extended to December 26, 2023. This firm is located in Rockville, MN.

Funding Source: Water & Sewer Capital Projects, Capital Projects Cost (5529999-SS733702-658650). The original budget amount is \$20,817,577.09. The budget amount for this change order is \$1,079,882.39. The total revised budget amount is \$21,897,459.48.

18. Council is asked to approve the Purchase of HVAC Evaluation Services, as requested by the Support Services Division on May 4, 2023. Award to Trane U.S. Incorporated using the Omnia Partners Cooperative Contract in the amount of \$104,760.00. This vendor is located in West Columbia, SC.

Funding Source: General Support Services and Professional Services (1011201-636600). The original budget amount is \$104,760.00.

19. Council is asked to approve a new Professional Services Agreement for Citywide Security Services, as requested by the Columbia Police Department on March 10, 2023. Award to Allied Universal Security Services in an amount not to exceed \$1,973,179.83, which includes contingency. The term of the agreement is one year with four one-year renewal periods. This contractor is located in Columbia, SC.

Funding Source: Police Administrative Services - Professional Services (1012402-636600). The original budget amount is \$1,973,179.83.

20. Council is asked to approve Fiscal Year 2023/2024 Public Safety Contract Renewals, as requested by Various Departments. Award to the following vendors in the total amount of \$925,099.36.

Item	Vendor and Location	Description	Term	Amount
a.	Motorola Solutions Lancaster, SC	Palmetto 800 MHz Radio Airtime, as requested by the Columbia Fire Department on May 18, 2023 and the Columbia Police Department on May 15, 2023.	Annual Renewal (7/1/2023 - 6/30/2024)	\$485,496.78

Funding Source: Fire Suppression - Maintenance & Service Contract (1012303 - 638200) - \$116,997.70 (including taxes) and Police Administrative Services - Other Lease/Rental (1012402-636500) - \$368,499.08 (including taxes)



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b.	Cross Safe Charlotte, NC	Crossing Guard Services, as requested by the Columbia Police Department on May 15, 2023.	2 nd Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$350,000.00
<i>Funding Source: Police Administrative Services - Professional Services (1012402-636600) - \$350,000.00</i>				
c.	COBAN Technologies, Inc. Houston, TX	Law Enforcement Speed Detection & Video Equipment Solution License Maintenance, as requested by the Columbia Police Department on May 15, 2023.	Annual Renewal (7/1/2023 - 6/30/2024)	\$89,602.58
<i>Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200) - \$89,602.58 (including taxes)</i>				
Total Amount:				\$925,099.36

21. Council is asked to approve Fiscal Year 2023/2024 Miscellaneous Contract Renewals, as requested by Various Departments. Award to the following vendors in the total amount of \$1,002,288.18.

Item	Vendor and Location	Description	Term	Amount
a.	Scott & Company LLC Columbia, SC	Auditing Services, as requested by the Finance Department on June 7, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$133,500.00
<i>Funding Source: Accounting - Audit Costs (1011401-635600) and Finance Water Administration - Audit Costs (5511409-635600) - \$133,500.00</i>				
b.	Shoes for Crews, LLC Boca Raton, FL	Safety Shoes and Boots, as requested by the Department of Procurement and Contracts on June 6, 2023.	2 nd of 3 year initial term (7/1/2023 - 6/30/2024)	\$294,625.00
<i>Funding Source: Supplies - Safety Clothing and Supplies (6208956-625900) - \$294,625.00</i>				
c.	UniFirst Corporation Lexington, SC	Citywide Uniform Rental Services, as requested by the Department of Procurement and Contracts on June 6, 2023.	1 st Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$450,000.00
<i>Funding Source: Supplies - Uniforms and Clothing (6208956-624100) - \$450,000.00</i>				



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d.	Hansen Banner, LLC Allentown, PA	Utility Billing Annual Maintenance and Support, as requested by the IT and Budget, Project Management and Grants Office on June 1, 2023.	IT Annual Renewal (7/1/2023 - 6/30/2024)	\$124,163.18
<i>Funding Source: Program Management Office - Maintenance & Service Contracts (6218950-638200)</i>				
\$124,163.18				
Total Amount:				\$1,002,288.18

22. Council is asked to approve Fiscal Year 2023/2024 Indefinite Delivery Contract (IDC) renewals for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to the following firms in the total amount of \$1,400,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.

Item	Vendor and Location	Description	Term	Amount
a.	Lake Murray Utility Company Chapin, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$400,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$400,000.00</i>				
b.	LAD Construction Swansea, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$200,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$200,000.00</i>				
c.	G. H. Smith Construction Columbia, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$400,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$400,000.00</i>				
d.	Carolina Tap and Bore, Inc. W. Columbia, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$400,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$400,000.00</i>				
Total Amount:				\$1,400,000.00



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23. Council is asked to approve Fiscal Year 2023/2024 Indefinite Delivery Contract (IDC) Renewals for Asphalt, Concrete Repair, and Restoration Services. Award to the following firms in the total amount of \$1,500,000.00. Project specific administration shall be required, executed, and issued for each asphalt and concrete repair or restoration project awarded under the approved IDC.

Item	Vendor and Location	Description	Term	Amount
a.	AOS Specialty Contractors, Inc. Lexington, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$600,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
b.	C.R. Jackson, Inc. Columbia, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$600,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
c.	North American Pipeline Management, Inc. Columbia, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$200,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
d.	Southern Roots Landscape Management, LLC Columbia, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$100,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
Total Amount:				\$1,500,000.00



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24. Council is asked to approve new Sole Source Agreements, as requested by Columbia Water. Award to the following vendors in the total amount of \$3,098,611.24.

Item	Vendor and Location	Description	Term	Amount
a.	Chao and Associates, Inc. Columbia, SC	Deemed canal embankment engineer by Federal Regulatory Commission, unique knowledge of Canal Dam as requested by Columbia Water on April on 13, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$120,000.00
<i>Funding Source: Hydro Electric Plant Operation-Special Projects (5556101-638500) - \$120,000.00</i>				
b.	Charles Underwood, Inc. Sanford, NC	Grundfos-Yeomans, PACO, Chicago, and Morris Pumps labor, parts, and services as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$200,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) - \$200,000.00.</i>				
c.	Evoqua Water Technologies, LLC C/O Heyward, Inc. Waukesha, WI	Envirex Jet-Tech, Aqua Lator System, Upper/Lower Bearing Assemblies, External Lift Screw Pump as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$150,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) - \$150,000.00.</i>				
d.	Heyward-Charlotte, Inc. Charlotte, NC	VAG USA Engineered and Distribution Valves, Butterfly Plug Valves, Morris Pumps, Control Panels, VFDs, Rotork Electrical Valves, Actuators, Control Systems, Seepex, labor, parts, inspections, and maintenance as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$150,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) and Utilities Lake Murray Water Plant – Machinery and Equipment-Capital (5516207-65833) - \$150,000.00.</i>				



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e.	Premier Magnesia, LLC West, PA	Magnesium Hydroxide- Thioguard and Thioguard Omega S Technical Grade Magnesium Hydroxide Slurry product as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$2,199,800.16
<i>Funding Source: Utilities Metro Wastewater Plant-Chemicals (5516208-624800) - \$2,199,800.16</i>				
f.	Xylem Water Solutions USA Charlotte, NC	Flygt pump and repair facility distributor, used at lift stations as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$135,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Equipment Repair/Service Supply – (5516208-631800) - \$135,000.00.</i>				
g.	CITI, Inc. Charlotte, NC	Drinking water second tier server SCADA application development services as requested by Columbia Water on May 8, 2023.	New Sole Source (6/1/2023-6/30/2023)	\$62,270.00
<i>Funding Source: Utilities Columbia Canal Water Treatment Plant - Equipment Repair/Service Supply (5516206-631800) \$20,756.66; Utilities Water Distribution & Maintenance - Equipment Repair/Service Supply (5516203-638100) \$20,756.66; Utilities Lake Murray Water Plant - Equipment Repair/Service Supply (5516207-631800) \$20,756.68.</i>				
h.	Hach Company Loveland, CO	Preventative Maintenance and Repair Services as requested on April 18, 2023.	New Sole Source; (6/1/2023-6/30/2023)	\$81,541.08
<i>Funding Source: Utilities Metro Wastewater Treatment Plant - Maintenance & Service Contract (5516208-638200). \$81,541.08.</i>				
Total:				\$3,098,611.24

25. Council is asked to approve Fiscal Year 2023/2024 Purchase of Water and Wastewater Treatment Chemicals, as requested by Columbia Water. Award to the following vendors in the total amount of \$8,780,913.80.

Item	Vendor and Location	Description	Term	Amount
a.	Carus, LLC Peru, IL	Blended Phosphate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$458,640.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$148,960.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$309,680.00 for a total amount of \$458,640.00.</i>				
b.	Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$1,179,884.00



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<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$635,200.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$544,684.00 for a total amount of \$1,179,884.00</i>				
c.	International Dioxide, Inc. North Kingstown, RI	Sodium Chlorite, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 -6/30/2024)	\$282,800.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) - \$282,800.00</i>				
d.	JCI Jones Chemical Sarasota, FL	Chlorine, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 -6/30/2024)	\$999,000.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$555,000.00; Utilities Lake Murray WTP - Chemicals (5516207-624800) \$444,000.00 for a total amount of \$999,000.00</i>				
e.	JCI Jones Chemical Sarasota, FL	Sodium Hypochlorite 12% or Sodium Hypochlorite 15%, as requested by Columbia Water on May 4, 2023.	1 st year of 1 year initial term (7/1/2023 -6/30/2024)	\$983,923.20
<i>Funding Source: Metro Wastewater Plant - Chemicals (5516208-624800) - \$983,923.20.</i>				
f.	Polydyne Riceboro, GA	Polymer, as requested by Columbia Water on May 4, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$842,400.00
<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$842,400.00</i>				
g.	Polytec Mooresville, NC	Liquid Lime (Calcium Hydroxide), as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 -6/30/2024)	\$450,309.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$205,520.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$244,789.00 for a total amount of \$450,309.00.</i>				
h.	Southern Ionics, Inc. West Point, MS	Sodium Bisulfite, as requested by Columbia Water on May 4, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$414,201.60
<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$414,201.60</i>				
i.	Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$207,900.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$126,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$81,900.00 for a total amount of \$207,900.00.</i>				
j.	Univar Spartanburg, SC	Fluoride / Caustic / Sodium Hypochlorite / Sulfate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$263,356.00



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<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$91,160.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$172,196.00 for a total amount of \$263,356.00.</i>				
k.	Univar Spartanburg, SC	EarthTec Copper Sulfate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$218,500.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$93,500.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$125,000.00 for a total amount of \$218,500.00.</i>				
l.	CarbPure Technologies, LLC Greenwood Village, CO	Activated Carbon, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$2,480,000.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$620,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$1,860,000.00 for a total amount of \$2,480,000.00.</i>				
Total Amount:				\$8,780,913.80

26. Council is asked to approve Fiscal Year 2023/2024 Columbia Water Contract Renewals and Extensions. Award to the following firms in the total amount of \$10,103,060.38.

Item	Vendor and Location	Description	Term	Amount
a.	Hazen and Sawyer Columbia, SC	Wastewater Collection System Hydraulic Modeling SS7613, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$550,000.00
<i>Funding Source: Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$550,000.00</i>				
b.	Mead and Hunt Columbia, SC	Metro Wastewater Treatment Plant Project Management Services SS7601, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$100,000.00
<i>Funding Source: Utilities Metro Wastewater Plant - Professional Services (5516208-636600) - \$100,000.00</i>				
c.	Michael Baker International Columbia, SC	Project Management SS7592, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$160,000.00
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$160,000.00</i>				



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d.	AECOM Columbia, SC	Project Management SS7594, as requested by Columbia Water on May 9, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$139,050.00
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-638305) - \$139,050.00</i>				
e.	Hazen and Sawyer Columbia, SC	Capacity Assurance Program Technical Support SS7595, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$250,000.00
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$250,000.00</i>				
f.	Superior Lawn & Yard, LLC Prosperity, SC	Grounds Maintenance for Columbia CWTP & Remote Sites, as requested by Columbia Water on June 5, 2023.	2 nd Renewal of 4 options to renew (7/01/2023 - 6/30/2024)	\$165,900.00
<i>Funding Source: Utilities Canal Water Treatment Plant - Special Contracts (5516206-638300) and Utilities Lake Murray Plant - Special Contracts (5516207-638300) - \$165,900.00</i>				
g.	CITI, Inc. Charlotte, NC	Metro Instrumentation & SCADA System Maintenance, as requested by Columbia Water on May 4, 2023.	2 nd Renewal of 2 options to renew (7/01/2023 - 6/30/2024)	\$312,725.00
<i>Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) - \$312,725.00</i>				
h.	CITI, Inc. Charlotte, NC	Canal & Lake Murray Instrumentation & SCADA System Maintenance, as requested by Columbia Water on June 5, 2023.	2 nd Renewal of 2 options to renew (7/01/2023 - 6/30/2024)	\$100,000.00
<i>Funding Source: Utilities Canal Water Treatment Plant - Chemicals (5516206-624800) \$50,000.00; Utilities Lake Murray Plant - Professional Services (5516207-636600) \$50,000.00 for a total amount of \$100,000.00.</i>				
i.	Waste Management of SC Elgin, SC	Landfill Services for Disposal of Materials (Solid Waste), as requested by Columbia Water on March 15, 2023.	2 nd Renewal of 4 options to renew (7/01/2023 - 6/30/2024) -	\$440,000.00
<i>Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955-631900) - \$440,000.000</i>				



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j.	Central Carolina Technical College Sumter, SC	Memorandum of Agreement for Apprenticeship Program Training, as requested by Columbia Water on May 4, 2023.	2 nd Renewal of 9 options to renew (7/01/2023 - 6/30/2024)	\$141,300.00
<i>Funding Source: Utilities Metro Wastewater Plant - Employee Training & Professional Development (5516208-631200) \$41,500.00; Utilities Water Distribution & Maintenance - Employee Training & Professional Development (5516203-631200) \$51,600.00; Utilities Lake Murray Water Plant - Employee Training & Professional Development (5516207-631200) \$10,000.00; Utilities Canal Water Treatment Plant - Employee Training & Professional Development (5516206-631200) \$10,000.00 and Utilities Wastewater Maintenance - Employee Training & Professional Development (5516205-631200) \$28,200.00 for a total amount of \$141,300.00</i>				
k.	Martin, Edwards & Assoc. Erwin, NC	Compost Grinding and Screening Services, as requested by Columbia Water on March 15, 2023.	2 nd Renewal of 2 options to renew (7/01/2023 - 6/30/2024)	\$160,000.00
<i>Funding Source: Solid Waste Compost - Special Projects (1014406-638500) - \$160,000.00</i>				
l.	Badger Meter, Incorporated Milwaukee, WI	BEACON AMA Managed Solution, as requested by Columbia Water on May 24, 2023.	2 nd Renewal of 20 options to renew (7/1/2023 - 6/30/2024)	\$790,000.00
<i>Funding Source: Meter Reading Maintenance Services Contract (5516202-638200) - \$790,000.00</i>				
m.	Rogers and Callcott Columbia, SC	Environmental Sample Collection Testing, as requested by Columbia Water on April 26, 2023.	2 nd Renewal of 3 Annual Renewals (9/1/2023- 8/31/2024)	\$176,699.35
<i>Funding Source: Utilities Metro Wastewater Plant - Special Contracts (5516208-63800) - \$176,699.35</i>				
n.	Kemp Construction Sherrills Ford, NC	WWTP and PS Prof. Maintenance Support Services SS7607, as requested by Columbia Water April 28, 2023.	1 st of 3 Annual Renewals (7/1/2023 - 6/30/2024)	\$1,000,000.00
<i>Funding Source: Utilities Metro Wastewater Plant - Special Contracts - Water/Sewer, Stormwater (5516208-638305) - \$1,000,000.00</i>				
o.	EnviroWaste Services Group Inc. Palmetto Bay, FL	Wet Well Cleaning, as requested by Columbia Water on May 4, 2023.	2 nd of 2 year initial term (7/1/2023 - 6/30/2024)	\$275,600.00



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
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<i>Funding Source: Utilities Metro Wastewater Plant - Maintenance Service Contract (5516208-638200) - \$275,600.00</i>				
p.	Brown and Caldwell Columbia, SC	Metro WWTP & Compliance Personnel Training, as requested by Columbia Water on May 4, 2023.	2 nd of 3 year initial term (7/1/2023 - 6/30/2024)	\$66,000.00
<i>Funding Source: Utilities Metro Wastewater Plant - Employee Training & Professional Development (5516208-631200) - \$66,000.00</i>				
q.	Woolpert, Inc. Columbia, SC	Wastewater Collection System Flow Monitoring Services SS7617, as requested by Columbia Water on April 28, 2023.	1 st of 3 options to renew (7/1/2023-6/30/2024)	\$500,000.00
<i>Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$500,000.00</i>				
r.	Black & Veatch Columbia, SC	Water and Sewer Rate Study, as requested by Columbia Water on June 2, 2023.	2 nd of 3 options to renew (7/1/2023 - 6/30/2024)	\$148,989.00
<i>Funding Source: Admins Assistant City Manager - Professional Services (5511109-636600) - \$148,989.00</i>				
s.	AECOM Columbia, SC	CAP Professional Support Services SS7593, as requested by Columbia Water on May 11, 2023.	1 st of 1 option to renew (7/1/2023 - 6/30/2024)	\$150,000.00
<i>Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221 - 638305) - \$150,000.00</i>				
t.	Woolpert, Inc. Columbia, SC	CSAP Preventive Maintenance SS7604, as requested by Columbia Water on May 1, 2023.	1 st of 3 options to renew (7/1/2023 - 6/30/2024)	\$785,507.03
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer Stormwater (5516205-638305) - \$785,507.03</i>				
u.	DS Utilities, Inc. Little Mountain, SC	Sanitary Sewer Easement Maintenance SS7271, as requested by Columbia Water on May 1, 2023.	1 st of 3 options to renew (7/1/2023-6/30/2024)	\$2,367,320.00
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer Stormwater (5516205-638305) - \$2,367,320.00</i>				



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v.	Duke's Root Control Inc. Syracuse, NY	Sanitary Sewer Root Control SS6911, as requested by Columbia Water on May 1, 2023.	1 st of 3 options to renew (7/1/2023 - 6/30/2024)	\$559,470.00
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer Stormwater (5516205-638305) - \$559,470.00</i>				
w.	SONOCO Recycling, LLC Hartsville, SC	Disposal of Recycle Materials, as requested by Columbia Water on March 15, 2023.	Extension (7/1/2023 - 6/30/2024)	\$300,000.00
<i>Funding Source: Solid Waste Recycling- Solid Waste Tipping Fee (1014407-631900) - \$300,000.00</i>				
x.	Doxim, Inc. Columbia, SC	Bill Printing and Mailing Postage, as requested by Columbia Water on June 5, 2023.	Extension (7/01/2023 - 6/30/2024)	\$464,500.00
<i>Funding Source: Customer Service - Special Contracts (551407-638300) and Customer Service - Postage and Delivery (551407-631100) - \$464,500.00</i>				
Total Amount:				\$10,103,060.38

27. Ordinance No.: 2023-061 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 1, Generally, Section 21-33, Definitions and Division 4, Detection and Removal of Illicit Connections and Discharges and Improper Disposal, Section 21-48, Illicit connections, illicit discharges and improper disposal

Health, Social, and Environmental Affairs Committee Recommendation: 04/25/23; approval (3-0)

First reading approval was given on June 6, 2023.

28. Ordinance No.: 2023-065 - Granting an encroachment to Gadsden & Greene, LLC, for the use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, Richland County TMS# 08915-12-01

First reading approval was given on June 6, 2023.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 20, 2023

29. ZONING MAP AMENDMENT for 335 S. Pickens Street, #TMS 11305-11-09

Ordinance No.: 2023-051 - Amending the Official Zoning Map to modify the zoning for 335 S. Pickens Street, Richland County TMS# 11305-11-09

Council District: 3

Proposal: Request recommendation to rezone the property from Neighborhood Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A), to Residential Mixed (RM-2), removing the Airport Safety Overlay District

Applicant: Andrew Lucas, Lucas Properties

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

The public hearing was held on May 16, 2023 and first reading was deferred. First reading approval was given on June 6, 2023.

30. Resolution No.: R-2023-038 - Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture at 1403 Richland Street and within the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 16, 2023
31. Resolution No.: R-2023-047 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Family Fun Night on Friday, August 11, 2023
32. Resolution No.: R-2023-048 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporary Catawba on Sunday, August 20, 2023
33. Resolution No.: R-2023-056 - Authorizing consumption of beer and wine only at the Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party in the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street on Friday, June 30, 2023 with a rain contingency date of Friday, July 7, 2023
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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 20, 2023

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

34. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 711 Bluff Road and 950 Rosewood Drive; TMS# 11202-06-01 (1.25-acre portion)

Ordinance No.: 2023-070 - Annexing 711 Bluff Road and 950 Rosewood Drive, Richland County TMS # 11202-06-01 (1.25 acre portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Industrial (IND) and the assignment of zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: 711 Bluff II, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

35. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 501 Jacobs Mill Pond road; TMS# 28914-02-01

Ordinance No.: 2023-072 - Annexing 501 Jacobs Mill Pond Road, Richland County TMS # 28914-02-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge residential large lot (UER-2) and the assignment of zoning of Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Desrick and Natasha Rhooms

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)



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36. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7716 Garners Ferry Road; TMS#19102-01-01 **Withdrawn**

Ordinance No.: 2023-071 - Annexing 7716 Garners Ferry Road, Richland County TMS # 19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Community Activity corridor (AC-2) and the assignment of zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: C & B Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

37. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1118,118 1/2,126,132 and 138 Bluff Road; TMS# 11204-02-35,11204-02-34,11204-02-33,11204-02-32

Ordinance No.: 2023-074 - Annexing 118 Bluff Road, 118 ½ Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32

Council District: 3

Proposal: Request to assign interim land use classification of Urban Core Mixed Residential type 3(UCMR-3) and assign interim zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily - Medium density (RM-MD) and Residential Multifamily - High Density (RM-HD) by Richland County.

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

Annexation

PC Recommendation: 06/08/2023; Approval (7-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 20, 2023

38. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE for Public Notification

Ordinance No.: 2023-069 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.4 Standard Review Procedures, (f) Scheduling of Public Hearing and Public Notification, (2) Public Notification, (d) Required Content

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance of the City of Columbia, South Carolina"

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 5/11/2023; Approval (7-0)

ORDINANCES - FIRST READING

- 39. Ordinance No.: 2023-073 - Granting an encroachment to Optus Bank for the use of the right of way areas of the 1500 block of Gervais Street and the 1200 block of Bull Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 1501 Gervais Street, Richland County TMS # 11401-05-14
- 40. Ordinance No.: 2023-060 - An Ordinance Granting a Nonexclusive Franchise to Lumos Fiber of South Carolina, LLC for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina
- 41. Ordinance No.: 2023-075 - Authorizing the City Manager to execute a Waiver and Release of Restrictive Covenant by the City of Columbia to Waive and Release a Use Restriction on Property owned by East Side Land, LLC within Columbia Industrial Park containing 1.8 acres, Richland County TMS #13512-04-06
- 42. Ordinance No.: 2023-076 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 1735 Roslyn Drive and Identified as Richland County TMS#13911-06-08 for the Relocation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 20, 2023

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43. Ordinance No.: 2023-077 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4249 St. Claire Drive and Identified as Richland County TMS#13911-06-10 for the Relocation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613

RESOLUTIONS

44. Resolution No.: R-2023-046 - Release and Abandonment of a Portion of the City's Existing 15' Sanitary Sewer Main Easement along a Portion of Richland County TMS #09114-01-06; 1419 Anthony Avenue, Columbia, SC 29201; CF#250-608 & CF#28-1
45. Resolution No.: R-2023-052 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24
46. Resolution No.: R-2023-054 -Authorizing the City Manager to execute a Lease Agreement containing an option to purchase between the City of Columbia and 400 Laurel, LLC (Baker Commercial Properties, LLC) for the lease of 400 Laurel Street, Richland County TMS# 09010-14-01 as well as the acceptance of a future donation of furniture, fixtures and equipment should they become available before lease term
47. R-2023-057 - Infrastructure Improvement grant for SC Columbia Jamil, LLC

APPOINTMENTS

48. Central Midlands Council of Governments
49. Citizens Advisory Committee for Community Development
50. Climate Protection Action Committee
51. Columbia Housing
52. Design Development Review Commission



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 20, 2023**

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

53. Economic Development & Infrastructure Committee Report for June 13, 2023 - The Honorable Peter M. Brown

PUBLIC INPUT

EXECUTIVE SESSION

54. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
- *Communications and Marketing Services*
 - *Management and Organizational Assessment*
55. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)
- *Administration*
56. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
- *City of Columbia, Congaree Riverkeeper, and Gills Creek Watershed Association, Appellants, v. City of Columbia Board of Zoning Appeals and One Helms, LLC, Respondents*

ADJOURNMENT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the May 16, 2023 and June 6, 2023 Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_05162023 (PDF)
- **#b:** MN_06062023 (PDF)

Draft

06/16/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 16, 2023

The Columbia City Council conducted a regular meeting on Tuesday, May 16, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:05 p.m. The following members of council were present: The Honorable Mr. Howard E. Duvall Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Peter M. Brown. The Honorable Tina N. Herbert was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda subject to removing **Item 13** (*Program Management Services*) from the Consent Agenda; deferring **Item 14** (*Comprehensive Plan - Future Land Use Map Amendment for 1214 Scott Street (p); 1222 Scott Street; and 2109, 2119, and 2121 Sumter Street*); and deferring **Item 15** (*Zoning Map Amendment for 1214 and 1222 Scott Street and 2121, 2119, and 2109 Sumter Street*).

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

No one appeared at this time.

PRESENTATIONS

1. National Police Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mr. William "Skip" Holbrook, Columbia Police Chief presented Outstanding Achievement Awards to two emerging leaders who exemplify servant leadership.

- Congratulations to Lt. Daniel Wesley for graduating from the Southern Police Institute Program at the University of Louisville.
- Congratulations to Lt. Jeffrey Brink for graduating from the Charlotte Mecklenburg Police Department Command College.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 16, 2023

Mayor Rickenmann and the members of City Council proclaimed May 15-19, 2023 as National Police Week in the City of Columbia.

2. National Public Works Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor and Public Works Week Presentation – Mr. Robert Anderson, Public Works Director

Mayor Rickenmann and the members of City Council proclaimed May 21-27, 2023 as National Public Works Week.

Mr. Robert Anderson, Public Works Director announced that this year's theme for Public Works Week is "Connecting the World". He announced that on May 20, 2023 there will be a Touch a Truck Event on Main Street. He said we will be telling our story and showing what we do every day.

3. Jewish American Heritage Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed May 2023 as Jewish American Heritage Month.

Ms. Rachel Barnett, Executive Director of the Jewish Historical Society of South Carolina said that in 2014 Historic Columbia began a project called The Columbia Jewish Heritage Initiative. We have documented Columbia's deep and long Jewish history. We have done this through walking tours, oral histories, brochures and websites. We are here and we happily accept the proclamation.

CONSENT AGENDA ITEMS 4 THROUGH 12

Upon a single motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve **Consent Agenda Items 4 through 12**.

4. Council is asked to approve the Purchase of a 2023 Chevrolet Silverado 4WD Crew Cab Work Truck for Columbia Water, as requested by the Fleet Services Division on May 2, 2023. Award to Alan Jay Automotive Management DBA Alan Jay Fleet Sales using the SC State Contract, in the amount of \$67,889.00. The vendor is located in Columbia SC. - *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 16, 2023

Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$67,899.00.

5. Council is asked to approve new Contracts for Professional Janitorial Services, as requested by the Support Services Division on January 26, 2023. Award to multiple vendors, in a total amount not to exceed \$705,967.08. The term of the contracts is 1 year with the option to extend for four (4) additional 1-year periods. - *Approved*

Funding Source: Police Administrative Services – Maintenance & Service Contract (1012402-638200) \$205,979.93; Parking Operations - Maintenance & Service Contract (5312413-638200) \$10,170.03; General Services - Maintenance & Service Contract (1011201-638200) \$509,569.08; Purchasing – Maintenance & Service Contract (6228959-638200) \$15,198.82; Support Services Public Building - Maintenance & Service Contract (5511219-638200) \$17,608.50; Employees Health Center – Maintenance & Service Contract (6048920-638200) \$5,974.80; Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) \$25,085.97; Streets Storm Drains - Maintenance & Service Contract (5534203-638200) \$38,849.20. The original budget amount is \$705,967.08.

6. Council is asked to approve a new Contract for Project PK008802; Asbestos Abatement Services for the Kathryn Bellfield/Booker Washington Heights Cultural Arts Center, as requested by the Parks and Recreation Department on February 7, 2023. Award to Strickland Waterproofing Company, Inc., in an amount not to exceed \$71,221.70, which includes contingency. This contractor is located in Charlotte, NC. - *Approved*

Funding Source: Parks and Recreation - Asbestos Abatement Services for the Kathryn Bellfield/Booker Washington Heights Cultural Arts Center (4039999-PK008802-658650). The original budget amount is \$100,000.00.

7. Council is asked to approve Contract Amendment #1 for Project SD8013; Windsor Hills Stream Restoration and Storm Drainage Improvements, as requested by Columbia Water on April 20, 2023. Award to Thomas & Hutton in the amount of \$91,250.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Stormwater Improvement Capital Project Control - 8- Mile Branch - Capital Project Costs (5549999-SD801301-658650). The original budget amount is \$797,465.00. The budget amount for this amendment is \$91,250.00. The total revised budget amount is \$888,715.00.

This is a Mentor Protégé Program project. Thomas & Hutton is the mentor and will provide design, permitting, and construction administration services at 69.14% (\$63,090.00) of the amendment amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide property research and easement exhibits, utility mapping, utility coordination, cost input, design review, and administration of construction services at 20.27% (\$18,500.00) of the amendment amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 16, 2023

The following firm will provide additional services:

Terracon Consulting Engineers, located in North Charleston, SC, will provide geotechnical and environmental services at 10.59% (\$9,660.00) of the amendment amount.

8. Council is asked to approve a new Contract for Project SS7468; Three Rivers Pump Station Force Main Replacement, as requested by Columbia Water on November 27, 2022. Award to North American Pipeline Management, Inc., in an amount not to exceed \$1,207,646.00, which includes contingency. This contractor is located in Greenville, SC. - *Approved*

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS746801-658650). The original budget amount is \$1,346,354.74.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 14% CDBE goal. The CDBE percentage is currently at 8.20%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. North American Pipeline Management, Inc., is the prime contractor and will provide force main replacement at 91.07% (\$999,835.00) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide trucking, hauling and asphalt at 8.20% (\$90,025.00) of the total contract amount.

Dennis Corporation, located in Columbia, SC, will provide surveying at 0.73% (\$8,000.00) of the total contract amount.

9. Council is asked to approve a new Contract for Project SS7331; Upper Kinley Creek Sanitary Sewer Improvements, as requested by Columbia Water on September 27, 2022. Award to LAD Construction, LLC, in an amount not to exceed \$5,258,895.40, which includes contingency. This contractor is located in Swansea, SC. – *Approved*

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS733101-658650). The original budget amount is \$6,025,577.25.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 13% CDBE goal. The CDBE percentage is currently at 6.73%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. LAD Construction, LLC, is the prime contractor and will provide sewer line installation at 66.76% (\$3,191,825.00) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Ferguson Waterworks, located in Elgin, SC, will provide sewer line materials at 22.34% (\$1,067,826.00) of the total contract amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 16, 2023

Tindall Corporation, located in Spartanburg, SC, will provide sewer structures at 4.17% (\$199,163.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE located in Columbia, SC, will provide staking services at 0.84% (\$40,000.00) of the total contract amount.

Herndon Inc., a Minority Business Enterprise and a DBE located in Lugoff, SC, will provide erosion control at 0.67% (\$32,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide hauling at 4.18% (\$200,000.00) of the total contract amount.

Southern Commercial Development, a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide traffic control at 1.04% (\$50,000.00) of the total contract amount.

10. Resolution No.: R-2023-035 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1100 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 8, 2023 - *Approved*
11. Resolution No.: R-2023-037 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Family Fun Night on Friday, May 26, 2023 - *Approved*
12. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 800 Dutch Square Boulevard; TMS#07401-07-21 – *Approved on second reading.*

Ordinance No.: 2023-050 - Annexing 800 Dutch Square Boulevard, Richland County TMS #07401-07-21 – First reading approval was given on May 2, 2023. Approved on second reading.

Council District: 2

Proposal: Request to assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of Community Activity Center/Corridor (CAC) with a pending annexation. The property is currently classified as Mixed Use Corridor I a priority Investment Area and a designated Community Activity Center, and zoned General commercial (GC) by Richland County.

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 16, 2023**

CONSIDERATION OF BID & AGREEMENT

13. Council is asked to approve Contract Amendment #4 for Program Management Services for Closeout of the Community Development Block Grant Disaster Recovery Program, as requested by the Community Development Department on May 1, 2023. Award to ICF Incorporated, LLC in the amount of \$507,454.58. This firm is located in Reston, VA. – *Approved*

Funding Source: CDBG-DR Control Account - 2015 October Flood Recovery (2639999-9107402017, 9107404017, 9107080017, 9107901017, 9107406017-638400). The original budget amount is \$989,767.50. The budget amount for this amendment is \$507,454.58. The total revised budget amount is \$1,593,222.08.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted [5 to 1] to approve Contract Amendment #4 for Program Management Services for Closeout of the Community Development Block Grant Disaster Recovery Program, as requested by the Community Development Department on May 1, 2023. Award to ICF Incorporated, LLC in the amount of \$507,454.58. This firm is located in Reston, VA. Dr. Bussells voted nay.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

14. COMPREHENSIVE PLAN - FUTURE LAND USE MAP AMENDMENT for 1214 Scott Street (p); 1222 Scott Street; and 2109, 2119, and 2121 Sumter Street (p), TMS # 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p) - *Deferred*

Ordinance No.: 2023-057 - Amending the Columbia Compass: Envision 2036 Map to modify the future land use for 1214 Scott Street (p); 1222 Scott Street; 2109, 2119, and 2121 Sumter Street (p); Richland County TMS# 09016-12-18(p), 09016-12-19, 09016-12-06(p), 09016-12-05(p), and 09016-12-04(p) - Deferred

City Council District: 1

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the property from Urban Core Mixed Residential Type 2 (UCMR-2) to Urban Core Community Activity Center (UCAC-2).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)



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15. ZONING MAP AMENDMENT for 1214 and 1222 Scott Street and 2121, 2119, and 2109 Sumter Street, TMS# 09016-12-18, 09016-12-19, 09016-12-04, 09016-12-05, and 09016-12-06 - *Deferred*

Ordinance No.: 2023-058 - Amending the Official Zoning Map to modify the zoning for 1214 and 1222 Scott Street and 2121, 2119 and 2109 Sumter Street, Richland County TMS# 09016-12-18, TMS# 09016-12-19, TMS# 09016-12-04, TMS# 09016-12-05 and TMS# 09016-12-06 - Deferred

Council District: 1

Proposal: Request to rezone the property from Mixed Use District (MU-2) in the North Main corridor design overlay district (OV-NMC) to Community Activity Center/Corridor District (CAC) in the North Main Corridor Design Overlay District (OV-NMC).

Applicant: Lauren Taylor, Ghost rider OZ Fund LLC

Staff Recommendation: Approval

PC Recommendation: 10/13/2022; Approval (6-0)

16. ZONING MAP AMENDMENT for 4401 Windemere Avenue, TMS309215-13-18 - *Denied*

Ordinance No.: 2023-054 - Amending the Official Zoning Map to modify the zoning for 4401 Windemere Avenue, Richland County TMS# 09215-13-18 - Denied

Council District: 1

Proposal: Request recommendation to rezone the property from Residential Single family-Medium Lot district (RSF-2) to Residential Mixed (RM-2).

Applicant: Don Shearer, Irmo Property Solutions, LLC

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (3-2)

Ms. Michelle Clark said I am from Irmo Property Solutions in the interest of Mr. Ali Sohrabi, who owns 4401 Windemere. The property was in a bad situation prior to Mr. Sohrabi buying it. He has spent over \$60,000 remodeling the house. It is currently zoned as single family but we are hoping the rezoning will allow three units to be there. One unit is a two bedroom. The second unit is a large one bedroom. The third unit is the one we hope will be utilized by working with Help Housing, which is an initiative to get emergency housing for people, such as seniors. There is a



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ramp back there. There is a fairly small lot of 1.3 acres. There won't be any parking problems because driveways are currently being moved. There's only one parking space for the front, parking for one side, and parking in the back. The outside has been considerably beautified from where it was before. We ask that we be allowed to continue with transforming that four bedroom house into three units.

Councilor Bussells said I just want to know if you have engaged with the neighborhood at all about this potential rezoning.

Ms. Michelle Clark said I have not personally, but Mr. Shearer and Mr. Sohrabi have. I understand completely what their concern is. There has been a tremendous effort from what the property looked like before the owner took it. It's also bringing in people. The unit can be utilized with the ramp and is handicap accessible.

Ms. Cheryl Mitchell said I am a homeowner in the neighborhood. I am concerned with the lack of drawings and plans submitted and additional renovations to the home. If we start to oversaturate that area then that's going to create a larger problem. I don't think that's a good fit for our neighborhood.

Ms. Kay Patterson, President of Windemere Springs Homeowners Association said in February, Mr. Ali came to our neighborhood meeting and he stressed his desire to make his property a duplex. We were excited. We went to the zoning board. It went from being a duplex to a quad and we were shocked. That means you can have an additional 20 units on that small space. I believe if we were to approve his request that would open up Pandora's Box for other neighbors that have property even larger than his. Windemere Springs is a quiet neighborhood full of retirees. A lot of them like to get out and walk. I believe their safety would be in jeopardy if this property was to be rezoned.

Mayor Rickenmann asked Krista to confirm what happens when we go to RM2.

Ms. Krista Hampton, Director of Planning and Development Services said single family residential will allow only one dwelling unit per person per lot. If you go to RM2, they can put as many as the density would permit. With this lot size, that would be approximately 20 units.

Upon a motion made by Mr. Duvall and Mr. McDowell, Council voted unanimously to deny the Zoning Map Amendment for 4401 Windemere Avenue, TMS309215-13-18.



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17. ZONING MAP AMENDMENT for 335 S. Pickens Street, #TMS 11305-11-09 - *Deferred*

Ordinance No.: 2023-051 - Amending the Official Zoning Map to modify the zoning for 335 S. Pickens Street, Richland County TMS# 11305-11-09 - Deferred

Council District: 3

Proposal: Request recommendation to rezone the property from Neighborhood Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A), to Residential Mixed (RM-2), removing the Airport Safety Overlay District

Applicant: Andrew Lucas, Lucas Properties

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

Ms. Pat Gilmartin, Hollywood-Rosehill neighborhood resident said I live about a block and a half from the property that is proposed to be rezoned. We already have a lot of rental properties. If you have a lot of rental property, it tends to diminish property values in the neighborhood and diminish quality of life, as well. This particular request at the corner of South Pickens and Rosewood is problematic. It is out of character with the rest of the neighborhood. This property is in the approach path for the runway at Owens Field. I'm concerned about safety if they did plan to have two and three-story townhouses. The district says there can be no buildings or trees higher than 35 feet tall. If this property is not in the district then they would have more flexibility in building taller buildings.

Mr. Lynn Shirley, Hollywood-Rosehill Council President said the location has two components: sight and situation. I can't attest to the proper nature of this site for the proposed change but the situation is horrible. It is in a major intersection that is traffic controlled. There is absolutely no street parking along these property boundaries. If it is a multi-unit facility, there will be excess cars. They're going to be parked on busy South Pickens, where there are no metered or marked parking spaces. I do question why the airport safety overlay gets removed because of the zoning change. All the other zoning around there has that overlay. My main concerns are traffic and density and how that adds to our neighborhood's character or detracts from it.

Councilor Brennan asked has the developer reached out to you.



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Mr. Lynn Shirley, Hollywood-Rosehill Council President replied they have not. We have only mentioned this in email among our council members. We meet tomorrow night. We would be glad to dialogue with them.

Councilor Brennan said let's try to get a better understanding for you with the developer.

Mayor Rickenmann said I think we'd agree that we'd like to see something on that corner. What that is, I'm not sure. Something has got to be better than what is there. I think finding the right fit and having a deeper discussion is worth pursuing.

Mr. Pete Holland, 212 South Pickens said I agree with everyone that something needs to be done. I don't know if I've heard eight units at the site. My biggest concern is the traffic. I don't want to see anything done that would increase traffic on South. I know they had a lot of people living on that site in the past but I don't think they had vehicles.

Mayor Rickenmann said I question the overlays and the way they go because the pattern is so wide. We just allowed new units on South Edisto 50 feet outside one of the zones and wouldn't zone something else to match it. I don't understand the dynamics because its inconsistent through the neighborhood. We need to explore this. I think that's why Mr. Brennan asked for us to have the public hearing today and then have further discussion to make sure that what we do moving forward doesn't create an unforeseen problem.

Ms. Kathryn Luchok, said I emailed everyone. There is a single family home that faces South Pickens. It is right around the corner from my house. I would like to see that lot go back to single family like all the other houses on the street and not going into multiple units. Some of those reasons are traffic, parking, noise, parties, etc. We have a really great and vibrant neighborhood and we want to do things to keep it that way. Smart development is a good idea. I don't think we're looking at smart development here. We're thinking about the way the population is going to be changing. To protect our vibrant and wonderful neighborhoods that are in the city, I would like us to think really hard before we decide to put multiple units on that site. It is the entrance of our neighborhood.

Mayor Rickenmann said that lot is in the commercial corridor. I don't think we are going to run out of people needing units. We need about 16,500 units right now in our city. I think we all want to find a solution that works best for everybody. That is an interesting corner. It has some great attributes but also some real concerns.



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Ms. Holland Hufstetler said I'm here on behalf of the developer, Lucas Properties. I would like to address some of the concerns. The dimensions of the structures of the property as of now are not going to change with these plans. There's already parking on the lot for multiple vehicles. The driveway that goes to that lot enters and exits on Rosewood, on the other side of the South Pickens and Rosewood intersection light. We have talked to neighbors and they are pleased with the changes that we've discussed. We've pulled 37 mattresses out of that home and there's nightly homeless people staying there.

Mr. Michael Howard said there's parking for these units but the students don't park in them. They'll park in the street. My corner has had enough. I agree that it's been an eyesore. If its eight units, it needs to be 16 parking places. There's going to be no parking on that corner because that's where the stoplight is. South Pickens needs to be looked at with the duplexes and the property owners that own them. Some of them live out of state and they don't look after the properties. It's a major party over there and it's getting worse. When USC moves in their new dorms and the measly parking garage they built, they're going to park in my neighborhood. You all need to take a hard look before approving anything.

Mayor Rickenmann said we're voting to defer it so that the developer can sit down with the neighborhood and show everybody what they're talking about. What we've heard from the young lady is that they're not changing the structure; they're renovating it. It's important for everybody to sit down, listen, and hear what they have to say. Then we'll work together. I can't tell you if it's going to get approved or not.

Councilor Brennan asked Lynn to include this gentleman in the conversation with the developer.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to defer the Zoning Map Amendment for 335 S. Pickens Street, #TMS 11305-11-09.

18. **ZONING MAP AMENDMENT** for 611 Holly Street, TMS# 11316-06-09 – *Approved on first reading.*

Ordinance No.: 2023-055 - Amending the Official Zoning Map to modify the zoning for 611 Holly Street, Richland County TMS# 11316-06-09 – Approved on first reading.

Council District: 3

Proposal: Request recommendation to rezone the property from Residential Mixed District (RM-1) with Community Character Overlay (OV-CCP) to Community Activity Center/Corridor (CAC) with Community Character Overlay (OV-CCP).



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Applicant: Frank A. Schiano, Schiano Family Investments

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

Mr. Clyde Warren, 2823 Blossom Street said Vince told me there would be four apartments added to this property. Now it's a single family dwelling. I'm assuming it's going to mean college students. That's going to be two per apartment; that's eight. We had all sorts of issues with the college students here with the parties, noise, and litter. We have called the police numerous times to shut them down. I'm just concerned about the behavior of the college students. There are some responsible college students and that's fine; it's the ones that cause the problems.

Mayor Rickenmann said I can't assume that its college students. Fair Housing doesn't let us decide if this is a college student house or not. We need to take the merits of what's being proposed and take into consideration what you're saying. There are bad students and there are good students. Devine Street has become a great corridor for young professionals.

Mr. Vince Schiano said if you look at the parcel that we're discussing, no one lives closer to it than I do. This is a personal renovation development because we're concerned about what's going to happen in my backyard. Conservatively there is \$200,000 worth of deferred maintenance on this building. It was originally The Shandon Gentleman's Club, but then it became a Montessori school. I'm a member of the Shandon Neighborhood Council. I'm trying to take a piece of property that desperately needs beautification. We're working hard to do that. We're not looking for frat parties either. We're looking for the contributors. We think that's synonymous with the development that's taking place on Devine Street which is why we bought there. It's been a great experience for everyone. I spoke to all my neighbors. Everyone's excited about taking an eyesore and making it substantially better. There is no feasible way for this to be a personal residence anymore. It is 4,100 square feet long and only 60 linear feet in the front. There's no backyard and there's very little egress. It's going to require some creativity and it's something my dad and I are excited to do.

Mayor Rickenmann said when you come down, do you have plenty in the back to create parking?

Mr. Vince Schiano said we do. There is a driveway. We estimate four to five parking spaces in the front. The type of small business we would put there would be an esthetician, someone community friendly with low traffic.



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Councilor Brennan asked have you had the opportunity to have a preplanning meeting with our city staff.

Mr. Vince Schiano said we did pre-zoning. We haven't done preplanning. We were advised to do this meeting first.

Councilor Brennan said let our city staff start working with you to avoid any confusion moving forward. I encourage you to talk to Krista Hampton.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 611 Holly Street, TMS# 11316-06-09.

19. ZONING MAP AMENDMENT for 620 Meadow Street, TMS# 11312-06-16 – *Approved on first reading.*

Ordinance No.: 2023-053 - Amending the Official Zoning Map to modify the zoning for 620 Meadow Street, Richland County TMS# 11312-06-16 – Approved on first reading.

Council District: 3

Proposal: Request recommendation to rezone the property from Office and Institutional (O-I) with community Character Overlay (OV-CCP) to Neighborhood Activity Center/Corrido (NAC) with community Character Overlay (OV-CCP).

Applicant: Aylan Brown

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

No one appeared at this time.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 620 Meadow Street, TMS# 11312-06-16.



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20. ZONING MAP AMENDMENT for 405 Gervais Street, TMS# 08912-13-02 – *Approved on first reading.*

Ordinance No.: 2023-052 - Amending the Official Zoning Map to modify the zoning for NX 405 Gervais Street, Richland County TMS# 08912-13-02- Approved on first reading.

Council District: 2

Proposal: Request recommendation to rezone the property from Planned Development (PD) with City center Design Overlay (OV-CC) and Height and Setback View Corridor Overlay OV-HSV) to Community Activity Center/Corridor (CAC) with City Center Design Overlay (OV-CC) and Height and setback View Corridor Overlay (OV-HSV).

Applicant: Seth Mendelsohn, Silver Hills Development, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

Ms. Karen Hall said I am representing the South Carolina State Museum. We have a beautiful area with the river and the potential of the canal. The Dominion Energy property has already been approved for a six story, 300 unit development. I just want everyone to consider moving forward. There's also the other parcel of the Klein property that still needs to be developed. We have a beautiful river. We're going to miss the sight lines if we build all of these properties up. Greenville has such an amazing riverfront through their city and we have the same potential.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 405 Gervais Street, TMS# 08912-13-02.

ORDINANCES - FIRST READING

21. Ordinance No.: 2023-056 - Authorizing and directing the City of Columbia to enter into an Intergovernmental Agreement relating to South Carolina Local Revenue Services; to participate in one or more local revenue service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto – *Approved on first reading.*



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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-056 - Authorizing and directing the City of Columbia to enter into an Intergovernmental Agreement relating to South Carolina Local Revenue Services; to participate in one or more local revenue service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto.

RESOLUTIONS

22. Resolution No.: R-2023-036 - A resolution Authorizing the Mayor and City Council to Execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Columbia and the South Carolina Office of Resilience to Fund a Stormwater Infrastructure Improvement Project that will Mitigate the Impact of Future Disasters - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-036 - A resolution Authorizing the Mayor and City Council to Execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Columbia and the South Carolina Office of Resilience to Fund a Stormwater Infrastructure Improvement Project that will Mitigate the Impact of Future Disasters.

23. Resolution No.: R-2023-039 - Authorizing Condemnation for Easement Acquisition for Sanitary Sewer Improvements along Broad River (West Columbia Sub-Basin 02) – Castle Road; Richland County TMS#R09101-03-03, TMS#R09104-01-02 & 01; TMS#R07313-02-21 & 20; CIP Project #SS7218; CF#250-471 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-039 - Authorizing Condemnation for Easement Acquisition for Sanitary Sewer Improvements along Broad River (West Columbia Sub-Basin 02) – Castle Road; Richland County TMS#R09101-03-03, TMS#R09104-01-02 & 01; TMS#R07313-02-21 & 20; CIP Project #SS7218; CF#250-471.

24. Resolution No.: R-2023-040 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Clarendon County Sheriff's Office to the list of agencies - *Approved*



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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-040 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Clarendon County Sheriff's Office to the list of agencies.

25. Resolution No.: R-2023-045 - Authorizing the City Manager to execute a Contract for Sale and Purchase of Real Estate between the City of Columbia and Lucas Properties, LLC for the purchase of 1507 Harden Street, Richland County, TMS #11407-10-10 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2023-045 - Authorizing the City Manager to execute a Contract for Sale and Purchase of Real Estate between the City of Columbia and Lucas Properties, LLC for the purchase of 1507 Harden Street, Richland County, TMS #11407-10-10.

APPOINTMENTS

26. Central Midlands Council of Government

Upon a motion made by Mayor Rickenmann and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of The Honorable Peter M. Brown to the Central Midlands Council of Governments for a three year term.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the reappointment of Mr. Rusty Depass to the Central Midlands Council of Governments for a three year term.

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the reappointment of The Honorable Mr. Brennan to the Central Midlands Council of Governments for a three year term.

27. Planning Commission

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Joshua Austin and Sanford Dinkins to the Planning Commission for a three year term.



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OTHER MATTERS

28. Council is asked to approve the Installation of One Speed Hump on St. Claire Drive, as requested by the Public Works Department. - *Approved*

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

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the Installation of One Speed Hump on St. Claire Drive, as requested by the Public Works Department.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

PUBLIC INPUT

Mr. Ron Hagell expressed concerns about the maintenance of the Vietnam War Memorial at Memorial Park. He spoke about the concrete bench area behind the monument that was recently fixed. There is a flag pole that still needs to be moved because a tree has overgrown onto the pole. The lighting system around the monument needs to be secured and protected from the elements.

Mayor Rickenmann said I've never heard from anybody about it. Who have you been sending that to?

Mr. Ron Hagell said Randy Davis is in charge of that area and his crew does some of the work there from time to time. However, during this week I've been contacted by Henry Simons and he says that some of these things that need to be done may take more effort, more funding, etc. There was a brick terrace laid across the entire area after the wall was completed. This brick terrace was placed on the ground and there's root encroachment around the entire brick terrace. Mr. Simons believes that there needs to be an outside contractor brought in. A year ago, a vandal took a heavy instrument and struck the wall and took a big divot out of it. There's a hole on the A section above Abbeville County. It makes the wall look like no one cares about it. Something needs to be done about all these things. We are very concerned about this and we think it is the duty of this council to do something about it.

Mayor Rickenmann said I think there's some communication that needs to happen directly with us. Also, this is a community monument and we need to maintain it. What can we do to address some of these issues? It wasn't built by the City alone. I'm willing to do this. At the appropriate



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time, let's walk through it and identify some of the issues. Let's figure out how we can work together to address it.

Mr. Ron Hagell said it's been almost 40 years since it was originally built so some of that is wear and tear but the city took on the responsibility to care for it. It is a state monument; however, when it was completed the city took on that role in 1986.

Councilor Duvall said I got the first message from you this week. We promptly took action on it. I did not know that these things were not done. We pledge to work with you. We made a lot of repairs this week and we will make the rest of those repairs. You have to contact us and be the eyes for us when things need to be done.

Ms. Teresa Wilson, City Manager said I understand what you're saying about it being the city's responsibility. I will look into it as far as an agreement that was made because there is a board that's inactive.

Mr. Brooklyn Mack, Artistic Director of Columbia Classical Ballet said we are very grateful for the support that we've received from the city in the past. We are looking to expand our outreach efforts. We've always had a great presence in outreach but we're looking to expand that by reaching out to parks, schools, community centers, etc. We hope that we can count on your support in the future as we seek to further enrich our community.

Mayor Rickenmann said we're going through hospitality now and I think we've always shown our support for the ballet. We'll continue to show our support for the ballet. We are very excited to have you in our community, coming back home and sharing your talents. It means a lot to a lot of people.

Councilor Bussells said it would be great to showcase him as we tell our story of someone who's born and raised here; someone who has done so many amazing things and has chosen to come back.

Ms. Diane Wiley said to the Mayor and all of City Council, I want to thank you very much. I want to thank my council person, Mr. McDowell. You have been there for me. Mr. Mayor, you have listened through all my faults and challenges. Right now they're working on my house. They put the roof on. I went in today and they stripped everything on the inside. You can see the bricks all the way through. It's even looking good like that.



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Mr. Michael Bowe expressed concerns about deviant behavior on the property of his business. He advocated for more police presence in the corridor. He proposed the establishment of an adhoc committee to study and make recommendations in 60 days. He asked Columbia City Council to offer leadership to help the people living and working in Columbia develop the best possible plan to address the behavior. He said in the last five business days, over 120 people and dozens of businesses signed a petition to address the undesirable behavior. It's not something we can wait for another six months to address.

Mayor Rickenmann said we've shown every time that we continue to do things progressively. It doesn't happen overnight or in a period, but we're not waiting six months. We're voting on this budget, which includes money to expand that. That's a July 1 start. We're doing our part. We have to sit down and work with the other neighborhoods as well and address it. There are some things that everyone else can do. We just need to continue this dialogue. I promise you we're not waiting six months to address this issue; we're working on it now.

Ms. Teruko Langley, owner of McDonald's at Elmwood and Assembly expressed safety concerns for herself and her employees. She said it's hard to come to work when you're there with people who have mental issue and you're trying to be nice to them. I agree with Mike, we have to get a little more aggressive with it

Mayor Rickenmann said we're advocating hard to create a central and safe place that we can have folks get the wraparound services and the short term housing they need. We're seeing more influx to the city because we're the capital, where the services are. There are some things that are out of our control but we're investing in mental health. The chief, Miss Wilson, and I had a conversation about hiring a third party security company to help us in this corridor. It is concentrated to a twelve block area. I wish we had all the officers we need, but it's harder for people especially when they deal with that. I think you have the commitment from this Council and I wish we could make things happen quicker.

ADJOURNMENT

The meeting was adjourned at 6:34 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

Draft

06/16/2023



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 6, 2023

The Columbia City Council held a meeting and Budget Public Hearing on Tuesday, June 6, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:22 p.m. The following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, and The Honorable Peter M. Brown. The Honorable Aditi Bussells and The Honorable Tina N. Herbert participated remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

Ms. Diane Wiley thanked the Mayor, City Council, and City Manager for all that they do. She thanked Mr. McDowell for his availability and encouragement. She expressed concerns about the condition of the nearby fire station.

Ms. Tracy Pierre, Greenview Community resident expressed disappointment in her neighborhood not being placed on the demolition list for blight. She announced the first annual pre-Father's Day BBQ Giveaway and Prostate Awareness Event at Northminster Presbyterian Church on Saturday, June 10, 2023 from 10:00 a.m. until 3:00 p.m.

Ms. Holland Hufstetler appeared on behalf of Lucas Properties for the renovation at 335 South Pickens Street. We have been able to meet with the neighborhood association. They are no longer opposed to our plans. All of their questions have been answered.

APPROVAL OF MINUTES

1. Council is asked to approve the April 18, 2023 and May 2, 2023 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the April 18, 2023 and May 2, 2023 Council Meeting Minutes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

BUDGET PUBLIC HEARING - ORDINANCES FIRST READING

2. Fiscal Year 2023/2024 Proposed Budget Presentation - Ms. Missy Caughman, MPA, CPM, Budget, Program Management & Grants Director

Ms. Missy Caughman, MPA, CPM, Budget, Program Management & Grants Director presented the fiscal year 2023/2024 proposed budget. It is a \$425 million budget made up of the general fund, enterprise funds, special revenue funds, and capital improvement programs. Personnel services make up 38% of the budget across all funds. The total capital improvement program is \$111,859,744. The *general fund* budget is \$170 million, which is a 3.5% increase over the current year. General fund revenues are projected at \$146.7 million. The property tax millage remains at 93.8%, which is approximately 18% of a residential homeowner's property tax bill. Transfers-in total \$23.8 million, which is a 3.9% increase over the current budget year. The operating budget for departments is \$152 million, which is an increase of 2.7%. Other budget components include an allocation for various Richland County functions for the Alvin S. Glenn Detention Center's prisoner per diem, the Fifth Circuit Solicitor and the public defender. The budget for capital debt service is \$3.6 million, which is a slight reduction from the current year. The payment on capital lease purchases is \$6.1 million, which includes the issuance of an additional lease for the upcoming fiscal year. Public safety makes up most of the combined general fund expenditures.

The total *water and sewer operating fund* is \$199 million with a capital improvement program of \$93 million. This budget includes a 5% proposed water and sewer rate adjustment that is projected to generate \$8.8 million in additional revenue. A typical water bill inside city limits is currently \$23.83 based on the consumption of 5,984 gallons. This will increase to \$25.02. A typical wastewater bill inside city limits is currently \$43.97. This will increase to \$46.17. The combined existing monthly bill is \$67.80 and will increase to \$71.19. This is a \$3.39 increase per month on an average use of 800 cubic feet or 5,984 gallons of water. The total budget for operating departments is \$120 million, which is 14% over the current year. Utilities makes up most of the combined water and sewer fund expenditures. Debt service is \$49.5 million, which is 1% over the current year. Transfers-out is \$26.6 million, which is a 15% increase over the current year. The proposed capital improvement program is \$28.5 million, which is mostly for projects related to water quality. The proposed wastewater capital improvement program is \$68.5 million, which is mostly for capacity building projects. The *stormwater operating budget* is \$18.2 million with a capital improvement program of \$13.1 million. This is a 13% increase over the current year. It does not include a rate increase for the current year. The departments total \$8.2 million. Debt service is budgeted at \$2.4 million. The stormwater capital improvement program is \$13.1 million, which is mostly for flood reduction efforts and stream rehabilitation.

Councilor Duvall asked if item 9 is for a rate increase.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

Ms. Missy Caughman, MPA, CPM, Budget, Program Management & Grants Director explained that Ordinance 2023-066 suspends the rate increase. A five-year rate increase was proposed in 2016/2017. Council has to take action to suspend the rate for the fifth year until it is determined that a rate adjustment is necessary. The total *parking fund* budget is \$11.4 million. Parking fund revenues total \$11.4 million and transfers-in total \$1.2 million. Revenue projections are more aggressive because parking activities are more active. We are using \$1 million in continued funding from fund balance. The departments total \$5.5 million of this budget. The capital improvement program is \$1.9 million with a focus on addressing urgent capital needs at five parking decks throughout the city. Debt service is \$3 million. A parking study of the system is complete and review of the recommendations is underway. Special revenues include the hospitality tax at \$14 million; accommodations tax at \$5 million; tourism development fee at \$4 million; and the liquor permit rebate at \$2.1 million. Expenditures for the *hospitality tax* include an allocation of \$3.1 million to the hospitality tax committee. There is \$2.2 million that has not been allocated. It is pending for line item agencies and other council allocations. The transfer to the general fund is \$4 million and debt service is at \$2.5 million. The proposed budget also includes several initiatives as addressed by City Council: public art initiatives in neighborhoods; city marketing and promotion; expansion of the Clean and Safe Program to the Elmwood corridor; roadway bollards for entertainment and hospitality districts; and capital investments in parks and recreation. Expenditures from the *accommodations tax* include \$25,000 to the general fund; \$227,000 as the 5% general purpose allocation; \$230,000 for public restroom facilities; \$873,000 for debt service for the Finlay Park Rehabilitation Project; and there is \$3.7 million available for allocation. The *tourism development fee* is a new fund added to the program budget. It is a 3% fee imposed on hotels, motels and other accommodations. Expenditures from this budget include \$1 million for Finlay Park; funding for the city's marketing and promotion initiative; and \$2,750,000 for Experience Columbia. Expenditures from the *liquor permit rebate* include use of fund balance in the amount of \$1.8 million for a capital improvement project at Owens Field. General capital projects funded by special revenues include Owens Field, Hampton Park, Greenview Park, Columbia Tennis Center, Melrose Park and bollards. We also have proposed ordinance changes. The parks and recreation department is proposing adjustments to their user fees for facilities and support staff. Fee increases for summer camp rates become effective in 2024. City Council endorsed the inclusion of special event fees. Neighborhoods will not be charged for the use of certain services. There is a schedule of special event permit processing fees and special event fees for city services. The rates are effective July 1, 2024. The budget includes a proposed 10% adjustment to fire hydrant fees for every type of customer. This will increase a current residential single unit from \$10 to \$11. This adjustment will generate an estimated \$1.5 million in revenue. There is also an adjustment to the police department's false alarm fines. False alarms are 94% of their calls for service.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 6, 2023

Mayor Rickenmann said we are working together on year two of investing in Columbia. Our goal is to have a more vibrant and safe community. We will continue to invest in our capital city so that our employees and our citizens receive the best service they deserve. That is our number one goal and we achieved that with this budget. I want to thank you all for what you presented.

Ms. Teresa Wilson, City Manager said we appreciate the collaboration and genuine hard work from staff but also a Council that is willing to listen and provide clear direction to us.

Councilor McDowell said it has been a task over the last six months. It has been a true and pure exercise in putting together a budget that is reflective of this city.

Council opened the Budget Public Hearing at 5:12 p.m.

No one appeared at this time.

Council closed the Budget Public Hearing at 5:12 p.m.

3. Ordinance No.: 2023-063 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-063 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024.

4. Ordinance No.: 2023-059 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-059 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

5. Ordinance No.: 2023-062- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-062- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees.

6. Ordinance No.: 2023-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Parades (Special Events) – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Parades (Special Events).

7. Ordinance No.: 2023-067 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V. Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a) – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2023-067 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V. Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a). Mr. Brown, Ms. Herbert, Mr. Brennan, Mr. McDowell, Mr. Duvall and Mayor Rickenmann voted aye. Dr. Bussells voted nay.

8. Ordinance No.: 2023-068 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-068 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

ORDINANCE - FIRST READING

9. Ordinance No.: 2023-066 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b) – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-066 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b).

Ms. Teresa Wilson, City Manager and Mr. Jeff Palen, Assistant City Manager for Financial Services / Chief Financial Officers recognized Ms. Missy Caughman, Budget, Program Management and Grants Director for 25 years of service. She was presented with a gold service pin and tokens of appreciation.

CONSENT AGENDA ITEMS 10 THROUGH 20

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 10** through **20**.

10. Council is asked to approve the Fiscal Year 2022/2023 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00, which does not include an increase. This firm is located in Columbia, SC. - *Approved*

Funding Source: ED Special Contracts (5511301-638300). The original budget amount is \$72,000.00.

Economic Development & Infrastructure Committee Recommendation: 05/09/23; Approval (3-0)

11. Council is asked to approve the Purchase of 21 Extractors/Washers & 24 Gear Express Dryers, as requested by the Columbia Fire Department on January 3, 2023. Award to Wally's Fire & Safety Equipment, Inc. using the NCSA Cooperative Contract in the amount of \$517,624.00. This vendor is located in Mullins, SC. – *Approved*

Funding Source: ARPA Funds - Safety Clothing and Supplies (2619999-625900-ARPA202209) \$308,330.00 City Portion; Fire Administration-County - Safety Supply Clothing and Supplies (2082301-625900-ARPA202210) \$209,294.00 County Portion. The original budget amount is \$517,624.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

12. Council is asked to approve the Purchase of a Second Set of Globe Bunker Gear for each firefighter, as requested by the Columbia Fire Department on January 3, 2023. Award to Newton's Fire and Safety Equipment, Inc. using the HGACBuy Cooperative Contract in the amount of \$1,618,056.00. This vendor is located in Graham, NC. - *Approved*

Funding Source: ARPA Funds - Safety Clothing and Supplies (2619999-625900-ARPA202209) \$791,208.00 City Portion; Fire Administration-County - Safety Supply Clothing and Supplies (2082301-625900-ARPA202210) \$826,848.00 County Portion. The original budget amount is \$1,618,056.00.

13. Council is asked to approve a new Contract for Asbestos Abatement, Demolition and Air Monitoring Services, as requested by the Columbia Police Department, Code Enforcement Division on October 12, 2022. Award to Environmental Holdings Group in the amount of \$420,055.02. This contractor is located in Charlotte, NC. – *Approved*

Funding Source: American Rescue Plan Act. ARPA Funds - Special Contracts Demolition (2619999-ARPA202203-638301). The original budget amount is \$420,055.02.

Environmental Holdings Group is the prime contractor and will provide asbestos abatement and demolition services at 100% (\$420,055.02) of the total contract amount.

14. Council is asked to approve a new Contract for Saluda River and Riverwalk Access Improvements, as requested by the Parks and Recreation Department on October 27, 2023. Award to Southern Vistas, Inc. in an amount not to exceed \$125,000.00, which includes contingency. The initial term of the agreement is effective with a Notice to Proceed with all work to be completed by December 31, 2023 with one optional one-year renewal period. This contractor is located in Columbia, SC. - *Approved*

Funding Source: SC Department of Parks, Recreation and Tourism Recreational Trails Program Grant - General Capital Projects - Saluda River and Riverwalk Access - Capital Project Costs (4039999-PK121001-658650) \$100,000.00 and Parks, Buildings and Grounds - Grant Matches (1015104-635800) \$25,000.00. The original budget amount is \$125,000.00.

Southern Vistas, Inc. is the prime and will provide construction services at 69.97% (\$86,220.00) of the total contract amount.

The following subcontractors will provide additional services:

Ron Robinson, located in Lexington, SC, will provide carpentry services at 9.74% (\$12,000.00) of the total contract amount.

KR Services, LLC, located in Columbia, SC, will provide hand railing services at 18.67% (\$23,000.00) of the total contract amount.

Mabry Engineering Associates, located in West Columbia, SC, will provide structural engineering services at 1.62% (\$2,000.00) of the total contract amount.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

15. Council is asked to approve additional funding for Indefinite Delivery Contracts (IDC's) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on May 3, 2023. Award to Lake Murray Utility Company, Inc. of Chapin, SC, G. H. Smith Construction, Inc. of Columbia, SC, and Carolina Tap and Bore, Inc. of West Columbia, SC in the total amount of \$300,000.00. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance Special Projects (5516203-638500). The budget amount for these amendments is \$300,000.00.

Projects awarded under these Indefinite Delivery Contracts from the Columbia Water Preapproved Contractors Listing will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the protégé.

16. Council is asked to approve a new Contract for Project WM471402; AMI Water Meter Installation, as requested by Columbia Water on February 27, 2023. Award to GH Smith Construction, Inc., in an amount not to exceed \$476,880.00, which includes contingency. This contractor is located in Columbia, SC. - *Approved*

Funding Source: Engineering - AMI Water Meter Installation (5529999-WM4714-02-658650). The original budget amount is \$547,500.00.

GH Smith Construction, Inc. is the prime contractor and will provide water meter installation at 82.85% (\$329,264.00) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Smoak Construction LLC, a Minority Business Enterprise (W) located in Little Mountain, SC, will provide meter installation services at 10.0% (\$39,740.00) of the total contract amount.

Fortiline Waterworks, located in Columbia, SC, will provide pipe and fittings at 7.15% (\$28,396.00) of the total contract amount.

17. Ordinance No.: 2023-056 - Authorizing and directing the City of Columbia to enter into an Intergovernmental Agreement relating to South Carolina Local Revenue Services; to participate in one or more local revenue service programs; to execute and deliver one or more participant program supplements; and other matters relating thereto – *First reading approval was given on May 16, 2023. - Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

18. ZONING MAP AMENDMENT for 611 Holly Street, TMS# 11316-06-09 – *First reading approval was given on May 16, 2023. - Approved on second reading.*

Ordinance No.: 2023-055 - Amending the Official Zoning Map to modify the zoning for 611 Holly Street, Richland County TMS# 11316-06-09 – First reading approval was given on May 16, 2023. – Approved on second reading.

Council District: 3

Proposal: Request recommendation to rezone the property from Residential Mixed District (RM-1) with Community Character Overlay (OV-CCP) to Community Activity Center/Corridor (CAC) with Community Character Overlay (OV-CCP).

Applicant: Frank A. Schiano, Schiano Family Investments

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

19. ZONING MAP AMENDMENT for 620 Meadow Street, TMS# 11312-06-16 – *First reading approval was given on May 16, 2023. – Approved on second reading.*

Ordinance No.: 2023-053 - Amending the Official Zoning Map to modify the zoning for 620 Meadow Street, Richland County TMS# 11312-06-16 – First reading approval was given on May 16, 2023. – Approved on second reading.

Council District: 3

Proposal: Request recommendation to rezone the property from Office and Institutional (O-I) with community Character Overlay (OV-CCP) to Neighborhood Activity Center/Corrido (NAC) with community Character Overlay (OV-CCP).

Applicant: Aylan Brown

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 6, 2023

20. ZONING MAP AMENDMENT for 405 Gervais Street, TMS# 08912-13-02 – *First reading approval was given on May 16, 2023. – Approved on second reading.*

Ordinance No.: 2023-052 - Amending the Official Zoning Map to modify the zoning for NX 405 Gervais Street, Richland County TMS# 08912-13-02 – First reading approval was given on May 16, 2023. – Approved on second reading.

Council District: 2

Proposal: Request recommendation to rezone the property from Planned Development (PD) with City center Design Overlay (OV-CC) and Height and Setback View Corridor Overlay OV-HSV) to Community Activity Center/Corridor (CAC) with City Center Design Overlay (OV-CC) and Height and setback View Corridor Overlay (OV-HSV).

Applicant: Seth Mendelsohn, Silver Hills Development, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

Dr. Bussells and Ms. Herbert did not participate in the remainder of the meeting.

ZONING / PLANNING MATTERS - FIRST READING

21. ZONING MAP AMENDMENT for 335 S. Pickens Street, #TMS 11305-11-09 – *The public hearing was held on May 16, 2023 and first reading was deferred. - Approved on first reading.*

Ordinance No.: 2023-051 - Amending the Official Zoning Map to modify the zoning for 335 S. Pickens Street, Richland County TMS# 11305-11-09 – Approved on first reading.

Council District: 3

Proposal: Request recommendation to rezone the property from Neighborhood Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A), to Residential Mixed (RM-2), removing the Airport Safety Overlay District

Applicant: Andrew Lucas, Lucas Properties

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 335 S. Pickens Street, #TMS 11305-11-09.

ORDINANCES - FIRST READING

22. Ordinance No.: 2023-061 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 1, Generally, Section 21-33, Definitions and Division 4, Detection and Removal of Illicit Connections and Discharges and Improper Disposal, Section 21-48, Illicit connections, illicit discharges and improper disposal – *Approved on first reading.*

Health, Social, and Environmental Affairs Committee Recommendation: 04/25/23; approval (3-0)

Upon a motion made by Mr. Duvall and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2023-061 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 1, Generally, Section 21-33, Definitions and Division 4, Detection and Removal of Illicit Connections and Discharges and Improper Disposal, Section 21-48, Illicit connections, illicit discharges and improper disposal.

23. Ordinance No.: 2023-065 - Granting an encroachment to Gadsden & Greene, LLC, for the use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, Richland County TMS# 08915-12-01 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-065 - Granting an encroachment to Gadsden & Greene, LLC, for the use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, Richland County TMS# 08915-12-01.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

RESOLUTIONS

24. Resolution No.: R-2023-042 - Authorizing acceptance of a street known as Francis Fair Court (40' R/W); Richland County TMS#11408-04-40; CF#211-160 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mayor Rickenmann, Council voted unanimously to approve Resolution No.: R-2023-042 - Authorizing acceptance of a street known as Francis Fair Court (40' R/W); Richland County TMS#11408-04-40; CF#211-160.

25. Resolution No.: R-2023-043 - Approval for release and abandonment of a portion of the City of Columbia Sewer Easement Tommy's Car Wash; 4700 Devine Street; Richland County TMS#13810-03-07; CF#13-B-165 and CF#352-89 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2023-043 - Approval for release and abandonment of a portion of the City of Columbia Sewer Easement Tommy's Car Wash; 4700 Devine Street; Richland County TMS#13810-03-07; CF#13-B-165 and CF#352-89.

26. Resolution No.: R-2023-044 - Authorizing the City Manager to execute a Second Extension of the Development Agreement between the City of Columbia and Bull Street Development, LLC - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-044 - Authorizing the City Manager to execute a Second Extension of the Development Agreement between the City of Columbia and Bull Street Development, LLC.

RESOLUTION AUTHORIZING PUBLIC INPUT ON ROAD CLOSURE

27. Resolution No.: R-2023-041 - Public Input on Closing of a 0.16 acre portion of Washington Street located on the west side of Wayne Street, identified as TMS #09009-10 - *Approved*

Council opened the public input period at 5:31 p.m.

No one appeared at this time.

Council closed the public input period at 5:31 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 6, 2023**

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2023-041 - Public Input on Closing of a 0.16 acre portion of Washington Street located on the west side of Wayne Street, identified as TMS #09009-10.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

28. Council is asked to refer a review of the current honorary street, facility and site naming policy to the Administrative Policy Committee, as requested by The Honorable Edward H. McDowell, Jr.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to refer a review of the current honorary street, facility and site naming policy to the Administrative Policy Committee and the referral of a new policy for parameters related to signage, branding, and maintenance to the Economic Development and Infrastructure Committee.

PUBLIC INPUT

No one appeared at this time.

ADJOURNMENT

The meeting was adjourned at 5:38 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Community Development

FROM: Missy Gentry, Assistant City Manager

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

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

For over 48 years, the Community Development Department has worked to provide affordable housing opportunities and financial information to the citizens of Columbia. We would like to recognize the work that is done by the Department and our partners that help us provide homeownership opportunities to the citizens of Columbia.

ATTACHMENTS:

- **#a:** Community Development 06 2023 Draft-1 Proclamation HomeownershipMonth (DOCX)



City of Columbia A Proclamation

WHEREAS, the month of June has been designated National Homeownership Month. For over 48 years, the Community Development Department has been working to help revitalize communities and provide affordable housing and financial information to the citizens of Columbia.

WHEREAS, the financial benefits of homeownership for our community are numerous, and sustainable. Homeownership provides individuals with economic security; and instills a sense of pride and accomplishment;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) and its Field Offices have made great strides in opening the doors of housing to underserved groups, thus giving many more Columbians an equal opportunity to live wherever they choose; and

WHEREAS, stable, decent affordable housing in safe neighborhoods whether you rent or own, generates economic growth that helps strengthen our communities and City and;

WHEREAS, during National Homeownership Month, Community Development recognizes partner agencies for their support, dedication and commitment to the City and our citizens by focusing resources to help support the City of Columbia's efforts to increase home ownership opportunities; and,

WHEREAS, partner agencies include TN Development Corporation, Ruthlie Israel State Farm Insurance Agency, Assurance Financial, First Citizens Bank, First Community Bank, Security Federal Bank, South State Bank and Synovus Bank for financial contributions supporting of our Community Outreach, Neighborhood Engagement and Homeownership Sustainability and/or partnering with home loan opportunities; and,

WHEREAS, the City is interested in expanding upon partnerships that will increase opportunities for home ownership throughout Columbia; and,

NOW, THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim June 06, 2023, as

NATIONAL HOMEOWNERSHIP MONTH

in the City of Columbia and encourages everyone to join me in recognizing the importance of homeownership.

Daniel J. Rickenmann
Mayor

Tina N. Herbert
District I, Council Member

Dr. Aditi Bussells
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

Peter M. Brown
District IV, Council Member

Will Brennan
District III, Council Member



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Melani Miller Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Melani L Miller Proclamation (PDF)



City of Columbia

A Proclamation

WHEREAS, Ms. Melani Miller's story started out differently. By all appearances, her life was on the right track — a great education, well-respected, and 25 years as a state employee.

WHEREAS, Underneath it all, Melani was depressed and anxious. When her mother died, she became isolated and numbed the pain with alcohol and drugs, eventually developing a serious addiction and losing everything: car, home, job, retirement, family relationships, and more.

WHEREAS, Melanie's life continued to spiral out of control, and after reaching a personal low, she knew she had to change. It took her three days to save a mere 50 cents. When she did, she called her brother, who helped her enter a detox facility. Afterwards, she was connected with The Salvation Army, where she received the necessary help to rebuild her life.

WHEREAS, Melani currently serves as a Director of Program Services at The Salvation Army in the Midlands.

WHEREAS, Melani has been an employee with the Army since September 24, 2007. Melani supervises the Social Services Department, Kitchen Supervisor and Kitchen Employees.

WHEREAS, Three words to describe this amazing woman is hardworking, knowledgeable and dependable. When an issue arises or occurs at Salvation Army, Melani is always there to provide suggestions and help management implement a resolution.

WHEREAS, Melani is an asset to Salvation Army. I must say that she knows The Salvation Army like the back of her hand. To know Melani Miller is to love her.

WHEREAS, Ms. Melani Miller's absent presence will be noticeable and she will truly be missed here at The Salvation Army of the Midlands and at the City of Columbia. Melanie's last day with Salvation Army is Friday, June 30, 2023. Melanie's hard work and dedication will always be remembered and never forgotten in our community.

THEREFORE, I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council do hereby proclaim June 30, 2023, as a day of appreciation in recognition of Melanie's outstanding service to our city and community.

"Melani Miller Day"

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

Daniel J. Rickenmann
Mayor

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

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter Brown
District IV, Council Member



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: American Heart Association Presentation - Ms. Teresa Wilson,
City Manager

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-063 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2024

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-063 - adopt 2023-2024 budget (PDF)
- **#b:** FY_2023_2024_Proposed_Budget_Summaries_for_2nd_reading (PDF)

HISTORY:

06/06/23 Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-063

*To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina,
for the Fiscal Year ending June 30, 2024*

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023 as follows:

Section 1. That a tax to cover the period from the first day of July 2023, to the thirtieth day of June 2024, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of Richland and Lexington Counties, South Carolina, for the credit to The City of Columbia, South Carolina, for the use and service thereof; that is to say, a tax rate of ninety-three and eight tenths (93.8) mills, on the value of all real estate and personal property of every description owned and used in The City of Columbia, South Carolina, except such as is exempt from taxation under the Constitution and law of the State of South Carolina, is and shall be levied and paid into the County Treasury for the credit to The City of Columbia for the corporate purposes, permanent improvements, for the purpose of paying current expenses (including but not limited to the payments coming due and payable by The City of Columbia with respect to certain equipment leases, installment purchase revenue bonds and the RecoverSC Local Government Liquidity Program ("RecoverSC Program") during such annual period), and for the payment of interest and retiring outstanding bonds of the said City. Such tax is levied on such property as assessed for taxation for County and State purposes.

Section 2. That the budget heretofore adopted by the City Council and the estimated revenue for the payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 3. That the billing dates, the penalty dates, and the amount of penalty which shall be levied for delinquent taxes shall be the same as those established by Richland and Lexington Counties pursuant to State Law.

Section 4. That the City Manager shall administer the budget and may authorize the following to achieve the goals of this budget:

- a. Authorize the transfer of appropriated funds within and between departments and funds as necessary.
- b. Controls shall be made by fund appropriation.
- c. Designate continuing projects from fund balances.

Encumbrances will be carried over to the next year as a reserve to the fund balance.

Expenditures approved by council shall automatically carry amendments to fund appropriation where necessary.

Section 5. With respect to the payments scheduled to be made by The City of Columbia under the RecoverSC Program during the fiscal year ending June 30, 2024, which aggregate payments are approximately equal to \$67,812.50 (the "FY 2024 Payments"), the City Council hereby authorizes the issuance of a tax anticipation note ("TAN") pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, which TAN may be issued if the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together (the "Authorized Representatives"), determine that the issuance of a TAN, as an alternative to the use of appropriated funds collected as authorized above, is in the best interest of the City to make the FY 2024 Payments.

The TAN, if issued, shall be issued as a single fully-registered note in an amount not exceeding the aggregate amount of the FY 2024 Payments plus the costs incurred in connection with the issuance of the TAN, at that time as may be determined by the Authorized Representatives. The City Council delegates to the Authorized Representatives the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

For the payment of the principal of and interest on the TAN when and if issued, the City hereby pledges (i) the full faith, credit and taxing power of the City; and (ii) the ad valorem taxes in anticipation of which the TAN is issued.

Last revised: 5/10/2023

LEGAL DEPARTMENT DRAFT

The Authorized Representatives may consult with the City's bond counsel and financial advisor in making any determinations with respect to the TAN.

Section 6. If for any reason any sentence, clause or provision of this ordinance shall be declared invalid, such shall not affect the remaining provisions hereof.

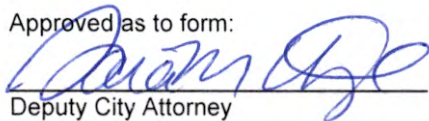
Requested by:

City Manager _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



**FY 2023/2024 PROPOSED BUDGET
PUBLIC HEARING
JUNE 6, 2023**





We Are Columbia

June 2, 2023

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Members of Columbia City Council
Re: FY 2023/2024 Proposed Budget

Dear Mayor Rickenmann and City Council:

On behalf of myself and City staff, we are pleased to present the FY2023-2024 Proposed Budget for your consideration. Based on City Council's input during Budget Workshops, this Proposed Budget is in balance and will be presented for City Council's consideration at the June 6 Budget Public Hearing. This transmittal letter summarizes the Proposed Budget in preparation of final adoption.

BUDGET DEVELOPMENT

The development of this budget seeks to meet City Council Strategic Outcomes, provide for effective and efficient services to our citizens, businesses and visitors; and continue to be good stewards of City resources. Where feasible, staff sought savings and efficiencies, deferred/rescheduled capital investments, and considered impacts of service demands. The budget process intends to weigh all competing requests and priorities for City resources, within expected fiscal constraints. Where possible, we made operational adjustments in order to make the best use of limited resources while factoring in the demands for new or expanded services, new priorities and growth in service areas. The following factors set the framework for the budget:

- Meeting City Council Strategic Outcome Priorities
- Ensuring the stability of our work force and the tools our employees use to deliver quality municipal services.
 - Staffing, capacity, recruitment and retention
 - Technology & Equipment
 - Customer Service & Improving Service Delivery
- Fulfilling the City's financial obligations
 - Debt service payments
 - Financial commitments
- Addressing Critical City Infrastructure by Completing
 - Priority Projects –Finlay Park, Municipal Complex, Canal Embankment
 - On-going needs: sidewalks, roads, city facilities, water & sewer
- Improving Community Assets by Addressing
 - Affordable Housing & Homeless Services
 - Commercial & Residential Redevelopment
 - Blight
 - Beautification & Gateways



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BUDGET HIGHLIGHTS

The Proposed Budget focuses on investments in City Council's Strategic Outcomes highlighted below:

- Economic Growth
 - Implementing the Economic Development Strategic Plan and restructured functions to include filling key staff positions in real estate and business recruitment, a renewed focus on urban recruitment of multi-family housing, mixed use retail, restaurants and hotel.
 - Working with community partners to provide educational events and technical assistance to help develop our small business community.
 - Develop and coordinate capacity – building training for our construction industry to help create a pipeline for minority and women water and sewer professionals that have an interest in building their capacity.
- Safe communities
 - The ability to retain and recruit Public Safety employees is critical for a safe, thriving community. Competitive pay plan for firefighters based on a new pay structure that incorporates salary progressions through steps.
 - Continue to improve our utilization of technology in delivery of public safety services.
 - Executed phase of retention and recruitment efforts by implementing alternative service delivery solutions and a marketing strategy.
- Organizational effectiveness - Investing in City employees / city services / customer services
 - City employees are at the core of City services. Attracting, training and retaining a competent, high quality workforce is essential to being a high performing organization. Therefore, we are prioritizing employee compensation adjustments, an interactive and engaging evaluation system, training and leadership development.
 - City Manager's Retention & Recruitment Initiative aims to improve organizational culture and performance. A component of this strategy addresses updating pay and benefit policies. The City's ability to attract and retain competent and capable employees is a critical part of providing quality city services. The quality of service delivered by City employees requires that we offer compensation that is equitable and comparable to similar positions in the local job market. We have included \$3,000,000 to implement the Compensation & Classification market analysis completed last year. Each fund will cover the cost of the employees charged to that fund.
 - Almost every Department referenced the ability to hire and retain employees as a top priority.



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- Communications
 - Work with a professional communications and marketing firm, investments in developing and implementing a comprehensive communication strategy that will showcase the City as a great destination to live, work, play and conduct business.
 - Planning and Development Services to host Development Clinics to educate customers and facilitation communication between staff and developers.
- Beautification and Appearance
 - Expansion of beautification initiative in addressing our gateways, main thoroughfares and medians with painting, plantings and cleanings.
- Built Infrastructure
 - Continuation of capital replacement program for rolling stock and technology upgrades.
 - Provides funding for Capital Improvement Program addressing water quality, sewer system rehabilitation, storm drain and nuisance flooding.
 - Painting and stucco repairs of City parking decks.
- Vibrant Community
 - Public art initiative in our neighborhood districts.
 - A focus on quantifying the many services provided for special events and the assistance provided to event organizers by reviewing the various functions and developing a needed permitting and fee structure.

The city continues to attract and seek economic investment and is a beautiful destination to live, work and play. We are fortunate to have a dedicated, well-motivated, and skilled city team that delivers quality services. We have prepared a budget that prioritizes effective service delivery to our citizens and customers; values our employees; enhances public safety; encourages growth and development; expands beautification efforts; provides opportunities for art and culture; and focuses on tools to better *Tell Our Story*.

Respectfully,

Teresa Wilson
City Manager



We Are Columbia

ALL FUNDS SUMMARY

<u>OPERATING FUNDS</u>	<u>FY 2022/2023</u>	<u>FY 2023/2024</u>		
<u>SUMMARY</u>	<u>Budget</u>	<u>Proposed</u>	<u>Change \$</u>	<u>%</u>
General Fund	\$164,810,594	\$170,591,313	\$5,780,719	3.5%
Water & Sewer	\$185,048,681	\$199,479,255	\$14,430,574	7.8%
Storm Water	\$16,121,055	\$18,256,762	\$2,135,707	13.2%
Parking Fund	\$10,238,702	\$11,457,300	\$1,218,598	11.9%
Hospitality Fund	\$17,545,515	\$14,740,024	-\$2,805,491	-16.0%
Accommodations	\$2,660,000	\$5,093,207	\$2,433,207	91.5%
Tourism Dev Fee		\$4,020,000		
Liquor Permit	\$400,000	\$2,150,000	\$1,750,000	437.5%
	<u>\$396,824,547</u>	<u>\$425,787,861</u>	<u>\$28,963,314</u>	<u>7.3%</u>

	<u>FY 2022/2023</u>	<u>FY 2023/2024</u>		
<u>CAPITAL IMPROVEMENT</u>	<u>Budget</u>	<u>Proposed</u>		
Water	\$13,000,000	\$28,500,000	\$15,500,000	119.2%
Wastewater	\$27,000,000	\$64,500,000	\$37,500,000	138.9%
Stormwater	\$11,100,000	\$13,100,000	\$2,000,000	18.0%
Parking	\$1,000,000	\$1,916,918	\$916,918	
	<u>\$52,100,000</u>	<u>\$108,016,918</u>	<u>\$55,916,918</u>	<u>107.3%</u>

INTRODUCTION

The annual budget is the policy document that communicates the financial priorities of the City for the fiscal year. The budget is prepared each year with support and policy input from our elected officials and hard work from our departments to ensure we are preparing a lean budget that provides the resources needed to deliver excellent day-to-day service to our community. The FY 23-24 Proposed Budget is balanced through efforts to manage cost, analyzing revenues and expenditures, and making good use of one-time revenues in order to make numerous hard decisions at the effort of presenting City Council with a balanced budget.

BUDGET SUMMARIES BY FUND

The following is a budget summary and overview by fund highlighting various revenue and expenditures.



We Are Columbia

Budget by Major Categories

Expenses of the operating budget are categorized in the following major types: Personnel, operating supplies, services and capital as described below.

Personnel	Includes base salaries, overtime and fringes, which include mandatory Federal and State Taxes, health and dental premiums, state retirement, unemployment, and workers compensation.
Operating	Supplies, consumables such as office supplies, fuel, materials, chemicals, small tools, etc.
Services	Any service provided from an external firm, agency or department - postage, electricity, contracted services, consultants, fleet repairs, etc.
Capital Outlays	Items purchased utilizing department operating budget for the purchase of equipment, vehicles, etc that become capital assets and are in excess of \$5,000. Capital Replacement Lease proceeds are reflected in this category.
Non-Dept	Reflects allocations to programs, services or special projects not associated with specific departments or city functions and any service provided by a third party.
Transfers	Reflects transfers from one fund to another.

GENERAL FUND

The FY 23-24 General Fund Proposed Budget is \$170,591,313; an increase of \$5,781,107; 3.5%. This budget was prepared with expectation of maintaining existing service levels, while also prioritizing programs and initiatives aimed at meeting City Council's Strategic Outcomes.

The General Fund is the primary fund of the City and supports many of the City services and functions provided every day to our citizens, businesses and visitors. The City uses a strategic approach to balance the budget by assessing revenue enhancement opportunities and managing costs. Balancing the budget requires that we align limited resources while meeting obligations and prioritizing programs and services. The City Manager has developed a budget that meets that goal.



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Revenues and Transfers In

	FY 21/22	FY 22/23	FY 23/24		
REVENUE TYPE	ACTUAL	BUDGET	PROJECTED	Difference	Change
PROPERTY TAX	\$60,683,732	\$62,900,974	\$63,755,845	\$854,871	1.3%
LICENSES & PERMITS	\$40,810,667	\$42,889,098	\$43,688,646	\$799,548	1.8%
FROM OTHER AGENCIES	\$17,443,848	\$17,768,326	\$19,015,017	\$1,246,691	6.6%
CHARGES FOR SERV.	\$16,143,970	\$16,030,195	\$17,860,696	\$1,830,501	10.2%
FINES & FORFEITURES	\$207,873	\$506,500	\$506,500	\$0	0.0%
MISC, INT. & USE OF PROP.	\$61,680	\$1,740,821	\$1,883,155	\$142,334	7.6%
TRANSFERS IN	\$16,097,756	\$22,974,680	\$23,881,454	\$906,774	3.8%
TOTAL	\$151,449,526	\$164,810,594	\$170,591,313	\$5,780,719	3.5%

Revenues are projected at \$146,709,859; an increase of \$4,873,945; 3.4% over the current year budget. The General Fund is supported by revenues generated from property taxes, licenses and permits, various service charges, and other sources. The increase is attributed primarily to anticipated growth in revenue from Service Charges and rate adjustment to Hydrant Fees. Overall, revenues are steady, but growth is minimal and struggles to keep up with budget demands of new or expanded programs and cost increases.

- Property taxes are budgeted at \$63,755,845; a net increase of \$854,871 or 1.3%.
- Revenue from Licenses and Permits are budgeted at \$43,688,646; which is an increase of approximately \$799,548 over current year budget. The proposed budget reflects a minimal increase, but is moderately aggressive compared to prior year actuals. Revenues from business license make up the majority of this increase.
- Inter-governmental revenues from Other Agencies are projected at \$19,015,017; an increase of \$1,246,691 or 7% over current year budget. The primary source of this increase is from the revenues generated by the fire millage assessment growth and does not reflect any rate adjustments.
- Service Charges and Fees are projected at \$17,860,696; an increase of \$1,830,501 or 11.4%. The majority of this increase is attributed to the proposed Hydrant Fee increase which reflects a 10% rate adjustment, specifically to allocate funding for the delivery of fire services via the implementation of the proposed pay plan adjustments to bring our firefighters' salaries in line with industry standards.
- Fines and Forfeitures are projected at \$506,500 which is no change from the current year. Revenues from fines and forfeitures remain significantly low in comparison to prior years.



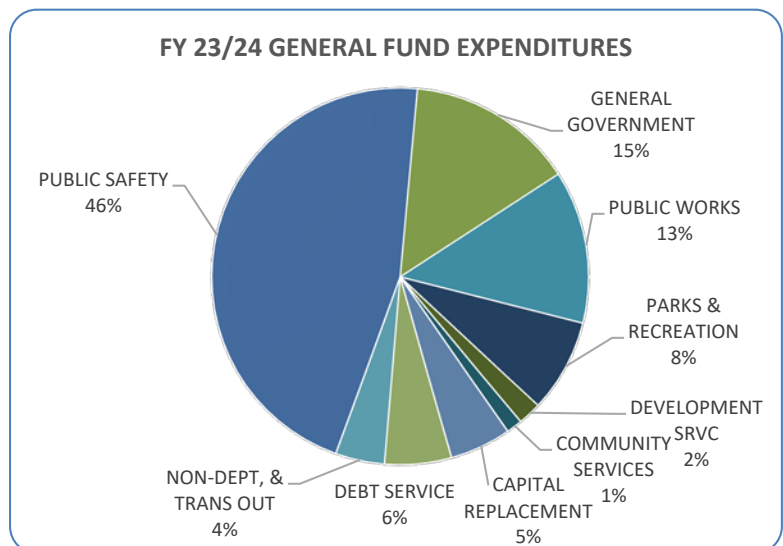
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Transfers In and other Financing Sources total \$23,881,454; an increase of \$906,774 or 3.9%. Transfers account for 14% of the total General Fund budget.

- Transfer from Accommodations Tax remains at the same level of \$25,000.
- Transfer from Hospitality Tax adjusted to \$4,000,000; an increase of \$300,000 in support of the continued Beautification efforts as set forth by City Council regarding maintaining our gateways and major thoroughfares in the City.
- Capital Lease proceeds remain at current year levels of \$9,000,000 and make up the majority (38%) of the transfers and other financing uses. The capital lease purchase is a financial mechanism in the form of a loan that funds the purchase of a capital replacement program for rolling stock and technology.
- Cost allocations from Water and Sewer, Storm Water and Parking Funds in a combined amount of \$5,356,454; an increase of \$606,774. The cost allocation is attributed to the functions and services of the General Fund that support operations of the enterprise funds.
- The Proposed Budget includes use of fund balance in the amount of \$3,000,000 and American Rescue Plan Lost Revenue in the amount of \$2,000,000. These reflect no change from the current year.

General Fund Expenditures

The General Fund budget includes funding for several priority initiatives as well as continuation of existing City services that are supported by the General Fund. Below are several highlights of the proposed General Fund budget.





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- Public Safety Departments represent more than half of the total General Fund budget. Below are several highlights regarding the development of the proposed budgets.
 - o Police Department Retention and Recruitment with the incorporation of the implementation of the Step Pay Plan as approved by City Council this current fiscal year is annualized in the FY 23/24 Proposed Budget.
 - o Police Department's initiative to Improve service delivery through regional re-alignment and workload equity among the regions, by looking at alternative service delivery options and seeking to reduce the number of calls for service.
 - o Police Technology Initiatives implemented over recent years that have been funded previously with grants and other one-time funds are now annualized and reflected in their General Fund Budget. This includes citywide security camera upgrade project, body worn camera replacements and other technology initiatives.
 - o Fire Department Proposed Budget includes the proposed Fire Pay Plan that incorporates an adjustment in the starting pay of firefighters to \$43,800 and the implementation of a step pay plan. Other changes to fire personnel scheduling of leave and use of part time positions will accompany the changes to the overall compensation and staffing for Fire personnel. The estimated cost for first year implementation for the City's portion of the Fire Department's budget is \$1.48 million.
 - o Working with a consultant, the Fire Department will conduct a study of the contract for fire services between the City of Columbia and Richland County. The study will include an in-depth look at the fire services provided with a goal to provide equitable service delivery for all parties.
 - o Other Fire Department priorities include addressing facility needs at fire houses that incorporate improvements in air quality, living conditions, and bathrooms/showers.
- Public Works Department proposed budget includes continuation of the City Council's Beautification initiative. Last fall, City Council allocated \$800,000 towards the initiative that was funded in part from Fund Balance reserves along with an additional transfer from Hospitality Tax. The Public Works Department's Proposed Budget reflects a continuation of this initiative in order to provide a focused effort on City Council's goal to improve the maintenance of entrance ways and main thoroughfares into Columbia as the Capital City.



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Other Public Works budget priorities include:

- o Retaining funding of \$50,000 for professional services associated with neighborhood sidewalk grinding program.
 - o Pop up traffic light signal system used to control intersections during outages and replacement of LED decorative lights to return to service.
 - o Major drivers in the Public Work's Department budget are personnel, fuel, fleet repairs along with inflationary impacts on operating cost.
- Parks & Recreation's proposed budget maintains current program and services along with increased programming for senior activities, staff training and regular replacement of regular site furnishings such as bleachers, trash receptacles, picnic benches and bike racks. The focus of the Parks and Recreation's proposed budget is ensuring that the City provides vibrant greenspace and parks in thriving neighborhoods. City Council has made significant investments recently in capital projects of various parks to include the purchase of playground equipment, tennis court resurfacing, upgrading park amenities and site improvements.
- Planning and Development Services proposed budget priorities are focused on continued process improvement and positioning Columbia's downtown for additional residential and commercial growth. This includes improving the delivery of on-line services through implementation of a Decision Engine to guide customers to the correct, desired service. Hiring a consultant to conduct a downtown strategic master plan and rewriting the design guidelines for City Center/Innovista to focus on creating an improved public realm. Other investments will focus on enhancing the customer experience for construction/project pre-application meetings.
- Other department areas to highlight include:
 - o Human Resources' budget reflects funding for increased recruitment and retention efforts, shifting to provide more services online for applicants and departments and broadening departmental professional development and training.
 - o City Clerk's budget reflects an increase for the upcoming citywide election in the fall.
 - o Information Technology increase is attributed to the annual Microsoft Enterprise Agreement that includes more security for cloud presence in email, OneDrive and SharePoint.

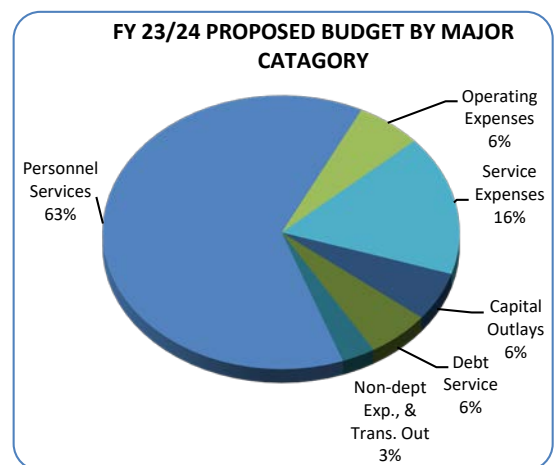


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- o Homeless Services is reflected as no change from the current year. The addition of Rapid Shelter Columbia is partially funded through the General Fund with the remaining funding from grant sources.
- Non-Departmental & Transfers Out combined proposed budget of \$23,946,103; a reduction of \$1,037,457, 4%.
 - o Capital Lease Proceeds for replacement rolling stock is included in the proposed budget at \$9,000,000, the same as current year. The associated lease payment for the proposed lease for next year and prior years is budgeted at \$6,171,814.
 - o Debt Service is budgeted at \$3,636,526; a slight reduction of \$478,658 from current year debt service schedule.
 - o Transfer to the Component Units totals \$1,266,826; an increase of \$177,495 over the current year budget. Component Units include allocations to TN Development Corporation and CEZ, Inc.

<u>GENERAL FUND BY MAJOR CATEGORY</u>	<u>FY 22/23 BUDGET</u>	<u>FY 23/24 PROPOSED</u>	<u>% change</u>
Personnel Services	\$105,742,278	\$107,312,246	1.5%
Operating Expenses	\$9,172,622	\$10,194,376	11.1%
Service Expenses	\$23,902,638	\$28,284,564	18.3%
Capital Outlays	\$10,009,108	\$9,854,024	-1.5%
Debt Service	\$10,803,292	\$9,788,340	-9.4%
Non-dept. & Trans. Out	\$5,180,268	\$5,157,763	-0.4%
TOTAL GENERAL FUND	\$164,810,206	\$170,591,313	3.5%

Personnel costs in the General Fund accounts for 63% of the total budget. Of that total, fringes account for nearly 38%.



General Capital Projects

Through the use of funding from Hospitality Tax and Liquor Permit Rebate, investments in eligible parks and recreational facilities is included the FY 2023/2024 Proposed Budget. City Council made significant investments of more than \$20,000,000 in the fall of 2022 toward General Capital Improvement Program with allocations to park projects such as Finlay Park and Mays Park, Municipal Complex, along with investments in police and fire facilities. This funding was from a combination of General Fund Balance, American Rescue Plan and various Special Revenue sources. Fortunately we are able to support a Fleet and Technology Capital Replacement Program through the use of capital lease proceeds, although the amount issued is based upon the budget capacity to fund the payment and not



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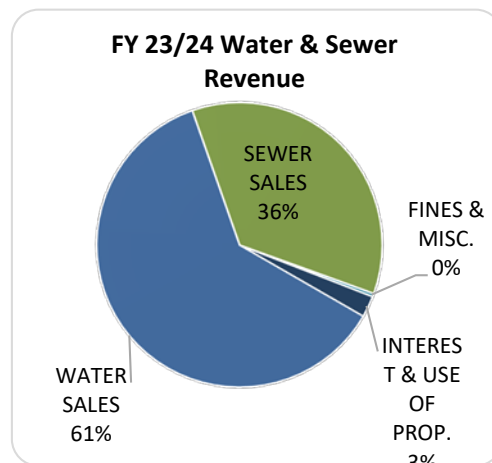
issued based on the full needs of the replacement schedule. This means various capital replacements are deferred. While the Proposed General Fund Budget includes funding toward City Council Strategic Outcomes and many other priorities; the General Fund Budget includes very minimal funding toward a scheduled capital improvement program or maintenance program at the levels needed. General Fund capital assets include our parks, greenspaces and playgrounds, roads and sidewalks, City facilities to include police and fire stations. Each year City departments in the General fund submit requested capital improvement projects and capital outlays that are often times deferred along with deferred maintenance; however, other worthy priorities take up the minimal growth in revenues or the reallocation of other funds gained through efficiencies and savings. Efforts to hold down taxes and fees, through deferring capital investments, while trying to grow our City and support our departments is not sustainable. We will continue to address General Capital Project needs through fund balance when available and make the most of other eligible funding sources such as special revenues to include working with our grant consultants to identify grant opportunities. We hope to establish a reoccurring funding of a General Capital Improvement Program in the coming years.

WATER & SEWER OPERATING FUND

The FY 23/24 proposed Water & Sewer Operating budget is \$199,479,255; an increase of \$16,998,127; 9% over the current year budget. The Water and Sewer Operating Budget includes the departments associated with operating and maintaining the City's drinking water and sewer system to include water treatment, distribution, storage system and the collection and treatment of wastewater that serves 375,000 City of Columbia customers both inside and outside city limits. The budget supports the operations of the distribution and service lines along with 2 water treatment plants and 1 wastewater treatment plant.

Revenues

Growth in revenues is due primarily to a combination of the proposed 5% rate adjustment to water and sewer rates, normal customer growth, and projected consumption. Operating revenues total \$195,453,795; a net increase of \$17,411,997; or 10% over the current year budget. Revenues from the proposed rate adjustment account for approximately \$8.8 million or 50% of the total increase. The rate study includes a thorough analysis of revenues, expenses, operating parameters and future demands on the system. Non-operating revenues include interest earnings, rents and other uses of property such as cell tower income. These revenues are projected at \$4,025,460. The combined system revenues total \$199,479,255.

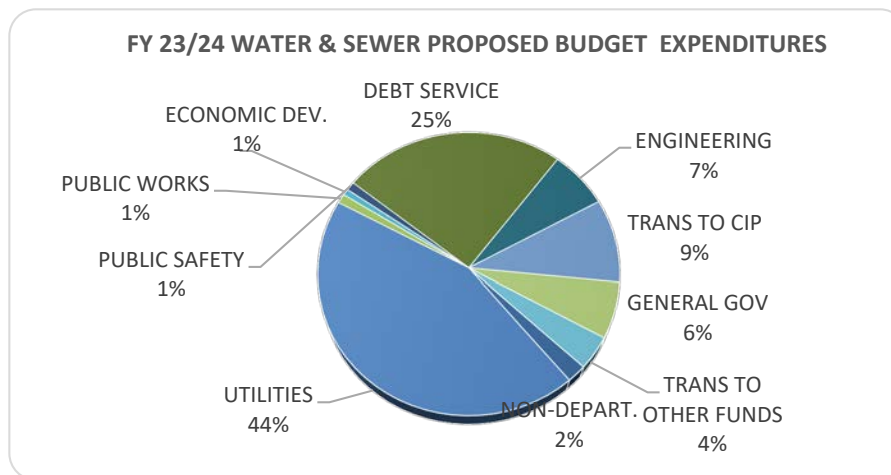




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Expenditures and Transfers Out

The total FY 23/24 Proposed Water & Sewer Operating Budget Expenditures total \$172,780,975 and Transfers Out total \$26,698,2809 for a combined budget of \$199,479,255; an increase of \$16,998,127 or 9% over the current year budget.



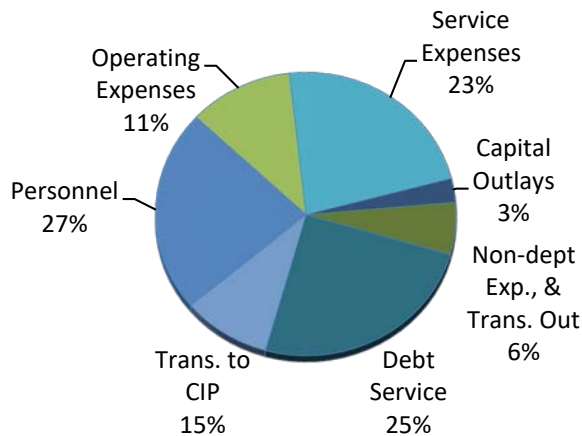
Department budgets total \$120,036,283; a net increase of \$14,341,597 or 14% over the current year budget. The increases are due primarily to rising in operating costs associated with electricity usage at both water treatment and wastewater treatment plants, chemicals associated with treatment of water and wastewater, non-capital maintenance projects, contractor services, and capital equipment purchases. Staff continues to focus effort on efficiencies, process improvements and customer service as a whole. Efforts to address service order backlog include a strategy of hiring and retaining qualified staff, while also utilizing contractors. The proposed budget includes an increase of \$2,500,000 toward additional contracted support toward addressing service orders to reduce backlog.

Debt Service is budgeted at \$49,524,658; an increase of \$1,125,998; less than 1% over the current year debt schedule. Cash reserves required for the calculation of debt service coverage and liquidity, is budgeted at \$2,806,534.

Transfers Out totals \$26,698,280 which is a net increase of \$3,558,600 or 15%. The transfer to Water & Sewer Capital Improvement Program is reflected at \$19,000,000 and is the budgeted cash used to fund the annual improvement program of the water and sewer system. The total Proposed Water and Sewer Capital Improvement Program is \$93,000,000. The remainder of funding for the Capital Improvement Program will come from bond proceeds and use of fund balance.



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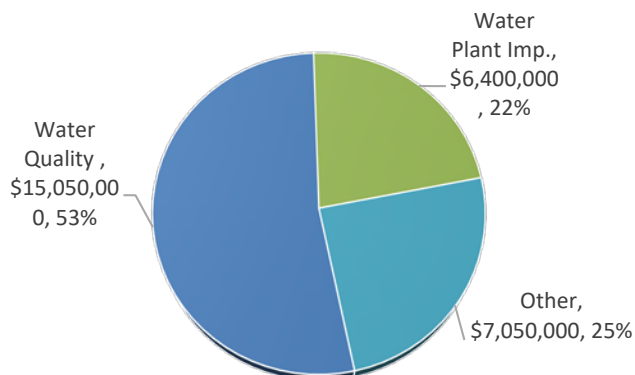
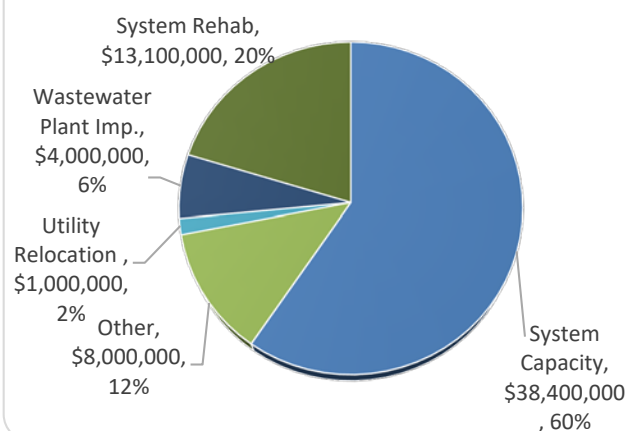
**FY 2022/2023 WATER & SEWER
BUDGET BY MAJOR CATEGORY**

<u>WATER & SEWER</u> <u>BY MAJOR CATEGORY</u>	<u>FY 23/24</u> <u>PROPOSED BUDGET</u>
Personnel Services	\$46,099,075
Operating Expenses	\$22,404,959
Service Expenses	\$45,280,668
Capital Outlays	\$5,412,830
Non-dept Exp., & Trans. Out	\$11,857,064
Debt Service	\$49,524,658
Trans. to Capital Imp. Program	\$19,000,000
TOTAL WATER & SEWER OPERATING	\$199,579,254

Water & Sewer Capital Improvement Program

The Proposed Water and Sewer Capital Improvement Program is \$93,000,000 with \$28,500,000 in Water Improvement Projects and \$64,500,000 in Wastewater Improvement Projects. This is an increase of \$53,000,000 over the current year program and is in line with prior year investments.

Water Capital Improvements are focused on water quality investments, including the Rosewood and Cottontown areas. Wastewater Capital Improvement reflects a priority on Clean Water 2020 programs to meet the EPA Consent Decree requirements and funding for system capacity investments.

**FY 23/24 Water Capital Improvement Projects
\$28,500,000****FY 23/24 Wastewater Capital Improvement
Projects \$64,500,000**

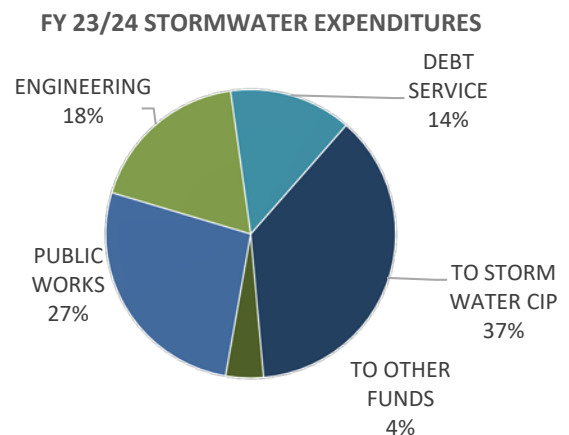


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STORMWATER OPERATING FUND

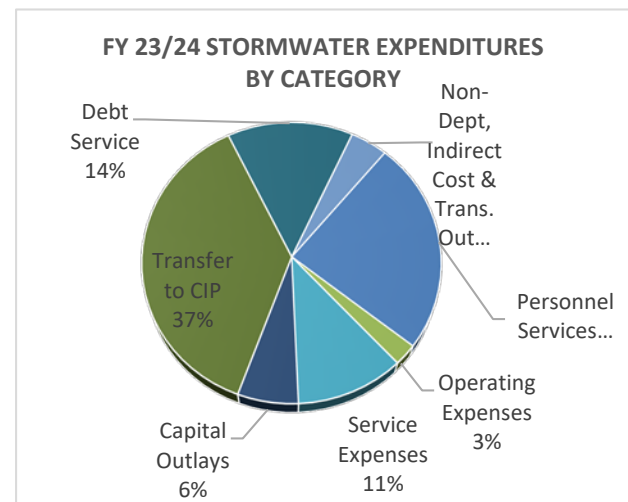
The FY 23/24 Proposed Stormwater Operating Budget totals \$18,256,762; an increase of \$2,135,707 or 13% over the current year budget. No rate adjustments are included in the proposed budget. The increase is associated with revenue projections based on prior year actual collections. Stormwater fees make up the majority of revenue for the Stormwater Fund. Other revenues include fees for plan reviews, storm water inspections and interest earnings.

FY 23/24 Proposed Department budgets total \$8,214,900; an increase of \$485,830, or 6%. 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. Program priorities include continuing to develop the asset management program, meeting NPDES MS4 Stormwater Permit Compliance, system repair and cleaning.



Debt service is budgeted at \$2,493,600 based on the Stormwater bond debt schedule. Transfers out total \$7,548,262; an increase of \$1,645,877, 28% over the current year budget. The increase is primarily associated with allocations toward the cash funded portion of the Stormwater Capital Improvement Program.

<u>STORMWATER BY MAJOR CATEGORY</u>	<u>FY 23/24 PROPOSED BUDGET</u>
Personnel Services	\$4,469,347
Operating Expenses	\$448,171
Service Expenses	\$2,056,282
Capital Outlays	\$1,149,889
Transfer to CIP	\$6,780,088
Debt Service	\$2,584,811
Non-Dept, Indirect Cost & Trans. Out	\$768,174
TOTAL STORM WATER	\$18,256,762





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Storm Water Capital Improvement Program

The FY 23/24 Proposed Stormwater Capital Improvement Program budget is \$13,100,000; an increase of \$2,100,000, 18% over the current year. Stormwater Capital Improvement Program is funded through allocation from budgeted cash referenced above, bond proceeds and use of fund balance. The Stormwater Capital program focuses on improvements to the city stormwater system with significant investments in Rocky Branch Detention and Belvedere Stream Stabilization.

PARKING FUND

The Parking Fund FY 23/24 Proposed Budget is \$11,457,300; an increase of \$1,281,598; 11.9% over the current year budget. The primary reason for the increase is attributed to cost escalations and more activities happening at our parking facilities. With more activities and a return of more events, revenues are adjusting to pre-pandemic levels of activities at the City's parking decks and lots. The following highlights the Parking Fund Proposed Budget.

Revenues and Transfers In

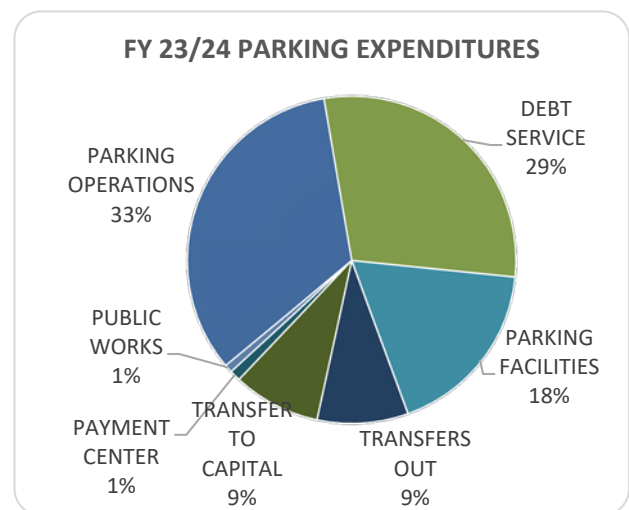
Parking system revenues come primarily from parking meters and city owned monthly parking decks. No rate adjustments are included in the proposed budget at this time, however, in the coming months, staff will bring back a rate analysis of the parking system.

Parking Fund revenue projections from parking decks total \$3,894,000; an increase of \$588,400, 22%; which is attributed to more activity in our decks and to full operation of the recently opened Sabal and Freed Street decks. Revenues from Parking lots total \$783,800; an increase of \$406,574.

Special Event parking continues to be on the rise as more in-person events bring people to our beautiful city. Revenues from special events are much higher than recent years, even beyond pre-pandemic collections.

Expenditures

The Parking Fund FY 23/24 Proposed Budget is \$11,457,300; an increase of \$1,218,598, 11.9% over the current year budget. The Parking Fund budget supports operations of 3,000+ monthly parkers, 3,806 on-street meters, 1,338 on-street Passport spaces, 8 parking decks, 11 surface lots and





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residential parking districts in multiple neighborhoods throughout the City, primarily those located in close proximity to our colleges and universities.

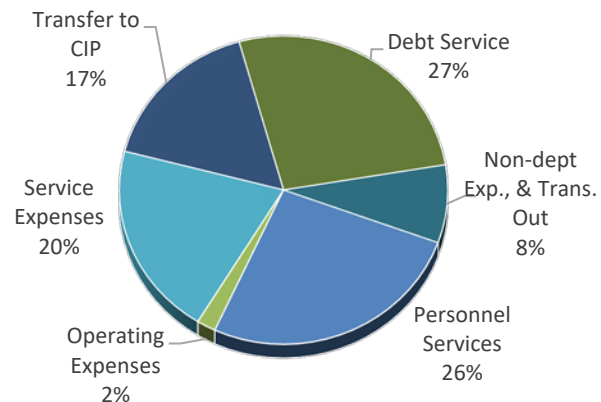
Staff is actively pursuing opportunities to gain efficiencies that improve service delivery to include the following operational activities:

- o Barnacle expired meter enforcement device
- o T2 Citation Collections Services
- o T2 Flexport Online Citation Payment services

Personnel expenses make up the majority of the total operating budget which includes salary and fringe cost of employees in the parking system. Service expenses include electricity at the parking facilities and contracts for technology and cloud based solutions.

Debt service is the largest single expense and the amount is based on the current debt service schedule for parking revenue bonds.

FY 23/24 PARKING FUND BY MAJOR CATEGORY



Parking Fund Capital Improvement Program

The Parking Capital Improvement Program attached includes FY 23/24 Requested projects in the amount of \$1,900,568. Future year projects are estimates and we anticipate the projects will be updated at the conclusion of the Parking Facilities study targeted for completion in September 2023.

The FY 2023/2024 Parking Capital Improvement Program reflects projects at 7 parking decks, improvements at surface parking lots and investments in technology improvements of smart meters. Funding for the FY 23/24 Capital Program includes transfer from the Parking Fund Operating in the amount of \$900,568 and use of fund balance in the amount of \$1,000,000. All City parking decks serve hotels, convention centers, and special events in addition to daily visitors. Our parking decks host many visitors as well as serving commercial activities. The parking rate study is needed to support the overall capital improvement program and once implemented will provided the needed investments.



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HOSPITALITY TAX FUND

The FY 23/24 Proposed Hospitality Tax budget is \$14,740,024; which reflects a net decrease of \$2,805,491 compared to the current year amended budget that included a large allocation of fund balance towards the Finlay Park Revitalization. When comparing the revenues in the Proposed Budget to current year revenues, the total increase is \$716,771, 6%. Revenue projections are in line with prior and current year projections. Hospitality Tax collections have improved this past year and are back to normal levels. The Proposed Budget includes a fund balance allocation of \$1,250,956.

The Hospitality Tax Budget is allocated primarily through grants to eligible organizations, debt service payments and a transfer to the General Fund for hospitality tax eligible activities. State law designates use of Hospitality Tax funds for specific purposes. Hospitality Tax eligible uses are determined by State Law. The City and any allocations that the City grants or allocates to other organizations must use the funds in accordance with state law. Grants awarded by the City to external organizations are required to provide supporting documentation that indicates how the funds were used. In addition to State Law regarding specific use of the funds, all allocations must be for a public purpose and meet the City's Hospitality Tax Guidelines.

Line Item Agencies – when the Hospitality Tax fund was established, the City supported various “legacy” groups through regular appropriations. In most cases, the City was involved with the creation of the organization, has some ownership of the assets or has a contractual responsibility for supporting the organization. The Line Item agencies are not guaranteed funding, must submit the requisite documentation and allocations are subject to review each budget year. City Council makes the determination of funding levels. Line item agencies requests for FY 23/24 total \$2,880,000. City Council will take up allocations to Line Item Agencies at an upcoming Budget Workshop.

Hospitality Tax Committee allocations are based upon recommendations of a City Council appointed committee that reviews applications from organizations that are requesting funding. The Committee recommendations are submitted to City Council for final approval. The FY 23/24 Proposed Budget includes \$3,160,000 available for the Committee recommended allocations based on input from City Council's to increase funding at the same level of projected revenue growth which is 6%. We have received 56 applications for FY 23/24 Hospitality Tax Grant Applications and total request of \$4,566,138. Of the 56 applications received, 6 are from new applicants. The HTAX Committee met May 2-4th for interviews.



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City Council Allocations reflect direct allocations by City Council to various organizations and in some cases, allocations that are multi-year commitments. Included with this category are allocations to the Parks & Recreation Foundation for programs and activities, requested in the amount of \$75,000 and for the on-going annual support of the River Alliance for \$26,000. The allocation for River Alliance request for the Hospitality Tax portion is \$26,000. The total funding is \$55,000 which is funded in part through the General Fund budget. Also included in the Proposed Budget are City Council's commitments to various projects and park improvements.

Debt Service reflects allocations for bonds issued on Hospitality Tax revenues. Uses of Hospitality Tax bond proceeds must still meet the same restrictions for use as determined by State Law. Total debt service is \$2,533,493.

Transfer to the General Fund that supports activities of the General Fund that meet requirements of State Law. The total transfer to the General Fund is proposed at \$4,000,000; same as current year levels.

After allocations to the Hospitality Tax Committee, City Council Commitments, Debt Service and the transfer to the General Fund, the amount available for allocation is \$2,276,355.

ACCOMMODATIONS TAX

The FY 23/24 Proposed Accommodations Tax Budget is \$5,093,207; an increase of \$2,433,207 and includes a very large allocation from fund balance through June 30, 2022 and unallocated funds from the current year budget. Revenue collections are projected at \$2,950,000; an increase of \$290,000, 11% over current year budget and is in line with current year projected collections and prior year actual collections. We have included the fund balance in the amount of \$2,143,207 in the proposed budget in anticipation of City Council making future allocations. In addition, State Law requires that revenues must be spent within two years of receipt.

The majority of Accommodations Tax funds are allocated by the Accommodations Tax committee in accordance with State Law and subject to approval by City Council. State law mandates that the first \$25,000 of collections be allocated to the General Fund. In addition, 5% of collections is available for "general use" allocation, which is estimated at \$146,250 which has been adjust to \$227,022 to reflect prior year fund balance. These funds have been used to fund ONEColumbia and other projects.



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The remaining amount available for the Accommodations Tax Committee purposes of Advertising and Promotions (30%) and Tourism Related Expenses (65%) is \$3,738,185 which includes prior fund balance. The Accommodations Tax Committee has met and made recommendations that have been shared with City Council in anticipation of allocations during an upcoming Budget Workshop. Also reflected in the propose budget is \$230,000 towards the commitment to fund public facilities in the Main Street area for tourist and other visitors.

TOURISM DEVELOPMENT FEE

The Tourism and Development Fee, a 3% percent fee to be imposed on hotels, motels and other accommodations in the City is to be dedicated to the purpose of increasing the attraction of and improving the services provided to tourists. FY 23/24 is the first year these funds have been available beyond the allocation to the Convention Center bonds and Experience Columbia.

The FY 23/24 Proposed Budget is \$4,020,000. Debt Service is reflected in the amount of \$1,000,000 for the bond issued for the Finlay Park Revitalization & Construction project. Other intended use is for the City of Columbia Marketing and Promotion initiative in the amount of \$270,000 and Experience Columbia in the amount of \$2,750,000.

LIQUOR PERMIT REBATE

Liquor Permit Rebate Fees are for receipts from the sale of temporary alcohol permits and required by SC State Law to be used for primarily capital improvements to tourism related facilities and historic properties, along with beach nourishment. The City has used these funds primarily for capital projects associated with the City's historic properties that are managed by Historic Columbia Foundation. Projected revenues for FY 23/24 is \$350,000 which is based on prior year collections. The Proposed Budget is \$2,150,000 which reflects the use of fund balance in the amount of \$1,800,000 which is allocated toward major investments at Owens Field.

SPECIAL EVENT FEES

Columbia is fortunate to be home to many events and activities that help attract visitors, promote the City and help contribute to Columbia's vibrant and active community. Periodically, the City reviews all fees to determine whether they are set at levels designed to cover the cost of providing the services related to the fees and in support of achieving City policy goals. User fees support the use of charges and fees as a method of financing government provided goods and services. Government Finance Officers Association (GFOA) best practices state that "when certain services provided especially benefit a particular group, then governments should consider charges and fees on the direct recipients



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of those that receive benefits from such services.” Special events are generally requested by external organizations or individuals and are services that are above the normal course of City services. Columbia Police Department Special Event Unit defines special events as any event that requires police support such as a parade, run/walk, festival, road closure or any other event that may require traffic control and/or security. Special events are typically events that occur (even partially) on City property (streets, sidewalks, parking lots, parks, etc.). With input from City Council, staff has updated proposed rates for various services provided for special events. Once approved, the proposed rates will go into effect on January 1, 2024.

The Proposed Budget represents what we believe to be the resources we need in order to meet the goals established by City Council and to provide quality services to our citizens and customers. We look forward to a continued discussion of priorities and collective direction on the resources, services and programs needed to run, grow and transform our city.



FY 2023-2024

OPERATING BUDGET

SUMMARY BY FUND

- General Fund
- Water & Sewer Fund
- Storm Water Fund
- Parking Fund
- Hospitality Tax Fund revised 6/13/23
- Accommodations (State) Tax Fund revised 6/13/23
- Tourism Development Fee
- Liquor Permit Rebate

**CITY OF COLUMBIA
GENERAL FUND SUMMARY**

	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24	BUDGET INC/(DEC)	% CHANGE
<u>REVENUE CATEGORIES</u>					
GENERAL PROPERTY TAX	\$60,683,732	62,900,974	63,755,845		
LICENSES AND PERMITS	\$40,810,667	42,889,098	43,688,646		
FROM OTHER AGENCIES	\$17,443,848	17,768,326	19,015,017		
CURRENT SERVICE CHARGES	\$16,143,970	16,030,195	17,860,696		
FINES & FORFEITURES	\$207,873	506,500	506,500		
MISCELLANEOUS REVENUE	\$48,615	255,000	255,000		
INTEREST ON INVESTMENT	(\$220,737)	145,415	145,415		
RENTS & SALE OF PROPERTY	\$233,802	1,340,406	1,482,740		
TOTAL REVENUE	135,351,770	141,835,914	146,709,859	4,873,945	3.4%
<u>TRANSFERS IN</u>					
FROM AMERICAN RESCUE PLAN	0	2,000,000	2,000,000		
FROM OTHER FUNDS	787,547	0	0		
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000		
FROM HOSPITALITY TAX	3,700,000	3,700,000	4,000,000		
FROM CAPITAL LEASE PROCEEDS	6,335,529	9,000,000	9,000,000		
FROM PARKING FUND	500,000	500,000	500,000		
FROM WATER & SEWER COST ALLOCATION	4,189,680	4,189,680	4,748,280		
FROM STORM WATER	560,000	560,000	608,174		
FROM UN-APPROPRIATED SURPLUS	0	3,000,000	3,000,000		
TOTAL TRANSFERS IN	16,097,756	22,974,680	23,881,454	906,774	3.9%
TOTAL GENERAL FUND REV & TRANS	151,449,526	164,810,594	170,591,313	5,780,719	3.5%
<u>DEPARTMENTS</u>					
LEGISLATIVE - MAYOR & CITY COUNCIL	699,282	809,228	894,491		
ADMINISTRATION - CITY MANAGER	1,197,323	776,088	783,267		
GOVERNMENTAL AFFAIRS	413,867	496,184	576,686		
ADMINISTRATION - ACM ADMINISTRATIVE SRVCS	0	238,077	247,422		
ADMINISTRATION - ACM DEVELOPMENT	610,287	487,877	396,146		
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	252,358	316,741	312,577		
ADMINISTRATION - ACM OPERATIONS	432,482	503,869	495,925		
HUMAN RESOURCES	1,102,382	1,225,327	1,448,154		
BUDGET & PROGRAM MANAGEMENT OFFICE	397,176	606,689	745,732		
PUBLIC RELATIONS	804,454	890,535	877,062		
OFFICE OF THE CITY CLERK	533,698	285,228	414,666		
LEGAL	1,709,633	2,191,696	2,406,878		
MUNICIPAL COURT	2,550,198	2,846,560	2,892,882		
FINANCE	1,679,882	2,197,148	2,203,934		
HOMELESS SERVICES	1,060,000	1,060,000	1,060,000		
OFFICE OF BUSINESS OPPORTUNITIES	713,977	801,407	707,712		
COMMUNITY DEVELOPMENT	589,436	570,714	560,709		
PLANNING & DEV. SERVICES	3,009,182	3,318,745	3,442,514		
POLICE	44,082,852	48,509,232	49,691,374		
EMERGENCY MANAGEMENT	502,381	576,028	632,468		
911 EMERGENCY COMMUNICATIONS	3,199,007	3,379,499	3,552,513		
FIRE	23,756,270	24,417,902	25,077,652		
PARKS & RECREATION	12,094,876	13,164,236	13,648,572		
PUBLIC WORKS	18,932,818	20,571,985	22,332,476		
GENERAL SERVICES	1,701,311	3,747,634	3,998,773		
INFORMATION TECHNOLOGY	3,859,946	4,358,133	5,200,125		
RESERVE	0	1,480,272	2,044,500		
TOTAL DEPARTMENT	125,885,080	139,827,034	146,645,210	6,818,176	4.9%
<u>NON-DEPARTMENTAL & MISC.</u>					
COMMUNITY PROMOTIONS	0	100,000	0		
CAPITAL LEASE PURCHASE PAYMENT	5,751,527	6,708,108	6,171,814		
RICHLAND COUNTY DETENTION CENTER PER DIEM	417,552	500,000	500,000		
5TH CIRCUIT SOLICITOR'S OFFICE	215,817	215,817	215,817		
RICHLAND COUNTY PUBLIC DEFENDER	225,000	225,000	225,000		
NON-DEPARTMENTAL & MISC.	46,409	40,000	40,000		
TOTAL NON-DEPARTMENTAL	6,675,143	7,788,925	7,152,631	(536,294)	-6.9%
TOTAL EXPENDITURES	132,560,223	147,615,959	153,797,841	6,281,882	4.3%
<u>TRANSFERS OUT</u>					
TO INTERNAL SERVICE FUNDS	2,965,611	2,910,120	2,910,120		
TO DEBT SERVICE	4,598,700	4,095,184	3,616,526		
TO COMPONENT UNIT	1,132,296	1,189,331	1,266,826		
TO CAPITAL REPLACEMENT PROGRAM	1,080,724	9,000,000	9,000,000		
TOTAL TRANSFERS OUT	9,777,331	17,194,635	16,793,472	(301,163)	-1.8%
TOTAL BUDGET	142,337,554	164,810,594	170,591,313	5,780,719	3.5%

CITY OF COLUMBIA
WATER/SEWER OPERATING FUND SUMMARY

	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24	BUDGET INC/(DEC)	% CHANGE
<u>REVENUE</u>					
WATER SALES	108,471,613	111,844,661	126,726,489		
SEWER SALES	64,558,648	65,509,399	67,699,312		
MISCELLANEOUS REVENUE	0	31,222	27,994		
FINES AND FORFEITURES	2,523,905	656,516	1,000,000		
TOTAL OPERATING REVENUES	175,554,166	178,041,798	195,453,795	17,411,997	10%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>					
INTEREST	(1,890,860)	4,277,001	3,775,460		
RENTS & USE OF PROPERTY	518,121	162,332	250,000		
FROM WATER/SEWER IMPROVEMENT	27,514,086	0	0		
CONTRIBUTED CAPITAL	7,147,240	0	0		
TOTAL NON-OPERATING REVENUES	33,288,587	4,439,333	4,025,460	(413,873)	-9%
TOTAL REVENUE & TRANSFERS IN	208,842,753	182,481,131	199,479,255	16,998,124	9%
<u>EXPENDITURES</u>					
ADMINISTRATION	717,808	1,212,547	867,629		
CUSTOMER CARE CENTER	4,720,307	5,796,107	5,996,156		
PUBLIC RELATIONS	0	207,122	199,770		
FINANCE	1,851,816	2,431,008	2,195,021		
FIRE HYDRANT MAINTENANCE	584,855	647,984	650,695		
POLICE - CSO/PUBLIC SAFETY	847,290	1,309,448	1,330,106		
PUBLIC WORKS-STREET REPAIR	796,562	1,357,333	2,124,871		
GENERAL SERVICES PUBLIC BLDGS.	1,983,568	2,588,982	2,739,735		
GIS MANAGEMENT	576,409	765,160	762,797		
UTILITIES	53,978,224	76,872,947	87,583,575		
ENGINEERING	5,922,489	11,238,701	13,301,522		
RESERVE			838,750		
TOTAL OPERATING	71,979,327	104,427,339	118,590,627	14,163,288	14%
ECONOMIC DEV DEPARTMENT	1,091,077	1,267,347	1,445,656		
TOTAL NON-OPERATING DEPARTMENTS	1,091,077	1,267,347	1,445,656	178,309	14%
DEPRECIATION					
DEBT SERVICE	35,616,985	48,398,660	49,524,658		
ECONOMIC DEV SPECIAL PROJECTS	103,500	128,500	128,500		
TECHNOLOGY REPLACEMENTS	736,021	500,000	250,000		
NON-DEPARTMENTAL		35,000	35,000		
OPERATING RESERVE		4,584,605	2,806,534		
TOTAL NON-DEPARTMENTAL OPERATING	36,456,507	53,646,765	52,744,692	(902,073)	-2%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,748,280		
TO WATER/SEWER CAPITAL IMP.	27,514,086	16,000,000	19,000,000		
TO INTERNAL SERVICE FUNDS	4,011,744	2,950,000	2,950,000		
TOTAL TRANSFERS	35,715,510	23,139,680	26,698,280	3,558,600	15%
TOTAL	145,242,421	182,481,131	199,479,255	16,998,124	9%

CITY OF COLUMBIA
STORM WATER OPERATING SUMMARY

	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24	BUDGET INC/(DEC)	% CHANGE
<u>REVENUE</u>					
<u>Operating Revenue</u>					
STORM WATER FEE	17,243,189	15,750,000	17,303,916		
STORM WATER REVIEW	21,677	15,000	15,000		
STORM WATER INSPECTIONS	900	5,000	5,000		
TOTAL OPERATING REVENUES	17,265,766	15,770,000	17,323,916	1,553,916	10%
<u>Non-operating Revenue & Transfers</u>					
INTEREST & USE OF PROPERTY	(402,808)	351,055	932,846		
TOTAL NON-OPERATING REVENUES	(402,808)	351,055	932,846	581,791	166%
TOTAL REVENUES & TRANSFERS IN	16,862,958	16,121,055	18,256,762	2,135,707	13%
<u>EXPENDITURES</u>					
<u>DEPARTMENTS</u>					
ENGINEERING	2,022,619	3,213,428	3,280,265		
PUBLIC WORKS	2,424,739	4,515,642	4,843,424		
RESERVE			91,211		
TOTAL DEPARTMENTS	4,447,357	7,729,070	8,214,900	485,830	6%
<u>NON-DEPARTMENTAL EXPENSES</u>					
DEBT SERVICE	-29,997	2,489,600	2,493,600		
TOTAL NON-DEPARTMENTAL	-29,797	2,489,600	2,493,600	4,000	0%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000	560,000	608,174		
TO STORM WATER CAPITAL PROJECTS	4,982,754	5,222,385	6,780,088		
TO INTERNAL SERVICE FUNDS	124,208	120,000	160,000		
TOTAL OTHER	5,666,962	5,902,385	7,548,262	1,645,877	28%
TOTAL BUDGET	10,084,522	16,121,055	18,256,762	2,135,707	13%

CITY OF COLUMBIA
PARKING OPERATING FUND SUMMARY

	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24	DIFF. FM BUDGET	% CHANGE
<u>OPERATING REVENUES</u>					
STREET PARKING METERS	2,966,662	3,255,774	3,100,000		
PARKING GARAGES	3,449,475	3,283,000	3,894,000		
PARKING LOTS	416,051	470,974	782,800		
MISCELLANEOUS REVENUE	31,128	88,800	67,000		
VALIDATIONS	119,888	15,000	200,000		
IN-OUT PARKING	56,675	60,000	115,000		
PARKING METER BAG FEE	115,647	72,000	130,000		
NON-MOVING VIOLATIONS	1,421,957	1,833,700	1,916,000		
TOTAL REVENUE	8,577,483	9,079,248	10,204,800	1,125,552	12.4%
<u>NON-OPERATING & TRANSFERS IN</u>					
INTEREST REVENUE	(54,769)	50,674	137,000		
RENTS & USE OF PROPERTY	111,405	108,780	115,500		
FROM OTHER FUNDS	14,455	0	0	-	
FROM FUND BALANCE	0	1,000,000	1,000,000		
TOTAL NON-OPERATING & TRANSFERS	71,091	1,159,454	1,252,500	93,046	8.0%
TOTAL REVENUES & TRANSFERS IN	8,648,574	10,238,702	11,457,300	1,218,598	11.9%
<u>EXPENDITURES</u>					
<u>Operating Departments</u>					
FINANCE - PARKING PAYMENT SERVICES	121,724	105,876	109,551		
PARKING OPERATIONS	2,811,773	3,234,181	3,425,438		
PARKING FACILITIES	1,145,246	1,796,075	1,843,395		
PUBLIC WORKS	60,963	100,556	81,800		
RESERVE	0	0	90,305		
TOTAL OPERATING DEPARTMENTS	4,139,706	5,236,688	5,550,489	313,801	6.0%
<u>Non-Departmental</u>					
DEPRECIATION	1,542,062	0	0	-	
DEBT SERVICE	1,441,464	3,060,014	3,064,243		
NON-DEPARTMENTAL/MISC.	0	5,000	5,000		
BAD DEBT / YEAR END ACCRUALS	40,574	0	0		
TOTAL NON-DEPARTMENTAL	3,024,100	3,065,014	3,069,243	4,229	0.1%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	500,000	500,000	500,000		
TO CAPITAL IMPROVEMENTS	15,969,449	1,000,000	1,900,568		
TO INTERNAL SERVICES	389,613	437,000	437,000		
TOTAL TRANSFERS	16,859,061	1,937,000	2,837,568	900,568	46.5%
TOTAL BUDGET	24,022,868	10,238,702	11,457,300	1,218,598	11.9%

**CITY OF COLUMBIA
HOSPITALITY TAX SUMMARY**

updated 6/13/2023

	ACTUAL FY 21/22	AMENDED BUDGET FY 22/23	PROPOSED FY 23/24	BUDGET INC/(DEC)	% CHANGE
<u>REVENUES</u>					
HOSPITALITY TAX	13,409,068	12,681,189	13,409,068		
FINES & LATE FEES	93,755	54,000	80,000		
INTEREST	(37,819)	37,108	-		
TOTAL REVENUES	13,465,004	12,772,297	13,489,068	716,771	6%
<u>TRANSFERS IN & OTHER FINANCING</u>					
FM FUND BALANCE		4,773,218	1,250,956	(3,522,262)	-74%
TOTAL REVENUE & TRANSFERS IN	13,465,004	17,545,515	14,740,024	(2,805,491)	-16%
<u>EXPENDITURES</u>					
HOSPITALITY TAX COMMITTEE ALLOCATIONS		3,000,000	3,188,000	188,000	6%
PRIOR YEAR CARRYFORWARDS		473,218			
LINE ITEM AGENCIES	2,218,696	2,816,888			
COLUMBIA MUSEUM OF ART	700,000	800,000	850,000		
CMA CAPITAL PROJECT		300,000	-		
COLUMBIA MUSIC FESTIVAL ASSOC.	250,000	255,000	255,000		
EdVENTURE	300,000	400,000	450,000		
FAMOUSLY HOT NEW YEARS	15,000				
HISTORIC COLUMBIA FOUNDATION	600,000	703,000	750,000		
HCF COLUMBIA 63 OUR STORY MATTERS	175,000	175,000	175,000		
ONE COLUMBIA	83,888	83,888	100,000		
SC PHILHARMONIC	94,808	100,000	100,000		
LINE ITEM AGENCIES	2,218,696	2,816,888	2,680,000		
OTHER ALLOCATIONS	2,099,580				
CITY CENTER PARTNERSHIP			100,000		
PARKS & RECREATION FOUNDATION	9,415	65,000	65,000		
COLUMBIA STREAMS ART		200,000			
PUBLIC ART PROJECT			100,000		
NEW YEARS FIREWORKS CELEBRATION			15,000		
RIVER ALLIANCE	26,000	26,000	26,000		
ALLOCATIONS	2,144,995	291,000	306,000		
SPECIAL PROJECTS					
FIVE POINTS FOUNTAIN	250,000				
MARKETING & PROMOTIONS			385,000		
RESERVE FOR FUTURE ALLOCATION		430,266			
	250,000	430,266	385,000		
<u>TRANSFERS OUT</u>					
TO GEN. FUND	3,700,000	4,000,000	4,000,000		
TO DEBT SERVICE	2,681,100	2,534,143	2,533,493		
TO CAPITAL PROJECTS	1,500,000	4,000,000	1,647,531		
TOTAL TRANSFERS OUT	7,881,100	10,534,143	8,181,024	(2,353,119)	-22%
TOTAL BUDGET	12,494,791	17,545,515	14,740,024	(2,805,491)	-16%

CITY OF COLUMBIA
ACCOMMODATIONS TAX
STATE ACCOMMODATIONS TAX

updated 6/13/2023

	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24	DIFF. FM BUDGET	% CHANGE
<u>REVENUES</u>					
ACCOMMODATIONS TAX	3,083,993	2,660,000	2,950,000		
INTEREST EARNINGS	(2,927)		0		
TOTAL REVENUES	3,081,066	2,660,000	2,950,000	290,000	10.9%
<u>TRANSFERS IN</u>					
FROM FUND BALANCE			2,143,207		
TOTAL REVENUE & TRANSFERS IN	3,081,066	2,660,000	5,093,207	2,433,207	91.5%
<u>EXPENDITURES</u>					
ACCOMMODATIONS TAX ALLOCATIONS					
CONVENTION & VISITORS BUREAU	1,492,711	1,600,000	2,300,000		
LAKE MURRAY TOURISM	263,429	375,487	400,000		
RESERVE FOR FUTURE ALLOCATION		527,763	1,011,797		
TOURISM RELATED - 65%					
ADVERTISING & PROMOTION - 30%					
COMMITTEE ALLOCATIONS (60%/35%)	1,756,140	2,503,250	3,711,797	1,208,547	48.3%
SPECIAL PROJECTS - PUBLIC FACILITIES			230,000		
5% GENERAL PURPOSE		81,750	253,410		
INSPIRE REAL CHANGE	2,104				
ONCOLUMBIA	52,353				
COMMUNITY PROMOTIONS	36,000	40,000			
GENERAL ALLOCATIONS (5%)	96,300	131,750	253,410	121,660	92.3%
TOTAL EXPENSES	1,852,440	2,635,000	4,195,207	1,560,207	59.2%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	25,000	25,000	25,000		
TO DEBT SERVICE			873,000		
TOTAL OTHER FUNDS	25,000	25,000	898,000	873,000	3492.0%
TOTAL BUDGET	1,877,440	2,660,000	5,093,207	2,433,207	91.5%

CITY OF COLUMBIA
TOURISM DEVELOPMENT FEE
(LOCAL ACCOMMODATIONS TAX)

		PROPOSED FY 23/24
	<u>REVENUE</u>	
Tourism Development Fee		4,020,000
		<u>4,020,000</u>
	<u>EXPENDITURES</u>	
Marketing & Promotions		270,000
Convention Center		2,750,000
		<u>3,020,000</u>
	<u>TRANSERS AND OTHER USES</u>	
Debt Service		1,000,000
	<u>TOTAL</u>	<u>4,020,000</u>

**CITY OF COLUMBIA
LIQUOR PERMIT REBATE**

	BUDGET FY 22/23	PROPOSED FY 23/23
<u>REVENUES</u>		
LIQUOR R REBATE	350,000	350,000
INTEREST INCOME		
TOTAL REVENUES	350,000	350,000
<u>TRANSFERS IN</u>		
FM FUND BALANCE	50,000	1,800,000
TOTAL REVENUE & TRANSFERS IN	400,000	2,150,000
<u>EXPENDITURES</u>		
HISTORIC PROPERTY /PROJECT ROYAL	400,000	
RESERVE FOR FUTURE ALLOCATION		350,000
TOTAL EXPENSES	400,000	350,000
<u>TRANSFERS OUT</u>		
TO CAPITAL PROJECTS		1,800,000
TOTAL OTHER FUNDS	-	1,800,000
TOTAL BUDGET	400,000	2,150,000



FY 2023-2024

PROPOSED CAPITAL IMPROVEMENT PROGRAM

- Water CIP
- Wastewater CIP
- Storm Water CIP
- Parking CIP
- Special Revenue Funded Projects

FY23-24 Proposed Water CIP			
Project Number	Project Name	Improvement Type	FY23-24 Plan
WM4323	Unforeseen Projects	Other	\$ 2,850,000
WM4701	AMI Meter Changeouts	Other	\$ 2,500,000
WMXXXX	Fire Hydrant Replacements	Other	\$ 1,500,000
			\$ 6,850,000
WM3358	Pay Difference Agreements Various Subdivisions (Annual)	System Expansion	\$ 200,000
			\$ 200,000
WMXXXX	Lake Murray & Canal WTP - Sedimentation Basin Rehabilitation	Water Plant	\$ 4,000,000
WM4374	Columbia Canal Head Gates Repair Services	Water Plant	\$ 2,400,000
			\$ 6,400,000
WM3001	Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	\$ 2,850,000
WM307702	Sumter Street (Cottontown Area) Water System Imp	Water Quality	\$ 2,700,000
WM3925	Rosewood Area Waterline Replacement	Water Quality	\$ 6,300,000
WM4733	Forest Acres Water Quality Improvements	Water Quality	\$ 3,000,000
WM4746	PFAS - Preliminary Professional Services	Water Quality	\$ 200,000
			\$ 15,050,000
	WATER CIP		\$ 28,500,000
FY23-24 Proposed Wastewater CIP			
Project Number	Project Name	Improvement Type	FY23-24 Plan
SS7555	Lower Crane Creek Relief Sewer Phase 2 (rehab version)	Capacity	\$ 1,000,000
SS7560	Lower Crane Creek Storage Facility and Pump Station	Capacity	\$ 19,500,000
SS7565	Lower Kinley Creek Sewer Improvements	Capacity	\$ 10,900,000
SS7568	Saluda River FM Extension	Capacity	\$ 4,000,000
SSxxxx	New North Columbia PS and Force Main Phase 1	Capacity	\$ 3,000,000
			\$ 38,400,000
SS7236	CD Program Management	Other	\$ 4,000,000
SS7286	CE Projects not yet Defined	Other	\$ 2,000,000
SS7288	Unforeseen & Miscellaneous Projects	Other	\$ 2,000,000
			\$ 8,000,000
SS6786	Annual Gravity Sewer MH Lining and Replacement	Rehab	\$ 600,000
SS6966	Annual Rehab on lines less than 15"	Rehab	\$ 3,500,000
SS7287	Identification of future SSES areas and Implementation	Rehab	\$ 1,000,000
SS7615	Broad River PS Miscellaneous Improvements	Rehab	\$ 8,000,000
			\$ 13,100,000
SS7561	Sewer Utility Relocation	Utility Relocation	\$ 1,000,000
			\$ 1,000,000
SS7484	Thickening & Dewatering Improvements (Biosolids Master Plan Improvements)	WWTP	\$ 2,000,000
SS7622	Miscellaneous WWTP Improvements	WWTP	\$ 2,000,000
			\$ 4,000,000
	WASTEWATER CIP		\$ 64,500,000
	TOTAL WATER & WASTEWATER CIP - YEAR 1		\$ 93,000,000

FY23-24 Proposed Stormwater Capital Improvement Program

Project Number	Project Name	Type of Improvement	FY23-24 Proposed (Year 1)
SD849401	Cardross Lane Outfall Stabilization	Erosion Improvement	\$ 300,000
			\$ 300,000
SD843801	800 King and Queen St from Lee to Preston [Future]	Flood Reduction	\$ 1,300,000
SD849801	Louisa Street Wetland/Walkway	Flood Reduction	\$ 1,500,000
SD850301	Rocky Branch Detention / Watershed Improvements / Bypass Feasibility Study	Flood Reduction	\$ 3,000,000
			\$ 5,800,000
SD839824	SD Projects Not Defined	Miscellaneous	\$ 1,500,000
			\$ 1,500,000
SD845001	Project Management-Bond Projects	Program Management	\$ 1,500,000
			\$ 1,500,000
SD847301	Belvedere Stream Restoration	Stream Restoration	\$ 4,000,000
			\$ 4,000,000
			\$ 13,100,000

FY 23-24 Proposed Parking Capital Improvement Program	
Project / Deck	FY 23/24 Proposed
Arsenal Hill	\$200,000
Lady	\$221,022
Sumter St	\$475,100
Taylor St	\$559,888
Washington St	\$444,557
Total	\$1,900,568

FY 23-24 SPECIAL REVENUE FUNDED PROJECTS	PROPOSED BUDGET	FUNDING SOURCE
Park Improvements		
- Owens Field site improvements and park enhancements	\$1,800,000	FY 23/24 Liquor Permit Rebate
- Hampton Park playground equipment	\$150,000	FY 23/24 Hospitality Tax
- Greenview Park/Columbia Tennis Center	\$634,176	FY 23/24 Hospitality Tax
- Melrose Park	\$275,000	FY 23/24 Hospitality Tax
 Bollards – protective barriers	 \$1,000,000	 FY 23/24 Hospitality Tax
Total All Funds	\$3,859,176	



FY 2023-2024

REVENUE DETAIL

BUDGET BY FUND

- General Fund
- Water & Sewer Fund
- Stormwater Fund
- Parking Fund

**CITY OF COLUMBIA GENERAL FUND
REVENUES BY FUND**

OBJ CODE	GENERAL FUND	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24
GENERAL PROPERTY TAX				
411100	PROPERTY TAX-CURRENT YEAR	28,506,191	33,593,664	61,926,281
411180	PROPERTY TAX-MOTOR VEHICLE RC	2,726,317	2,427,787	
411300	COUNTY MUNICIPAL REV (LOST)	9,546,197	7,555,673	
411310	LOCAL OPTION SALES TAX (LOST)	15,505,734	14,737,349	
412100	REAL EST TAX-LEX CTY-CURRENT	2,396,200	2,697,204	
412200	REAL EST TAX-LEX CTY-PRIOR	117,543	38,810	
414100	PERSONAL PROP TAX LEX CTY-CUR	22,704	20,923	
416000	HOMESTEAD EXEMPTION	1,115,381	1,096,450	1,096,450
418000	MERCHANTS INVENTORY TAX	702,954	702,954	702,954
418100	MANUFACTURERS REIMBURSEMENT	44,511	30,000	30,000
9	SUBTOTAL	60,683,732	62,900,974	63,755,845
LICENSES AND PERMITS				
421100	BUSINESS LICENSE	10,449,353	12,253,560	12,253,560
421110	BUSINESS LICENSE - TELECOMMUNICATIONS	664,615	721,913	721,913
421120	BUSINESS LICENSE- INSURANCE	14,771,424	15,368,649	15,368,649
421300	PENALTIES BUS LIC	404,918	1,009,038	1,009,038
421600	FRANCHISE FEES - BUSINESS LIC	11,401,049	11,525,001	12,324,549
421910	ARTS & CRAFTS PERMITS	1,150	2,000	2,000
421930	EXTENDED OPERATING HOURS PERMIT	100	160	160
421940	BUS LICENSE CONTRACTOR DECAL	22,990	22,609	22,609
421950	GROUP EVENT LICENSE/PERMITS	5,200	4,000	4,000
421960	BUSKER PERMITS	1,580	518	518
422100	BUILDING PERMITS	2,626,266	1,625,000	1,625,000
422200	ELECTRICAL PERMITS	56,393	42,950	42,950
422300	PLUMBING PERMITS	21,251	15,500	15,500
422400	GAS PERMITS	5,887	4,200	4,200
422500	SIGN PERMITS	17,922	19,250	19,250
422600	HEAT PERMITS	50,923	45,000	45,000
422700	ZONING PERMITS	63,158	56,750	56,750
422800	RENTAL PROPERTY REGISTRATION	137,192	85,000	85,000
422900	VACANT BUILDING PERMIT	10,055	3,000	3,000
423100	PET LICENSES	41,246	45,000	45,000
424100	CHAUFFEUR LICENSE	3,371		
425100	OTHER MISC. BUSINESS	54,624	40,000	40,000
9	SUBTOTAL	40,810,667	42,889,098	43,688,646
INTERGOVERNMENTAL REVENUES				
431200	STATE SHARED REVENUE	2,294,973	3,202,110	3,202,110
431400	LOCAL ASSESSMENT TNC ACT	146,893	75,000	75,000
431700	911 SURCHARGE - RC		125,000	125,000
431990	SC MOTOR FUEL TAX REIMBURSEMENT	10,914	5,000	5,000
432000	SRO SERVICES	709,292	631,785	631,785
432180	STATE INTERGOVERNMENTAL REV	8,557	15,000	15,000
433250	SCDHPT SIGNAL MAINT	379,428	217,350	217,350
434300	FIRE REBATE RICHLAND COUNTY	13,824,680	13,497,081	14,743,772
438200	OTHER GOVERNMENTAL REVENUE	66,925		
9	SUBTOTAL	17,443,848	17,768,326	19,015,017

**CITY OF COLUMBIA GENERAL FUND
REVENUES BY FUND**

OBJ CODE	GENERAL FUND	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24
CURRENT SERVICE CHARGES/FEES				
441100	TRADE PUBLICATION RENEWALS	5,060	55	55
441200	ELECTION FILING FEES	9,300	5,000	5,000
441300	RETURN CHECK SERVICE CHARGES	546	500	500
441550	DUPLICATED BUSINESS LICENSES	190	250	250
442110	COMPOST SALES	8,223	8,000	8,000
442120	RECYCLING SALES	20,152	10,000	10,000
442140	SOLID WASTE DISPOSAL FEES	33,635	27,000	27,000
442152	COMMERCIAL BULK DISPOSAL	2,012	1,000	1,000
442154	COMMERCIAL ROLL CART DISPOSAL	55,282	50,000	50,000
442160	RECYCLING BINS W/WHEELS	2,510	2,500	2,500
442163	ELEEMOSYNARY ROLL CART COL	37,426	30,000	30,000
442164	ELEEMOSYNARY ROLL CART DISP	9,364	7,500	7,500
442165	ELEEMOSYNARY HOMEOWNER DISP/COL	6,521	6,000	6,000
442166	ELEEMOSYNARY HOMEOWNER DIS	1,616	1,000	1,000
442172	SIX NIGHT SERVICE COLL & DIS.	28,901	20,000	20,000
442180	BANNER HANGING FEES	1,300	4,000	4,000
442210	TREE DIV LOT CLEARANCE	10,022	8,000	8,000
442310	ANIMAL SHELTER FEES	94,691	115,000	115,000
442320	RICHLAND COUNTY ANIMAL SHELTER FEES	330,544	450,000	450,000
443200	HYDRANT FEES	14,830,501	14,500,000	16,330,501
443300	POLICE ACCIDENT REPORT	32,846	30,000	30,000
443320	POLICE FINGERPRINT FEES	135	5,285	5,285
443400	REIMBURSEMENT POLICE SERVICES	44,846	37,420	37,420
443420	REIMBURSEMENT PW	27,727	4,000	4,000
443430	REIMBURSE FIRE SPECIAL EVENT	11,220	10,000	10,000
443350	RECORD COPIES	6,017	2,585	2,585
443460	REIMBURSEMENT POLICE OT	625	4,300	4,300
443500	FIRE FALSE ALARM CHARGES	(851)	4,000	4,000
444110	MAXCY GREGG POOL	28,699	32,000	32,000
444130	GREENVIEW POOL ADMISSION	52,726	59,000	59,000
444180	RECREATION ATHLETICS	41,834	35,000	35,000
444210	TENNIS COURT FEES	32,570	35,000	35,000
444260	GOLF CENTER	17,922	25,000	25,000
444262	DREW WELLNESS MEMBERSHIP	123,253	265,000	265,000
444263	DREW WELLNESS DAILY	32,055	35,000	35,000
444266	DREW WELLNESS AQUATICS CLASS		5,000	5,000
444267	DREW WELLNESS - PERSONAL TRAINING	2,680		
444270	COMMUNITY GARDENS	1,286	800	800
444600	OTHER PARKS REVENUE	57,893	50,000	50,000
449700	CPS REIMBURSEMENT	138,771	145,000	145,000
9	SUBTOTAL	16,143,970	16,030,195	17,860,696
FINES AND FORFEITURES				
451100	COURT FINES	206,847	500,000	500,000
451500	BOND ESTREATMENTS		3,000	3,000
452200	MISCELLANEOUS FINES/FEES	555		
452800	LATE FEES	(6)	3,500	3,500
9	SUBTOTAL	207,873	506,500	506,500
SPECIAL EVENTS				
472200	VETERANS DAY PARADE	240		
472300	P&R SENIOR PROGRAMS	4,406	10,000	10,000
9	SUBTOTAL	4,646	10,000	10,000

**CITY OF COLUMBIA GENERAL FUND
REVENUES BY FUND**

OBJ CODE	GENERAL FUND	ACTUAL FY 21/22	BUDGET FY 22/23	PROPOSED FY 23/24
MISCELLANEOUS REVENUE				
481100	MISCELLANEOUS REVENUE	12,792	125,000	125,000
481500	REIMBURSEMENT PROPERTY DAMAGE	31,494	100,000	100,000
482150	AUCTION SALES-GOVT'L NON-ASSET	4,657	20,000	20,000
9	SUBTOTAL	43,189	245,000	245,000
INTEREST REVENUE				
511100	INTEREST ON INVEST-GEN FUND	138,581	138,468	138,468
512100	INTEREST ON CD's & CHECKING	77,343	6,947	6,947
513750	UNREALIZED GAIN/LOSS INVESTMENT	(508,614)		
514120	INTEREST INCOME	71,953		
9	SUBTOTAL	(220,737)	145,415	145,415
SALE OF PROPERTY				
521100	SALE OF PROPERTY	219,902	200,000	200,000
9	SUBTOTAL	219,902	200,000	200,000
RENTS & ROYALTIES				
531100	RENT BILLBOARDS	8,500	6,000	6,000
531410	RENT EAU ATM	5,400	5,400	5,400
532400	RENT 1219 LAUREL ST	-	9,000	9,000
53	RENT 1401 MAIN STREET		1,120,006	1,262,340
9	SUBTOTAL	13,900	1,140,406	1,282,740
TOTAL REVENUE		135,351,770	141,835,914	146,709,859
TRANSFERS FROM OTHER SOURCES				
541102	FROM GENERAL FUND - SPECIAL			
541203	FROM ACCOMMODATIONS TAX	25,000	25,000	25,000
541212	FROM HOSPITALITY TAX	3,700,000	3,700,000	4,000,000
541253	FROM FEMA	258,250		
541266	FROM US TREASURY		2,000,000	2,000,000
541404	FROM BOND/LEASE PROCEEDS	6,335,529	9,000,000	9,000,000
541531	FROM PARKING OPERATING FUND	500,000	500,000	500,000
541551	FROM W/S OPERATING FUND	4,189,680	4,189,680	4,748,280
541553	FROM STORM WATER	560,000	560,000	608,174
551000	UNAPPROPRIATED SURPLUS TRANS		3,000,000	3,000,000
9	SUBTOTAL	15,568,459	22,974,680	23,881,454
5621000	PEBA REIMBURSEMENT	529,297		
TOTAL GENERAL FUND REV. & TRANSFERS		151,449,526	164,810,594	170,591,313

**CITY OF COLUMBIA WATER & SEWER OPERATING
REVENUES BY FUND**

WATER/SEWER OPERATING		ACTUALS FY 21/22	BUDGET FY 22/23	PROJECTED FY 23/24
441300	RETURN CHECK SERVICE CHARGE	68,965	68,514	68,514
442120	RECYCLING SALES	6,023	1,631	5,000
446100	WATER SALES	103,860,181	108,404,000	122,856,300
446200	CUT-ON & REPLACEMENT FEES	540,591	536,309	536,309
446300	WATER MAIN-TAP FEES	-	57,336	57,336
446400	METER INSTALLATION FEES	3,252,300	2,142,263	2,500,000
446500	NEW ACCOUNT FEE	711,133	631,578	700,000
446520	CROSS CONNECTION INSPECTION FEE	32,420	3,030	3,030
9	TOTAL WATER SALES	108,471,613	111,844,661	126,726,489
447110	SEWER SERVICE CHARGES	61,465,169	65,075,088	66,945,912
447130	SEWER SERVICE-WEST COLUMBIA	937,207		
447150	SEWER CONNECTION FEE	680,617	181,805	250,000
447160	SEWER SVC CHGS NI AMERICA	574,460		
447210	WASTEWATER SURCHARGE	257,569		
447220	SEPTAGE DUMPING PERMIT FEES	641,026	252,506	500,000
447230	INDUSTRIAL PRE-TREAT. PERMIT FEE	2,600		3,400
9	TOTAL SEWER SALES	64,558,648	65,509,399	67,699,312
9	TOTAL CHARGES FOR SERVICES	173,030,261	177,354,160	194,425,801
FINES AND FORFEITURES				
452800	LATE FEE-WATER	2,523,905	656,516	1,000,000
9	TOTAL FINES & FORFEITURES	2,523,905	656,516	1,000,000
MISCELLANEOUS REVENUES				
481100	UNCLASSIFIED MISC REV		3,128	
481500	REIMBURSEMENT PROPERTY DAMAGE		27,994	27,994
9	TOTAL MISCELLANEOUS REVENUES		31,122	27,994
INTEREST ON INVESTMENT				
511100	INTEREST ON INVESTMENT GEN	1,594,651	1,113,360	756,943
512100	INTEREST INCOME-CHECKING	569,490	346,843	346,843
513750	UNREALIZED GAIN/LOSS INVESTMENTS	(4,120,846)		
514120	INTEREST INCOME	65,845	2,816,798	2,671,674
9	TOTAL INTEREST ON INVEST	(1,890,860)	4,277,001	3,775,460
PROPERTY & RENTS				
521200	GAIN ON SALE OF PROPERTY	301,374		
531000	RENT - CELL TOWER	214,247	162,332	250,000
531110	RENT OLD BOY PROPERTIED	2,500		
	TOTAL SALE OF PROPERTY & RENT	518,121	162,332	250,000
	WATER/SEWER OPERATING REV TOTAL	174,181,427	182,481,131	199,479,255

**CITY OF COLUMBIA STORM WATER OPERATING FUND
REVENUES BY FUND**

ACCOUNT		ACTUALS FY 21/22	BUDGET FY 22/23	PROJECTED FY 23/24
	CHARGES FOR SERVICES			
445100	STORM WATER FEES	17,243,189	15,750,000	17,303,916
445200	REVIEW	21,677	15,000	15,000
445300	INSPECTIONS	900	5,000	5,000
	TOTAL CHARGES FOR SERVICES	17,265,766	15,770,000	17,323,916
454800	UNIFORM ORDINANCE	600		
511100	INTEREST ON INVESTMENTS	356,972	351,055	932,846
512100	INTEREST ON CDs & CHECKING	125,919		
513750	UNREALIZED GAIN/LOSS	(887,042)		
	TOTAL REVENUES	(402,808)	351,055	932,846
562100	PEBA	21,443		
9	FUND TOTAL	16,884,401	16,121,055	18,256,762

**CITY OF COLUMBIA PARKING OPERATING FUND
REVENUES BY FUND**

		ACTUALS FY 21-22	BUDGET FY 22/23	PROJECTED FY 23/24
	PARKING OPERATING FUND			
448120	STREET PARKING METERS	2,966,662	3,255,774	3,100,000
448210	TAYLOR ST. GARAGE	144,952	144,000	144,000
448220	WASHINGTON ST. GARAGE	149,382	180,000	160,000
448230	SUMTER ST. GARAGE	646,575	580,000	700,000
448240	LADY ST. GARAGE	1,122,417	1,000,000	1,300,000
448251	SABAL STREET DECK		30,000	85,000
448252	FREED STREET DECK		30,000	10,000
448280	PARK ST. GARAGE	590,052	480,000	580,000
448290	LADY/LINCOLN ST. GARAGE	316,609	375,000	450,000
448340	PJ CANNON GARAGE	396,194	360,000	390,000
448350	ARSENAL HILL GARAGE	7,786	14,000	
	TOTAL GARAGES	3,373,967	3,193,000	3,819,000
448270	PARKING LOT - CATAWBA LOT	3,747	2,400	8,000
448211	Lot-1700 SUMTER	75,508	90,000	75,000
448271	LOT-2024 DEVINE ST	9,128	12,000	2,000
448281	Lot-Convention Center	37,136	10,000	75,000
448320	SPECIAL EVENT PARKING - PARK ST	214,669	270,474	475,000
448323	Special Event Lincoln Street	1,200	1,000	2,000
448324	Special Event Sumter Street	2,100	1,000	1,000
448325	Special Event PJ Cannon	320	1,000	1,000
448330	BLANDING ST. LOT	10,313	22,000	10,800
448331	LOT-727 HARDEN	24,890	20,000	30,000
448332	LOT-800 PAVILION	345	2,500	1,000
448334	LOT-2126 DEVINE	3,105	3,600	2,000
448335	LOT-1429 PARK	70,257	75,000	125,000
448336	LOT-1127 WASHINGTON	7,069		50,000
448351	SPECIAL EVENT - SABAL		25,000	
448352	SPECIAL EVENT - FREED	31,772	25,000	
	TOTAL PARKING LOTS	491,559	560,974	857,800
442700	REIMB OUTSIDE PURCH - NON-GOVT			
448370	IN-OUT PARKING	56,675	60,000	115,000
448420	MISC. CHARGES FOR SERVICES		1,000	22,000
448421	LOADING ZONE PERMITS	498	800	3,000
448422	HOMEOWNER/TENANT TAG	7,895	12,000	14,000
448423	PARKING TAG REPLACEMENT FEE	22,735	15,000	28,000
448600	PARKING VALIDATIONS	119,888	75,000	200,000
448700	PARKING METER BAG FEE	115,647	72,000	130,000
	TOTAL MISC. CHARGES FOR SERVICES	323,338	235,800	512,000
451300	NON-MOVING VIOLATIONS	1,403,186	1,800,000	1,900,000
452800	LATE FEES	18,771	33,700	16,000
	9 Fines and Forfeitures	1,421,957	1,833,700	1,916,000
485310	CASH OVER/SHORT COLLECTIONS	818		100
483310	SCANA-INCENTIVE LIGHTING	4,172		
	TOTAL MISC. REVENUE	4,990	0	100
511100	INTEREST ON INVESTMENT GEN FUND	40,663	50,674	137,000
512100	INTEREST ON CD's & CHECKING	19,479		
513750	UNREALIZED GAIN/LOSS INVESTMENT	(114,911)		
	TOTAL INTEREST REVENUES	(54,769)	50,674	137,000
531741	RENT - OFFICES AT PARK GARAGE	61,005	58,380	63,000
532000	RENT - MISC.	50,400	50,400	52,500
	TOTAL FOR RENT	111,405	108,780	115,500
551000	UNAPPROPRIATED SURPLUS TRANSFER		1,000,000	1,000,000
562100	PEBA REIMBURSEMENT	14,455		
	TOTAL PARKING OPERATING FUND	8,653,564	10,238,702	11,457,400



FY 2023-2024

DETAILED OPERATING

BUDGET BY FUND

- **General Fund**

- General Government
- Municipal Court
- Finance
- Economic & Community Development
- Homeless Services
- Planning & Development Services
- Police Department
- Emergency Management
- 911 Emergency Communications Center
- Fire Department
- Parks & Recreation
- Public Works
- General Services
- Information Technology

- **Water & Sewer Fund**

- General Government
- Finance
- Community Economic Development
- Public Safety
- Public Works
- General Services
- Information Technology
- Engineering
- Utilities

- **Stormwater Fund**

- Engineering
- Public Works

- **Parking Fund**

- Finance
- Public Works
- General Services
- Parking Operations

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
GENERAL FUND 101				
1100	1100 GENERAL GOVERNMENT			
	1101 LEGISLATIVE			
	Personnel Services	446,893	596,873	584,936
	Operating Expenses	28,031	24,855	36,555
	Service Expenses	224,357	187,500	273,000
	Capital Expenses			
	TOTAL	699,282	809,228	894,491
	1102 CITY MANAGER			
	Personnel Service	927,653	673,758	666,887
	Operating Expenses	51,961	42,280	48,630
	Service Expenses	217,710	60,050	67,750
	Capital Expenses			
	TOTAL	1,197,323	776,088	783,267
	1103 GOVERNMENTAL AFFAIRS			
	Personnel Service	106,702	104,764	106,566
	Operating Expenses	12,974	19,600	19,600
	Service Expenses	294,191	371,820	450,520
	Capital Expenses			
	TOTAL	413,867	496,184	576,686
	1104 ASSISTANT CITY MANAGER ADMINISTRATIVE SERVICES			
	Personnel Service		195,277	191,372
	Operating Expenses		12,800	12,800
	Service Expenses		30,000	43,250
	Capital Expenses			
	TOTAL	0	238,077	247,422
	1107 - ASSISTANT CITY MANAGER DEVELOPMENT			
	Personnel Service	511,631	421,557	329,826
	Operating Expenses	13,316	7,320	7,320
	Service Expenses	85,340	59,000	59,000
	Capital Expenses			
	TOTAL	610,287	487,877	396,146
	1110 ACM / CFO - FINANCIAL SRVCS			
	Personnel Service	206,298	208,241	204,077
	Operating Expenses	5,060	3,500	3,500
	Service Expenses	41,000	105,000	105,000
	Capital Expenses			
	TOTAL	252,358	316,741	312,577
	1111 ASSISTANT CITY MANAGER - OPERATIONS			
	Personnel Service	338,440	397,236	389,292
	Operating Expenses	11,895	11,850	11,850
	Service Expenses	82,147	94,783	94,783
	Capital Expenses			
	TOTAL	432,482	503,869	495,925
	1112 HUMAN RESOURCES			
	Personnel Service	1,024,376	1,086,418	1,305,245
	Operating Expenses	30,945	43,759	46,759
	Service Expenses	47,061	95,150	96,150
	Capital Expenses			
	TOTAL	1,102,382	1,225,327	1,448,154

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
1116 BUDGET & PROGRAM MGMT				
Personnel Service		344,157	547,859	536,902
Operating Expenses		4,574	8,380	8,380
Service Expenses		48,445	50,450	200,450
Capital Expenses				
TOTAL		397,176	606,689	745,732
1118 PUBLIC RELATIONS, MARKETING & MEDIA				
Personnel Service		650,971	673,663	660,190
Operating Expenses		82,585	66,433	66,433
Service Expenses		70,898	150,439	150,439
Capital Expenses				
TOTAL		804,454	890,535	877,062
1119 OFFICE OF THE CITY CLERK				
Personnel Service		299,178	186,350	196,806
Operating Expenses		13,151	8,408	8,800
Service Expenses		221,369	90,470	209,060
Capital Expenses				
TOTAL		533,698	285,228	414,666
1501 LEGAL				
Personnel Service		1,332,075	1,635,591	1,841,393
Operating Expenses		53,450	61,125	61,125
Service Expenses		324,108	494,980	504,360
Capital Expenses				
TOTAL		1,709,633	2,191,696	2,406,878
TOTAL GENERAL GOVERNMENT				
Personnel Services		6,188,375	6,727,587	7,013,492
Operating Expenses		320,917	310,310	331,752
Service Expenses		1,656,626	1,789,642	2,253,762
Capital Expenses				
TOTAL		8,165,918	8,827,539	9,599,006
1200 NON-DEPARTMENTAL				
1014307639900 COMMUNITY PROMOTIONS			100,000	
1017202 762100 CAPITAL LEASE		5,751,527	6,708,108	6,171,814
8404 638520 DETENTION CENTER PER DIEM		417,552	500,000	500,000
8404 638521 SOLICITORS OFFICE		215,817	215,817	215,817
8404 638522 PUBLIC DEFENDER		225,000	225,000	225,000
8406 EMPLOYEE TUITION REIMBURSEMENT & TRAINING		46,409	40,000	40,000
8411 610600 COLA & MERIT		16,005		
8499 639900 RESERVE		0	1,479,884	2,044,500
TOTAL NON-DEPARTMENTAL		6,605,366	9,268,809	9,197,131
1250 TRANSFERS/OTHER FINANCING USES				
1018801Total TO DEBT SERVICE		4,598,700	4,020,184	3,541,526
TO DEBT SRVC - FHLB (DREW)			75,000	75,000
8803741403 TO CAPITAL PROJECTS		535,000		
8803741608 TO AUTO TORT		62,123		
8803741620 TO CENTRAL STORES		751,274	800,000	800,000
8803741621 TO INTEGRATED SYSTEMS		552,055	450,000	450,000
8803741622 TO PURCHASING		72,162	70,000	70,000
8803741623 TO RADIO REPAIR		72,166		
8803741630 TO EQUIPMENT SERVICES		1,080,724	9,000,000	9,000,000
TO COMPONENT UNITS		1,132,296	1,189,331	1,266,826
TOTAL TRANSFERS OUT		9,592,166	17,194,635	16,793,472

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
1400	1400 MUNICIPAL COURT			
	1502 ADMINISTRATION			
	Personnel Services	280,259	379,959	372,360
	Operating Expenses	19,941	39,661	40,720
	Service Expenses	186,007	269,950	271,650
	Capital Outlay			
	TOTAL	486,207	689,570	684,730
	1503 WARRANTS/VIOLATIONS			
	Personnel Services	731,538	719,732	793,365
	Operating Expenses	18,244	29,950	30,200
	Service Expenses	4,942	12,300	14,700
	Capital Outlay			
	TOTAL	754,724	761,982	838,265
	1504 JUDICIAL OPERATIONS			
	Personnel Services	783,509	823,232	836,168
	Operating Expenses	6,350	30,300	31,100
	Service Expenses	38,525	53,935	56,735
	Capital Outlay			
	TOTAL	828,384	907,467	924,003
	1505 JUDGES			
	Personnel Services	480,829	450,541	405,184
	Operating Expenses	0	15,000	16,700
	Service Expenses	53	22,000	24,000
	Capital Outlay			
	TOTAL	480,882	487,541	445,884
	TOTAL MUNICIPAL COURT			
	Personnel Services	2,276,135	2,373,464	2,407,077
	Operating Expenses	44,535	114,911	118,720
	Service Expenses	229,528	358,185	367,085
	Capital Outlay			
	TOTAL	2,550,198	2,846,560	2,892,882
1600	1600 FINANCE			
	1401 ACCOUNTING			
	Personnel Services	673,889	970,942	951,507
	Operating Expenses	7,610	12,090	12,090
	Service Expenses	135,578	113,130	127,180
	Capital Outlay			
	TOTAL	817,077	1,096,162	1,090,777
	1402 FINANCE ADMINISTRATION			
	Personnel Services	191,171	206,670	204,042
	Operating Expenses	155	2,450	2,450
	Service Expenses	24,261	43,348	44,865
	Capital Outlay			
	TOTAL	215,587	252,468	251,357
	1403 BUSINESS LICENSE			
	Personnel Services	582,683	778,538	720,290
	Operating Expenses	25,515	30,290	34,050
	Service Expenses	39,020	39,690	107,460
	Risk Management			
	Capital Outlay			
	TOTAL	647,218	848,518	861,800

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
TOTAL FINANCE				
Personnel Services		1,447,743	1,956,150	1,875,839
Operating Expenses		33,280	44,830	48,590
Service Expenses		198,859	196,168	279,505
Capital Outlay				
TOTAL		1,679,882	2,197,148	2,203,934
1700 ECONOMIC & COMM. DEVELOPMENT				
1126 OFFICE OF BUSINESS OPPORTUNITIES				
Personnel Service		596,693	641,772	541,077
Operating Expenses		34,284	36,885	41,885
Service Expenses		83,000	122,750	124,750
Capital Expenses				
TOTAL		713,977	801,407	707,712
4320 COMMUNITY DEVELOPMENT				
Personnel Service		514,844	500,289	490,284
Operating Expenses		9,514	7,525	7,525
Service Expenses		65,078	62,900	62,900
Capital Expenses				
TOTAL		589,436	570,714	560,709
TOTAL ECONOMIC & COMMUNITY DEV.				
Personnel Services		1,111,538	1,142,061	1,031,361
Operating Expenses		43,798	44,410	49,410
Service Expenses		148,077	185,650	187,650
Capital Outlay				
TOTAL		1,303,413	1,372,121	1,268,421
1750 HOMELESS SERVICES				
4501 RAPID SHELTER SERVICES				
Personnel Services			22,000	22,000
Operating Expenses			435,500	435,500
Service Expenses			48,000	48,000
Capital Outlay				
TOTAL			505,500	505,500
8410 Homeless Services Contracts		1,012,000	554,500	554,500
TOTAL		1,012,000	1,060,000	1,060,000
1900 1900 PLANNING & DEVELOPMENT SVCS 4101				
Personnel Services		2,760,891	3,002,720	3,001,589
Operating Expenses		47,504	80,825	78,325
Service Expenses		200,786	235,200	362,600
Capital Outlay				
TOTAL DEVELOPMENT SRVC		3,009,182	3,318,745	3,442,514
2000 2000 POLICE DEPARTMENT				
2401 OFFICE OF CHIEF				
Personnel Services		1,845,462	1,746,938	1,022,638
Operating Expenses		53,855	35,330	68,600
Service Expenses		133,987	110,000	21,500
Capital Outlay				
TOTAL		2,033,304	1,892,268	1,112,738

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT	ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
2402 ADMIN SERVICES			
Personnel Services	3,161,731	3,184,318	4,317,314
Operating Expenses	1,278,521	1,560,544	2,196,062
Service Expenses	3,885,047	5,520,240	6,416,089
Capital Outlay			
TOTAL	8,325,300	10,265,102	12,929,465
2403 OPERATIONS			
Personnel Services	17,322,743	19,288,571	17,604,698
Operating Expenses	946,376	792,000	792,000
Service Expenses	801,792	729,404	774,404
Capital Outlay			
TOTAL	19,070,911	20,809,975	19,171,102
2405 PROFESSIONAL STANDARDS			
Personnel Services	456,501	444,661	787,572
Operating Expenses	9,408	5,339	8,839
Service Expenses	9,155	7,690	11,940
Capital Outlay			
TOTAL	475,064	457,690	808,351
2407 INVESTIGATIONS			
Personnel Services	6,434,938	6,610,886	7,335,680
Operating Expenses	134,958	217,900	217,900
Service Expenses	147,289	159,619	170,369
Capital Outlay			
TOTAL	6,717,185	6,988,405	7,723,949
2409 CODE ENFORCEMENT			
Personnel Services	1,565,846	2,060,748	2,276,533
Operating Expenses	52,790	81,721	83,781
Service Expenses	87,998	104,968	172,018
Capital Outlay		135,840	105,924
TOTAL	1,706,634	2,383,277	2,638,256
2411 SPECIAL OPERATIONS			
Personnel Services	5,488,637	5,485,515	5,052,513
Operating Expenses	123,803	140,000	140,000
Service Expenses	142,015	87,000	115,000
Capital Outlay			
TOTAL	5,754,455	5,712,515	5,307,513
TOTAL POLICE DEPARTMENT			
Personnel Services	36,275,858	38,821,637	38,396,948
Operating Expenses	2,599,710	2,832,834	3,507,182
Service Expenses	5,207,284	6,718,921	7,681,320
Capital Outlay		135,840	105,924
TOTAL	44,082,852	48,509,232	49,691,374
2050 2201 EMERGENCY MGMT			
Personnel Service	360,056	360,578	366,718
Operating Expenses	78,841	111,400	126,400
Service Expenses	63,484	104,050	139,350
Capital Expenses			
TOTAL	502,381	576,028	632,468

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
2100	2100 911 EMERGENCY COMM. CENTER 2701			
	Personnel Service	2,923,439	2,896,554	3,067,218
	Operating Expenses	36,477	61,735	60,235
	Service Expenses	239,091	267,210	271,060
	Capital Expenses		154,000	154,000
	TOTAL	3,199,007	3,379,499	3,552,513
2200	2200 FIRE DEPARTMENT			
	2301 FIRE ADMIN			
	Personnel Services	959,992	1,178,079	1,204,689
	Operating Expenses	26,089	43,792	31,792
	Service Expenses	43,929	70,745	68,245
	Capital Outlay			
	TOTAL	1,030,010	1,292,616	1,304,726
	2302 FIRE PREVENTION			
	Personnel Services	1,187,962	1,202,737	1,355,729
	Operating Expenses	32,229	66,278	36,828
	Service Expenses	52,063	64,246	77,446
	Capital Outlay			
	TOTAL	1,272,254	1,333,261	1,470,003
	2303 FIRE SUPPRESSION			
	Personnel Services	18,475,117	18,403,105	18,696,654
	Operating Expenses	980,331	1,299,551	1,352,245
	Service Expenses	1,388,544	1,357,620	1,496,932
	Capital Outlay			
	TOTAL	20,843,992	21,060,276	21,545,831
	2304 FIRE TRAINING			
	Personnel Services	263,129	349,981	352,233
	Operating Expenses	49,569	45,675	73,490
	Service Expenses	56,872	89,930	89,930
	Capital Outlay			
	TOTAL	369,570	485,586	515,653
	2305 MAINTENANCE			
	Personnel Services	150,261	185,342	180,618
	Operating Expenses	43,814	31,228	31,228
	Service Expenses	46,369	29,593	29,593
	Capital Outlay			
	TOTAL	240,444	246,163	241,439
	FIRE DEPARTMENT			
	Personnel Services	21,036,461	21,319,244	21,789,923
	Operating Expenses	1,132,032	1,486,524	1,525,583
	Service Expenses	1,587,777	1,612,134	1,762,146
	Capital Outlay			
	TOTAL	23,756,270	24,417,902	25,077,652
	2300 PARKS & RECREATION			
	5101 PARKS & RECREATION ADMIN			
	Personnel Services	1,195,154	1,150,019	1,128,369
	Operating Expenses	72,837	74,250	95,425
	Service Expenses	116,025	204,678	197,098
	Capital Outlay			
	TOTAL	1,384,017	1,428,947	1,420,892

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
5104 PARK FACILITIES				
Personnel Services		4,245,334	4,311,530	4,324,653
Operating Expenses		375,450	431,624	507,950
Service Expenses		553,397	596,337	999,482
Capital Outlay			100,000	
TOTAL		5,174,181	5,439,491	5,832,085
5106 RECREATION PROGRAMS				
Personnel Services		3,454,851	3,611,630	3,624,606
Operating Expenses		110,197	247,500	244,970
Service Expenses		622,080	611,261	705,252
Capital Outlay				
TOTAL		4,187,129	4,470,391	4,574,828
5108 SWIMMING POOLS				
Personnel Services		158,729	318,270	311,905
Operating Expenses		40,814	49,300	54,300
Service Expenses		10,005	33,975	40,575
Capital Outlay				
TOTAL		209,547	401,545	406,780
5115 DREW WELLNESS CENTER				
Personnel Services		882,620	1,042,151	1,031,675
Operating Expenses		45,772	122,560	87,560
Service Expenses		211,612	259,151	294,752
Capital Outlay				
TOTAL		1,140,003	1,423,862	1,413,987
TOTAL PARKS & RECREATION				
Personnel Services		9,936,687	10,433,600	10,421,208
Operating Expenses		645,071	925,234	990,205
Service Expenses		1,513,118	1,705,402	2,237,159
Capital Outlay			100,000	
TOTAL		12,094,876	13,164,236	13,648,572
2400	2400 PUBLIC WORKS			
1124 PUBLIC WORKS ADMIN				
Personnel Service		474,300	517,854	540,458
Operating Expenses		22,577	28,550	28,550
Service Expenses		116,830	144,850	147,850
Capital Expenses				
TOTAL		613,707	691,254	716,858
1213, 1216, 1217 FORESTRY & BEAUTIFICATION				
Personnel Service		1,685,319	2,078,278	2,258,200
Operating Expenses		177,720	230,864	236,342
Service Expenses		293,961	310,942	835,942
Capital Expenses		45,335	21,000	10,500
TOTAL		2,202,336	2,641,084	3,340,984
2101,2102,2103 ANIMAL CONTROL				
Personnel Service		1,527,562	1,549,707	1,696,408
Operating Expenses		301,725	398,572	398,572
Service Expenses		151,735	144,813	144,813
Capital Expenses		0	27,168	
TOTAL		1,981,022	2,120,260	2,239,793

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
3201 STREETS & SIDEWALKS				
Personnel Service		850,789	1,084,648	1,189,324
Operating Expenses		97,962	221,873	236,525
Service Expenses		144,679	127,775	127,775
Capital Expenses			17,500	30,000
TOTAL		1,093,430	1,451,796	1,583,624
3203 TRAFFIC ENGINEERING				
Personnel Service		178,362	271,822	265,565
Operating Expenses		5,098	7,247	7,247
Service Expenses		6,394	8,788	8,608
Capital Expenses			13,600	13,600
TOTAL		189,854	301,457	295,020
3204 TRAFFIC OPS/ 3205 LIGHTING				
Personnel Service		978,784	1,166,180	1,178,508
Operating Expenses		126,443	244,543	299,543
Service Expenses		2,041,394	2,249,562	2,258,437
Capital Expenses				
TOTAL		3,146,621	3,660,285	3,736,488
4401-4409 SOLID WASTE				
Personnel Service		5,262,381	5,262,381	5,180,241
Operating Expenses		1,466,678	1,466,678	1,535,678
Service Expenses		2,976,790	2,976,790	3,703,790
Risk Management				
Capital Expenses		0		
TOTAL		9,705,849	9,705,849	10,419,709
TOTAL PUBLIC WORKS				
Personnel Service		10,957,497	11,930,870	12,308,704
Operating Expenses		2,198,203	2,598,327	2,742,457
Service Expenses		5,731,783	5,963,520	7,227,215
Capital Expenses		45,335	79,268	54,100
TOTAL		18,932,818	20,571,985	22,332,476
2600	2600 GENERAL SERVICES			
1201	1201 PUBLIC BLDGS/SUPPORT SRVCS			
Personnel Services		567,229	647,068	731,397
Operating Expenses		40,305	61,898	71,898
Service Expenses		1,093,777	2,498,668	2,655,478
Capital Outlay			540,000	540,000
TOTAL		1,701,311	3,747,634	3,998,773
2700	2700 INFORMATION TECHNOLOGY			
1120	1120 INFORMATION TECHNOLOGY			
Personnel Services		2,401,770	2,628,861	2,834,272
Operating Expenses		101,173	63,884	108,119
Service Expenses		1,357,002	1,665,388	2,257,734
Capital Outlay				
TOTAL		3,859,946	4,358,133	5,200,125
TOTAL GENERAL FUND				
Personnel Service		98,243,680	104,262,394	105,267,746
Operating Expenses		7,321,847	9,172,622	10,194,376
Service Expenses		19,227,192	23,902,638	28,284,564
Capital Outlay		45,335	1,009,108	854,024
Non-departmental & Transfers Out		16,197,532	26,463,444	25,990,603
TOTAL GENERAL FUND		141,035,586	164,810,206	170,591,313

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
WATER/SEWER OPERATING FUND 551				
1100	1100 GENERAL GOVERNMENT			
	1109 ASSISTANT CITY MANGER			
	Personnel Services	525,943	598,317	291,344
	Operating Expenses	20,950	20,105	17,300
	Service Expenses	170,915	594,125	558,985
	Capital Outlay			
	TOTAL	717,808	1,212,547	867,629
	1305 PUBLIC RELATIONS - ECO DEV MARKETING			
	Personnel Services		149,780	173,500
	Operating Expenses		17,342	6,270
	Service Expenses		40,000	20,000
	Capital Outlay			
	TOTAL		207,122	199,770
	1407 CUSTOMER CARE CENTER			
	Personnel Services	3,418,593	4,259,500	4,338,916
	Operating Expenses	72,371	157,517	163,120
	Service Expenses	1,229,343	1,332,102	1,441,606
	Capital Outlay		46,988	52,514
	TOTAL	4,720,307	5,796,107	5,996,156
	TOTAL GENERAL GOVERNMENT			
	PERSONNEL SERVICES	3,944,537	5,007,597	4,703,760
	OPERATING EXPENSES	93,321	194,964	186,690
	SERVICE EXPENSES	1,400,258	1,966,227	2,020,591
	CAPITAL OUTLAY		46,988	52,514
	TOTAL	5,438,115	7,215,776	6,963,555
1600	FINANCE			
	1406 PAYMENT CENTER			
	Personnel Services	432,551	470,638	479,494
	Operating Expenses	11,685	11,893	61,893
	Service Expenses	475,036	704,680	326,900
	Capital Outlay			
	TOTAL	919,272	1,187,211	868,287
	1409 FINANCE WATER & SEWER			
	Personnel Services	789,933	853,897	926,409
	Operating Expenses	18,202	29,790	29,790
	Service Expenses	124,410	342,110	352,535
	Capital Outlay		18,000	18,000
	TOTAL	932,544	1,243,797	1,326,734
	TOTAL FINANCE			
	PERSONNEL SERVICES	1,222,483	1,324,535	1,405,902
	OPERATING EXPENSES	29,887	41,683	91,683
	SERVICE EXPENSES	599,445	1,046,790	679,435
	CAPITAL OUTLAY	0	18,000	18,000
	TOTAL	1,851,816	2,431,008	2,195,020
1700	1301 ECONOMIC DEV. OFFICE			
	Personnel Services	460,089	528,447	631,756
	Operating Expenses	26,903	57,100	57,100
	Service Expenses	604,085	636,800	711,800
	Capital Outlay		45,000	45,000
	TOTAL	1,091,077	1,267,347	1,445,656

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
PUBLIC SAFETY				
2100	2703 POLICE - CSO/PUBLIC SAFETY			
	Personnel Services	450,272	611,418	632,148
	Operating Expenses		16,050	16,050
	Service Expenses	397,018	681,980	681,908
	Capital Outlay			
	TOTAL	847,290	1,309,448	1,330,106
2200	2360 FIRE HYDRANTS MAINTENANCE			
	Personnel Services	584,855	647,984	650,695
	Operating Expenses			
	Service Expenses			
	Capital Outlay			
	TOTAL	584,855	647,984	650,695
2400	PUBLIC WORKS			
	3202 STREET REPAIR			
	Personnel Services	522,567	684,239	916,915
	Operating Expenses	163,212	398,690	402,592
	Service Expenses	110,783	219,404	219,404
	Capital Outlay		55,000	585,960
	TOTAL	796,562	1,357,333	2,124,871
2600	GENERAL SERVICES			
	1219 SUPPORT SERVICES - PUB BLDGS			
	Personnel Services	570,234	683,454	754,198
	Operating Expenses	27,348	33,290	33,290
	Service Expenses	1,385,986	1,698,744	1,778,753
	Capital Outlay		173,494	173,494
	TOTAL	1,983,568	2,588,982	2,739,735
2700	INFORMATION TECHNOLOGY			
	1121 GIS MANAGEMENT			
	Personnel Services	393,319	541,685	539,122
	Operating Expenses	15,222	26,284	77,794
	Service Expenses	167,868	197,191	145,881
	Capital Outlay			
	TOTAL	576,409	765,160	762,797
3000	ENGINEERING			
	1701 ENGINEERING ADMIN			
	Personnel Services	1,268,130	1,426,559	1,399,888
	Operating Expenses	33,124	127,880	127,880
	Service Expenses	227,451	310,400	338,400
	Capital Outlay			
	TOTAL	1,528,706	1,864,839	1,866,168
	1706, 6220, 6221 ENGINEERING SERV.			
	Personnel Services		3,706,904	3,926,343
	Operating Expenses	(41,679)	239,560	236,510
	Service Expenses	3,725,132	4,420,276	5,963,650
	Capital Outlay	41,815		50,000
	TOTAL	3,725,268	8,366,740	10,176,503
	6227-6228 REAL ESTATE			
	Personnel Services	632,154	793,329	1,048,377
	Operating Expenses	9,043	51,590	49,860
	Service Expenses	27,319	162,203	160,614
	Capital Outlay			
	TOTAL	668,516	1,007,122	1,258,851

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
TOTAL ENGINEERING				
PERSONNEL SERVICES		1,900,283	5,926,792	6,374,608
OPERATING EXPENSES		488	419,030	414,250
SERVICE EXPENSES		3,979,903	4,892,879	6,462,664
CAPITAL OUTLAY		41,815		50,000
TOTAL ENGINEERING		5,922,489	11,238,701	13,301,522
3200 UTILITIES				
6201 UTILITIES PLANNING & STRATEGY				
Personnel Services		763,823	947,732	885,900
Operating Expenses		4,802	20,115	23,836
Service Expenses		100,875	246,900	269,600
Capital Outlay			35,984	35,984
TOTAL		869,501	1,250,731	1,215,320
6202 WATER METERS & COMPLIANCE				
Personnel Services		1,743,442	2,200,628	1,964,783
Operating Expenses		75,561	111,100	85,500
Service Expenses		98,615	835,500	877,500
Capital Outlay			85,000	70,000
TOTAL		1,917,618	3,232,228	2,997,783
6203 WATER DISTRIBUTION				
Personnel Services		6,386,003	7,432,118	8,098,251
Operating Expenses		2,553,998	3,856,600	4,378,500
Service Expenses		1,706,847	4,937,200	8,182,200
Capital Outlay			743,000	743,000
TOTAL		10,646,848	16,968,918	21,401,951
6205 WASTEWATER MAINT				
Personnel Services		5,947,708	5,941,330	6,925,323
Operating Expenses		1,150,558	1,564,294	2,065,290
Service Expenses		3,313,096	5,859,300	6,543,040
Capital Outlay			1,308,000	1,060,000
TOTAL		10,411,362	14,672,924	16,593,653
6206 COLUMBIA CANAL				
Personnel Services		1,687,638	2,115,147	2,198,405
Operating Expenses		2,122,849	2,726,854	3,360,069
Service Expenses		2,813,355	3,131,415	3,348,854
Capital Outlay			205,100	205,100
TOTAL		6,623,842	8,178,516	9,112,428
6207 LAKE MURRAY				
Personnel Services		2,000,962	2,262,006	2,477,602
Operating Expenses		2,856,273	3,531,326	4,638,041
Service Expenses		2,637,743	3,193,840	3,434,420
Capital Outlay			103,678	133,678
TOTAL		7,494,978	9,090,850	10,683,741
6208 METRO WASTEWATER				
Personnel Services		4,043,746	4,749,125	5,132,579
Operating Expenses		4,583,038	5,555,739	6,255,584
Service Expenses		5,320,641	8,850,553	9,344,776
Capital Outlay			1,733,100	2,240,100
TOTAL		13,947,424	20,888,517	22,973,039

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT	ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
6230 WATER COMPLIANCE			
Personnel Services	711,900	757,423	674,294
Operating Expenses	139,414	170,560	196,890
Service Expenses	179,910	197,200	254,842
Capital Outlay			
TOTAL	1,031,224	1,125,183	1,126,026
6231 WASTEWATER COMPLIANCE			
Personnel Services	801,720	1,018,680	1,032,834
Operating Expenses	52,216	120,900	121,800
Service Expenses	181,490	325,500	325,000
Capital Outlay			
TOTAL	1,035,426	1,465,080	1,479,634
TOTAL UTILITIES			
PERSONNEL SERVICES	24,086,944	27,424,189	29,389,971
OPERATING EXPENSES	13,538,709	17,657,488	21,125,510
SERVICE EXPENSES	16,352,571	27,577,408	32,580,232
CAPITAL OUTLAY		4,213,862	4,487,862
TOTAL UTILITIES	53,978,224	76,872,947	87,583,575
1200 NON-DEPARTMENTAL			
7203 DEBT SERVICE W&S 09	3,969,267	4,904,333	4,491,593
DEBT SERVICE	35,616,985	48,398,660	49,524,658
8301 DEPRECIATION	41,283,322		
8406 EMPLOYEE TUITION		35,000	35,000
8408 TECHNOLOGY REPLACEMENTS	736,021	500,000	250,000
8411 COLA & MERITS			838,750
8415 EMPL TRAIN/BENEFITS	50,000	50,000	50,000
8418 SPECIAL PROJECTS	269,645		
8419 ECONOMIC DEV/SPECIAL PROJ CONT.	53,500	78,500	78,500
8499 RESERVE		4,584,605	2,806,534
8702 BAD DEBT EXPENSE	(166,372)		
8703 BANK SERVICES CHARGES	223,988		
8940 GASB	2,963,728		
TOTAL NON-DEPARTMENTAL	116,647,802	53,646,765	53,583,442
1250 TRANSFERS OUT			
741101 TRANS TO GEN FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,748,280
741552 TRANS TO CAPITAL IMP	27,514,086	16,000,000	19,000,000
741601/741604 TRANS TO RISK MANAGEMENT	630,000		
741603 TRANS TO GENERAL TORT	250,000	250,000	250,000
741608 TRANS TO AUTO TORT	22,976		
741609 TRANS TO WORKERS COMP	630,000		
741620 TRANS TO CENTRAL STORES	253,615	250,000	250,000
741621 TRANS TO INTEGRATED SYSTEMS	550,757	750,000	750,000
741622 TRANS TO PURCHASING	1,697,372	1,700,000	1,700,000
741623 TRANS TO RADIO REPAIRS	26,691		
741630 TRANS TO EQUIPMENT SRVCS	399,712		
8803 TOTAL TRANSFERS OUT	128,650,804	23,139,680	26,698,280
WATER & SEWER OPER.			
Personnel Services	34,135,582	43,380,340	46,099,075
Operating Expenses	13,895,089	18,844,579	22,404,959
Service Expenses	24,997,918	38,917,423	45,280,668
Capital Outlay	41,815	4,552,344	5,412,830
Non-Departmental & Transfers Out	245,298,606	76,786,445	80,281,722
TOTAL WATER & SEWER OPER.	318,369,010	182,481,131	199,479,254

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
STORM WATER UTILITY FUND 553				
3000	ENGINEERING			
	4202 ENGINEERING SERVICES			
	Personnel Services	1,134,573	1,644,582	1,443,858
	Operating Expenses	28,179	153,084	152,500
	Service Expenses	726,244	1,214,255	1,457,500
	Capital Outlay			50,000
	TOTAL	1,888,996	3,011,921	3,103,858
	4205 ENGINEERING - REAL ESTATE			
	Personnel Services	132,184	195,075	170,216
	Operating Expenses	335	1,742	1,515
	Service Expenses	1,103	4,690	4,676
	Capital Outlay			
	TOTAL	133,623	201,507	176,407
	TOTAL ENGINEERING			
	Personnel Services	1,266,757	1,839,657	1,614,074
	Operating Expenses	28,514	154,826	154,015
	Service Expenses	727,347	1,218,945	1,462,176
	Capital Outlay			50,000
	TOTAL ENGINEERING	2,022,619	3,213,428	3,280,265
2400	PUBLIC WORKS			
	4408 PUBLIC WORKS - SOLID WASTE			
	Personnel Services	893,836	1,014,519	1,043,244
	Operating Expenses	81,245	88,968	100,461
	Service Expenses	205,194	268,556	268,556
	Capital Outlay		60,000	319,000
	TOTAL	1,180,275	1,432,043	1,731,261
	4203 PUBLIC WORKS - STREETS/STORM DRAIN MAINT.			
	Personnel Services	978,747	2,076,468	1,812,029
	Operating Expenses	70,167	183,581	193,695
	Service Expenses	195,549	325,550	325,550
	Capital Outlay		498,000	780,889
	TOTAL	1,244,464	3,083,599	3,112,163
	TOTAL PUBLIC WORKS			
	Personnel Services	1,872,583	3,090,987	2,855,273
	Operating Expenses	151,412	272,549	294,156
	Service Expenses	400,743	594,106	594,106
	Capital Outlay		558,000	1,099,889
	TOTAL PUBLIC WORKS	2,424,739	4,515,642	4,843,424
	NON-DEPARTMENTAL			
8499 639900	RESERVE			91,211
8701	DEBT SERVICE	(29,997)	2,489,600	2,493,600
	TOTAL	3,772,171	2,489,600	2,584,811

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
TRANSFERS OUT				
741101	TRANS TO GENERAL FUND/INDIRECT COST	560,000	560,000	608,174
741554	TRANS TO STORM WATER CIP	4,982,754	5,222,385	6,780,088
741608	TRANS TO AUTO TORT	1,778		2,000
741620	TRANS TO CENTRAL STORES/INTE. SOFTWARE	124,208	120,000	125,000
741623	TRANS TO RADIO REPAIR	2,066		2,000
741630	TRANS TO EQUIPMENT SRVCS	30,934		31,000
8803	TOTAL TRANSFERS OUT	13,998,815	5,902,385	7,548,262
TOTAL STORM WATER				
	Personnel Services	3,139,340	4,930,644	4,469,347
	Operating Expenses	179,926	427,375	448,171
	Service Expenses	1,128,091	1,813,051	2,056,282
	Capital Outlay	0	558,000	1,149,889
	Other/Transfer	17,770,986	8,391,985	10,133,073
	TOTAL STORM WATER	22,218,343	16,121,055	18,256,762
PARKING FUND 531				
1600	FINANCE 1600			
	1411 PAYMENT CENTER- PARKING TICKETS			
	Personnel Services	121,388	104,736	108,619
	Operating Expenses	178	690	690
	Service Expenses	158	450	242
	Capital Outlay			
	TOTAL	121,724	105,876	109,551
2400	PUBLIC WORKS			
	3204 TRAFFIC OPERATIONS			
	Personnel Services	43,030	74,557	55,801
	Operating Expenses	16,230	23,842	23,842
	Service Expenses	1,703	2,157	2,157
	Capital Outlay			
	TOTAL	60,963	100,556	81,800
	TOTAL PUBLIC WORKS			
	Personnel Services	43,030	74,557	55,801
	Operating Expenses	16,230	23,842	23,842
	Service Expenses	1,703	2,157	2,157
	Capital Outlay			
	TOTAL PUBLIC WORKS	60,963	100,556	81,800
2600	GENERAL SERVICES			
	2501 PARKING FACILITIES			
	Personnel Services	509,802	577,887	615,207
	Operating Expenses	56,580	60,771	60,771
	Service Expenses	124,203	296,812	296,812
	Capital Outlay			
	TOTAL	690,584	935,470	972,790
	3102 PARKING LOTS			
	TOTAL	4,014	42,423	42,423
	3103 ARSENAL HILL			
	TOTAL	18,856	29,448	29,448
	3104 LADY ST.			
	TOTAL	90,017	118,009	118,009

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
3106 SUMTER ST.				
TOTAL		78,127	116,477	116,477
3108 WASHINGTON ST.				
TOTAL		21,948	44,722	54,722
3109 PENDLETON ST GARAGE				
TOTAL		79,097	86,655	86,655
3112 LINCOLN ST GARAGE				
TOTAL		78,584	133,046	133,046
3114 CITY CENTER GARAGE				
TOTAL		49,995	73,764	73,764
3116 SABAL STREET				
TOTAL			55,000	55,000
3117 FREED STREET				
TOTAL			100,000	100,000
TOTAL PARKING FACILITIES				
Personnel Services		509,802	577,887	615,207
Operating Expenses		56,580	60,771	60,771
Service Expenses		676,266	1,157,417	1,167,417
Capital Outlay		0		
TOTAL		1,242,647	1,796,075	1,843,395
3800 PARKING OPERATIONS 3800				
2413 PARKING OPERATIONS				
Personnel Services		1,805,330	2,156,431	2,140,238
Operating Expenses		77,769	115,900	127,850
Service Expenses		672,889	961,850	1,157,350
Capital Outlay				
TOTAL		2,811,773	3,234,181	3,425,438
1200 PARKING NON-DEPARTMENTAL				
7304	DEBT SERVICE PARKING 18	1,441,464	3,060,014	3,064,243
8301	DEPRECIATION	1,542,062		
8406	EMPLOYEE TRAINING/TUITION	0	5,000	5,000
8702	BAD DEBT/YEAR END ACCRUALS	(25,083)		
8703	NON-DEPT BANK CHARGE	6,241		
8411	RESERVE	0		90,305
8940	GASB 45	180,451		
TOTAL NON DEPARTMENTAL		3,145,135	3,065,014	3,159,548

CITY OF COLUMBIA EXPENDITURES BY DEPARTMENT		ACTUAL FY 21/22	APPROVED FY 22/23	PROPOSED FY 23/24
1250 PARKING FUND TRANSFERS OUT				
741101	TRANS TO GEN FUND	500,000	500,000	500,000
741532	TRANS TO CAPITAL PROJECTS	15,969,449	1,000,000	1,900,568
741601	TRANS TO RISK MANAGEMENT/CENTRAL STORES	120,000	120,000	120,000
741603	TRANS TO GENERAL TORT	45,000	45,000	45,000
741604	TRANSFER TO AUTO TORT	1,552		
741604	TRANSFER TO HEALTH INS	20,000		
741609	TRANS TO WORKER'S COMP	37,244	20,000	20,000
741620	TRANS TO CENTRAL STORE	153,428	37,000	37,000
741621	TRANS TO INTEGRATED SYSTEMS	32,138	175,000	175,000
741622	TRANS TO PURCHASING	1,803	40,000	40,000
741630	TRANS TO EQUIPMENT SERVICES	26,994		
8803	TOTAL TRANSFERS	16,907,607	1,937,000	2,837,568
PARKING TOTAL				
	Personnel Services	2,479,549	2,913,611	2,919,865
	Operating Expenses	150,758	201,203	213,153
	Service Expenses	1,351,015	2,121,874	2,327,166
	Capital Outlay			
	Non-departmental	20,052,741	5,002,014	5,997,116
	TOTAL PARKING	24,034,063	10,238,702	11,457,300



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-059 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-059 - Water and Sewer Rates (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-059

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b), are amended to read as follows:

Sec. 23-143. Water service rates.

Generally. Except as otherwise provided by contract, monthly water service charges shall be as follows:

Monthly Water Use (cubic feet)	Meter Size (inches)	In City		Out of City	
		Current	Proposed	Current	Proposed
Minimum--300	3/4"	8.53	\$8.96	14.50	\$15.23
	1"	14.24	\$14.95	24.21	\$25.42
	1.5"	21.33	\$22.40	36.27	\$38.08
	2"	34.12	\$35.83	58.02	\$60.92
	3"	68.27	\$71.68	116.04	\$121.84
	4"	106.65	\$111.98	181.31	\$190.38
	6"	213.57	\$224.25	363.06	\$381.21
	8"	341.29	\$358.35	580.19	\$609.20
	10"	677.63	\$711.51	1,151.97	\$1,209.57
Additional charge per 100 cubic feet					

Volumetric Charges are based on the customer category.

Monthly Water Use (cubic feet)	In City		Out of City	
	Current	Proposed	Current	Proposed
Residential:				
Next 9,700	3.06	\$3.21	5.21	\$5.47
Next 90,000	2.91	\$3.06	4.95	\$5.20
Over 100,000	2.76	\$2.90	4.67	\$4.90
Irrigation:				
Next 9,700	5.21	\$5.47	8.85	\$9.29
Next 90,000	4.95	\$5.20	8.42	\$8.84
Over 100,000	4.67	\$4.90	7.96	\$8.36
All others:				
Next 9,700	2.91	\$3.06	4.95	\$5.20
Next 90,000	2.75	\$2.89	4.67	\$4.90
Next 1,120,000	2.57	\$2.70	4.39	\$4.61
Over 1,220,000	2.57	\$2.70	3.68	\$3.86

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City		Out of City	
	Current	Proposed	Current	Proposed
5/8	8.53	\$8.96	14.50	\$15.23
1	8.53	\$8.96	14.50	\$15.23
1½	8.53	\$8.96	14.50	\$15.23
2	13.65	\$14.33	23.20	\$24.36
3	27.30	\$28.67	46.40	\$48.72
4	42.66	\$44.79	72.51	\$76.14
6	85.32	\$89.59	145.05	\$152.30
8	136.77	\$143.61	232.07	\$243.67

10	213.31	\$223.98	362.62	\$380.75
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Monthly Water Use (cubic feet)	Monthly Sewer Service Charge			
	In City Proposed	Current	Out of City Current	Proposed
Each 100 cubic feet	4.43	\$4.65	7.54	\$7.92

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City		Out of City	
	Current	Proposed	Current	Proposed
5/8	13.83	\$14.52	17.60	\$18.48
1	19.51	\$20.49	25.76	\$27.05
1½	25.16	\$26.42	33.92	\$35.62
2	36.50	\$38.33	50.20	\$52.71
3	59.14	\$62.10	82.83	\$86.97
4	104.44	\$109.66	148.07	\$155.47
6	217.66	\$228.54	311.16	\$326.72
8	308.23	\$323.64	441.69	\$463.77
10	679.03	\$712.98	975.90	\$1,024.70

(c) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

(g) The monthly water and sewer rates as defined in this ordinance shall also increase in future years as follows:

Increase 5% Beginning July 1, 2024

Increase 5% Beginning July 1, 2025

Increase 5% Beginning July 1, 2026

Increase 5% Beginning July 1, 2027

This ordinance is effective as of July 1, 2023.

The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing 1-855-925-2801. When prompted, enter meeting code: 4991. Press 1 to listen. Press 2 to leave a message. Press 3 to join the speaker queue. For additional meeting information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. The proposed ordinance can be viewed online at <http://www.columbiasc.gov/city-council/public-notice>. A copy of the proposed ordinance may be obtained by contacting the City Clerk at (803) 545-3045 or cityclerk@columbiasc.gov.

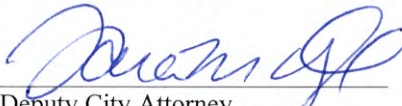
Requested by:

Mayor and City Council

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-062- Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-062 - Amend Sec. 15-5 User Fees.5-08-23 (003) (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-062

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User Fees, is amended to read as follows:

Sec. 15-5. User fees.(a) *Definitions.*

Fee structure for parks and recreation is broken into four categories:

- (1) Rentals (facilities, equipment).
- (2) Event support fees.
- (3) Athletics.
- (4) Classes/camps/programs.

Rentals are classified into three groups and fees are assessed accordingly:

- (1) *Gated/admission* (admission charged and/or controlled access)—Rental fees, deposit plus support fees.
- (2) *Public* (no controlled access or admission fees)—Rental fees plus deposit.
- (3) *Non-profit/exempt*—Support costs plus security deposit.

Examples: American Cancer Society, Boy Scouts, Richland County School District 1

- (b) *Park rental fee schedule.* Gated/admission rates for facility or park rentals will apply to events which require an admission fee to the park and/or fencing around a park to control access. (Fencing will be paid for by the renter). Rates will be set in a six-hour time block.
- (c) *Fee waiver.* The city manager or his/her designee is authorized to waive any and all fees associated with the use of city owned facilities. Such waivers are limited to organizations with a direct affiliation to the City of Columbia (i.e. Columbia Council of Neighborhoods, Parks and Recreation Foundation, City Development Corporations) and whose activity benefits the expressed mission of the city and is determined to be for the public good.
- (d) *Parks.*

(1) *Finlay Park and Coble Plaza:*

	Fee
Gated/admission (admission charged and/or controlled access, required approval by city council or their designee) (more than 2 additional hrs. requires second block of time)	\$1,000/6hr. block + \$250/each add. hr. + \$350/deposit + support fees + set up/take down
Public (no controlled access or admission fees)	\$120/hr. + support fees
City holidays	\$150/hr. + support fees
Deposit	\$350
Non-profit* (*proof of non-profit status required)	\$350 + \$75/hr. deposit + support fees

Setup/takedown (nonevent time)	\$100/hr.
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- (2) *Primary parks:* Boyd Plaza, Earlewood Amphitheater, Drew Park Green Space, Granby, Greenview, Hyatt, Lorick, M. L. King, Mary Thurman Pavilion (Hyatt Park), Maxcy Gregg, Memorial, Owens Field, Pinehurst, Page Ellington and Riverfront, Southeast Park, Saluda Riverwalk (Greenspace), St. Anna's and Woodland.

	Fee
Gated/admission (admission charged and/or controlled access, required approval by city council or their designee) (more than 2 additional hrs. requires second block of time)	\$700/6 hr. block + \$150/each add. hr. + \$200/deposit + support fees + set up and take down
Public (no controlled access or admission fees) (outside grounds only)	\$100/hr. + support fees
City holidays	\$150/hr. + support fees
Deposit	\$250
Non-profit* (*proof of non-profit status required)	\$250 deposit + \$75/hr + support fees
Setup/takedown (nonevent time)	\$75/hr.

- (3) *Secondary parks:* Green Spaces at Bates, Earlewood, Drew Park Green Space, Granby, Greenview, Hampton, Lincoln, Lorick, Marshall, Pacific, Pinehurst, Realtors, Rosewood, St. Anna's, and Tyler, Valencia, and Woodland.

	Fee
Gated/admission (admission charged and/or controlled access)	Not available
Public (no controlled access or admission fees) (outside grounds only)	\$50/hr. + support fees
City holidays	\$60/hr. + support fees
Deposit	\$120
Non-profit* (*proof of non-profit status required)	\$120 deposit + \$25/ hr. + support fees
Setup/takedown (non-event time)	\$25/hr.

- (e) *Building rental fee schedule:* Building rentals are available in time blocks of:

- (1) 8:00 a.m.—12:00 noon.
- (2) 1:00 p.m.—5:00 p.m.
- (3) 6:00 p.m.—11:00 p.m.

- (f) *Buildings.*

- (1) *Neighborhood centers:* Arsenal Hill, Edisto Discovery, Emily Douglas, Hampton, Heathwood, Mays, Melrose, Pacific, Sims, and St. Anna's

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access)	\$250	\$75/hr.

(more than 2 additional hrs. requires second block of time)		
Public (no controlled access or admission fees)	\$175	\$50/hr.
City holidays	\$200	\$60/hr.
Deposit (daily rental)	\$150	N/A
Non-profit* (*proof of non-profit status required)		\$150 deposit + \$25/hr. support fees

- (2) *Community centers: Ben Arnold, Greenview, Leroy Moss (Hyatt), Lorick, M.L. King, Pinehurst, and Woodland*

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$450	\$100/hr.
Public (no controlled access or admission fees)	\$300	\$75/hr.
City holidays	\$375	\$80/hr.
Deposit (daily rental)	\$200	N/A
Non-profit* (*proof of non-profit status required)	Support fees	\$200 deposit + \$75/hr. support fee
Meeting rooms	\$100	\$30/hr.
City holidays	\$150	\$75/hr.
Deposit (daily rental)	\$100	N/A
Non-profit* (*proof of non-profit status required)	N/A	\$100 deposit + \$25/hr. support fee

- (3) *Ensor Keenan House* (non-profit rate not available Friday's & Saturday's and December 1st - January 1st)

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$425	\$60/hr.
Public (no controlled access or admission fees)	\$275	\$50/hr.
City holidays	\$325	\$60/hr.
Deposit (daily rental)	\$200	N/A
Non-profit* (*proof of non-profit status required)		\$200 deposit + \$50/hr. support fee

- (4) *Earlewood Community Building;* (non-profit rate not available Friday's & Saturday's and December 1st - January 1st)

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access)	\$425	\$60/hr.

(more than 2 additional hrs. requires second block of time)		
Public (no controlled access or admission fees)	\$350	\$75/hr.
City holidays	\$425	\$90/hr.
Deposit (daily rental)	\$300	N/A
Non-profit* (*proof of non-profit status required)		\$300 deposit + \$50/hr. support fee

- (5) *Eau Claire Print Building* (non-profit rate not available Friday's & Saturday's and December 1st - January 1st)

Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$600	\$125/hr.
Public (no controlled access or admission fees)	\$400	\$100/hr.
City holidays	\$475	\$125/hr.
Deposit (daily rental)	\$300	N/A
Non-profit* (*proof of non-profit status required)		\$300 deposit + \$50/hr. support fee

- (6) *Sarah Nance Booker Washington Heights Cultural Arts Center*

a. Theater

Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$500	\$100/hr.
Public (no controlled access or admission fees)	\$300	\$75/hr.
City holidays	\$325	\$100/hr.
Security deposit	\$200	N/A
Non-profit* (*proof of non-profit status required)		\$200 deposit + \$50/hr. support fee

b. Classroom

Public (no controlled access or admission fees)	\$100	\$30/hr.
City holidays	\$150	\$75/hr.
Security deposit	\$100	N/A

- (g) *Picnic shelters*: Anna Mae Dickson, Earlewood, Elmwood/Roy Lynch, Emily Douglas, Greenview, Heathwood, Hollywood/Rose Hill, Lorick, Mays, Melrose, Rosewood, St. Anna's, and Sims.

	Fee
Time block:	First come, first serve (Free) \$40 per block of time Earlewood Shelter and Page Ellington Shelter

	<u>Daily 9:00 a.m. – 1:00 p.m. and 2:00 p.m. – 6:00 p.m.</u>
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(h) *Support fees:*
Fee

(1) *Staff.*

Electrician	\$30.00/hr.
Foreman	\$30.00/hr. \$35.00
BGM	\$20.00/hr. \$24.00
MEO II	\$22.00/hr. \$32.00
Building host	\$25.00/hr.
Park ranger	\$25.00/hr.

(2) *Equipment.*

a. *Tables and chairs.*

i. Tables	\$8.00 ea./12 hrs.
ii. Chairs	\$4.00 ea./12 hrs.

b. *Vehicles.*

i. 2-ton truck	\$24.00/hr.
ii. ¾-ton truck	\$10.00/hr.
iii. Mobile stage (*non-profit) (*proof of non-profit status required)	\$200 deposit \$200 rental + staff support fees
iv. Mobile stage	\$200 deposit \$300/4hrs. plus \$100 each additional hr. + staff support fees
v. *Sectional stage *not for general public use	\$200 deposit + staff support fees

(3) *Services rendered.*
Fee

Event cleanup:	
0—499 people	\$175
500—1,499 people	\$250
1,500—above (depends on event size, time and # of food or drink vendors)	

(i) *Athletics:*
Fee

(1) *Adult sports.*

i.	Softball	\$300/team
ii.	Basketball: 1 games/week	\$300/team

LEGAL DEPARTMENT DRAFT

iii.	Flag football	\$300/team
iv.	Volleyball	\$300/team

(2) *Youth sports.*

Basketball, soccer, volleyball, baseball, flag football, tennis, Lacrosse instructional leagues	\$25/child \$40.00
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(3) *Tennis.*

Court fees (per person) (Columbia Tennis Center only)	\$4/hr. \$5
Tournament fees: (Applies to the Columbia Tennis Center, Greenview Park, and Southeast Park)	\$3/ per person per event (singles/doubles and or mix doubles) \$5
One set of courts (2—6)	\$93.50/day
All courts	\$137.50/day

(4) *Swimming.*

Daily admission:	
Youth	\$3
Adult	\$4
Swim lessons	\$35 per person
Season passes:	
Youth	\$100
Adult	\$140
Swim Team Practice	\$1,200/2 months
Swim Party	\$300 Saturday and Sunday only, from 6:00 p.m. - 9:00 p.m. Maxcy Gregg and Greenview Pools only
Swim Meets	\$600 per meet

(5) *Golf.*

Ball rental:	
Small bucket	\$6.00
Large bucket	\$7.00

(6) *Field rental.*a. *Soccer.*

Practice:	\$25/hr. \$50
1 field (daily)	\$100
3+ fields	\$50/field
Multi-use:	
1 field	\$50
3+ fields	\$30/field
Security deposit	\$100

b. *Softball/baseball*

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Practice (Non-league)	\$15/hr. (additional \$15/hr. for lights)
Tournament (daily): 1 field	\$150
Each additional field	\$100
Security deposit	\$200

(j) *Classes/camps/programs:**Fee*(1) *Camp.*

Summer day camp	\$55/week \$85.00
Cultural arts summer camp	\$95/week
Cultural arts 4 day camp	\$65/for the 4 days
Cultural arts specialty camp	\$40 minimum - \$80 maximum
Sports camp	\$55/week \$85.00
Double Dutch camp	\$55/week \$85.00
Outdoor/environmental camp	\$125/week
After school	\$30/week \$40.00
Whitewater Kids Club Camp	\$100/week

(2) *Classes.*

Adult class (standard 6 wks.)	\$90 per class
Youth class (standard 6 wks.)	\$90 per class
Art center open studio	\$80/2 months
Adult pottery	\$90/6 Weeks

(k) *Drew Wellness Center.*

	City Resident	Non-resident
INDIVIDUAL Adult (age 18—49):		
12 months	\$264.00	\$303.60
6 months	\$198.00	\$227.70
One month	\$39.60	\$46.20
Daily	\$6.00	\$8.00
INDIVIDUAL Senior (50+):		
12 months	\$198.00	\$227.70
6 months	\$165.00	\$190.30
One month	\$33.00	\$38.50
Daily	\$5.00	\$6.00
YOUTH (17 and younger):		
One month	\$27.00	\$33.00
Daily	\$3.00	\$4.00
FAMILY (Family of 4/max)*:		
12 months	\$396.00	\$456.50
6 months	\$297.00	\$341.00
One month	\$66.00	\$79.20
Extra child (ea.)	\$10/month	\$12/month
	\$60/year	\$72/year

*Dependent children: ages up to 23 who are claimed on main member's income taxes or insurance.
Age 5 and under must be accompanied by parent or guardian at all times.

(I) *Event vendor fees:*

Food and drink vendor (vendor serving a variety of food and beverages)	\$150.00
Business/professional services vendor	\$100.00
Merchandise vendor	\$100.00
Snack vendor	\$75.00
Arts and crafts vendor	\$50.00

(Ord. No. 2005-001, 1-19-05; Ord. No. 2009-103, 10-7-09; Ord. No. 2013-046, 6-18-13; Ord. No. 2018-025, 6-19-18)

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-064 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Parades (Special Events)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-064- Repeal and Replace of Chapter 22, Article VI (PDF)
- **#b:** Special Event Permit Processing Fees and City Services Charges 2023 Final 5-22-23 (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-064

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Parades

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023 that the City of Columbia, South Carolina Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Parades is hereby repealed in its entirety and replaced with Chapter 22, Streets, Sidewalks and Other Public Places, Article VI, Special Events and Parades, reflected in the attached "Article VI, Special Events and Parades " which is incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net.

This ordinance is effective as of January 1, 2024

Requested by:

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

ARTICLE VI. – SPECIAL EVENTS & PARADES

Sec. 22-161. Enforcement of other laws.

Nothing contained in this article shall prohibit the authority of any law enforcement officer to arrest a person engaged in any act or activity granted in this article if the conduct of such person violates the laws of the state, provisions of this Code or other ordinances of the city, or unreasonably obstructs the public use of public streets or sidewalks, or if such person engages in acts that cause a breach of peace, undue disturbance, interference or molestation of other persons making lawful use of the space in a peaceful manner.

Sec. 22-162. 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:

Event means any special event or the use of a public facility pursuant to park or recreational facility permit.

Event organizer means any person who conducts, manages, promotes or organizes an event.

Event promoter means any person who:

- (1) Is directly or indirectly responsible for the organization of an event, as evidenced by activities such as contracting with the principals, selecting entertainment, sponsoring, advertising or otherwise holding out an event to members of the general public, inviting participants, or renting or controlling the site of an event; and
- (2) Directly or indirectly receives or shares in the following:
 - a. Admission or entrance fees paid by participants or spectators;
 - b. Compensation, consideration or other revenue from sponsors of or private donors to the event;
 - c. Revenues from concessions or other sales; or
 - d. Revenues from the control of vending or concession sites or permits, including nonresident event promoters who do business within the city.

Festival means a thematic, organized, site-specific celebration, performance, exhibition open to the general public.

Goods means wares, personal property, merchandise or any other similar item or object that is generally sold.

Parade means any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or rallies or demonstrations, or any similar display in or upon any street, sidewalk, public place, park or other outdoor places owned or under control of the city.

Parade permit means a permit as required by this article.

Public areas means public sidewalks, parks, playgrounds and other pedestrian areas, as may be limited by city council resolution.

Sidewalk means that portion of a highway other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

Signage means any sign, pennant, flag, banner, inflatable display or other attention-seeking device, including but not limited to:

- (1) Temporary site-specific signage. Printed signs and/or banners bearing the name of a specific event intended to identify the location of that event.
- (2) Temporary welcome signage. Printed signs and/or banners bearing the name of a specific business or entity and a welcome statement referencing the event participants and spectators.

Special event means an entertainment, amusement, athletic, political or other event held on private property or in the exclusionary use of public property, which is reasonably foreseeable to involve a large assemblage of vehicles and/or persons, impose traffic congestion, impact required parking, involve sanitation and security concerns, or the erection of structures or operation of rides, games or machines, that may affect city residents' or visitors' health, safety, or welfare or may require excessive public safety cost in responding to and/or managing the event to preserve the public peace. A special event has a specific start and stop date, except for city sponsored events. A series of similar events may be considered a single special event. A special event can include but is not limited to: filming; concerts; parades; circuses; fairs; festivals; block parties; automobile or motorcycle rallies; community events; mass participation sporting competitions such as marathons and running events; bicycle and other wheeled races or tours; spectator sports such as football, basketball and baseball games; and golf tournaments.

Special event permit means a permit issued for a special event.

Special event venue means that defined area identified on a submitted site plan approved by the city manager or designee for which a special event permit has been issued.

Street means a public right-of-way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular or pedestrian travel. Street includes highways, alleyways, sidewalks and any other public area that accommodates vehicular or pedestrian travel.

Tax-exempt nonprofit organization means an organization that is exempt from payment of income taxes by federal or state law and which has been in existence for a minimum of six months preceding the date of application for a special event permit or other permit. This shall include charities, 501(c)(3) organizations, civic groups, fraternal organizations and mutual benevolent aid societies. Appropriate official documentary proof may be required.

Vendor means any person who sells or offers to sell any goods, food or beverages within a special event venue or public facility during a facility use, including the event organizer or any person who contracts with the event organizer for space within the special event venue or public facility in order to vend goods.

Sec. 22-163. Compliance with other laws.

The granting of any permit under this article shall not eliminate:

- (1) Requirements for any business license or any other permits or licenses which may be prescribed by any other federal, state or local statutes, ordinances, rules and regulations;
- (2) Compliance with any other applicable federal, state, or local statutes, ordinances, rules or regulations; or
- (3) Compliance with regulations regarding the concentration of persons, animals, equipment or vehicles at access points or other areas which substantially damages planting or landscaping on public or private property.

Sec. 22-164. Recovery of excessive public safety costs.

(a) In addition to all other civil and criminal penalties provided by law, the city shall be entitled to recover from the responsible party the cost of an excessive public safety response associated with an event, whether permitted or unpermitted, whether occurring

inside or outside the city limits, that directly impacts city residents or city resources. Excessive public safety costs may be recovered in any manner prescribed by law. Event promoters and event organizers that promote, stage, conduct, organize or sponsor permitted or unpermitted events shall be held accountable and shall be responsible for the cost of the city's additional expenditure of public resources as a result of the event. For purposes of this section, "excessive public safety response" means the deployment or dispatch of law enforcement officers, the need for public safety personnel or emergency vehicles, or code enforcement or public works equipment or personnel due to an observation or report of public disturbances, public health or safety or code violations as a result of an event when compared to the usual frequency or intensity of law or regulation enforcement. Excessive public safety response costs also include the cost of any public safety response caused by the failure of the permittee to adequately plan for the event or abide by the terms and conditions of the event permit. Excessive public safety response costs do not include protection of the attendees of a free speech event from hostile members of the public or counter-demonstrations.

(b) Responsible parties for excessive public safety costs shall include any permittee, event organizer, event promoter, event sponsor, property owner or other individual or entity that knows or should have known that the event, whether permitted or unpermitted, could result in the deployment of public resources to protect or preserve the public health, safety or welfare. Responsible parties shall be jointly and severally liable for the additional expenditure of public resources or excessive public safety response costs.

Sec. 22-165. Miscellaneous provisions applicable to this article, as well as unpermitted events.

(a) The city shall determine when or if an event requires the closure of the entire street, a portion of the street or no street closure. Closure of a street may involve additional personnel and the placement of physical barriers for public safety.

(b) Sound amplification carried by a person (ex., loudspeakers or bullhorns) is prohibited when the sound is louder than an average conversational level at a distance of 100 feet. Parades and public assemblies with permits must identify sound amplification devices that are too large to be carried by one person or that employ marching musicians or groups of performers.

(c) Any special event permit is subject to revocation by the city manager or designee, police chief or designee or fire chief or designee on the following grounds:

- (1) Due to emergency or unforeseen conditions that may arise before or during the course of the event for which it is granted;
- (2) To preserve public health, safety and welfare;

- (3) For violation of any law or regulation by the participants, applicant or event organizer;
 - (4) If the event cannot be conducted without violating any condition of the permit or is being conducted in violation of any condition of the permit;
 - (5) If the event organizer or any person associated with the event organizer or facility use fails to obtain any other permit or license required by the City Code or ordinance, state law or federal law;
 - (6) If the permit was issued in error or contrary to law; or
 - (7) If the information provided in the application has been falsified or misrepresented.
- (d) The city manager or designee, police chief or designee or fire chief or designee may modify or amend any permit or requirements in keeping with the nature of the approved event and as circumstances dictate.
- (e) For public safety reasons the following are prohibited at all events, including but not limited to protests, demonstrations, pickets and extraordinary events, and declared contraband and subject to confiscation. These prohibitions may be modified or waived by the city manager or designee based upon the nature of the event:
- (1) Open flames except in stationary cooking devices essential to the event.
 - (2) Any combustible or flammable solids, liquid or gasses, including lighters, torches, etc., except in stationary cooking devices essential to the event.
 - (3) Sticks, poles, selfie sticks or other similar elongated solid objects capable of inflicting bodily harm as a striking or stabbing object, excluding commercially available corrugated cardboard tubing as the supporting article for signage, flags and the like.
 - (4) Backpacks, satchels, bags, coolers or similar personally carried containers, except when said container is completely clear and see-through. This prohibition is not applicable to facility use permits and may be waived or modified when checkpoint entry to the area of assembly is monitored by either private internal security approved by the city or by law enforcement officers with examination of the contents prior to entry.
 - (5) Any firearm or ammunition, concealed or otherwise, except as an essential part of a recognized active national military observation of governmentally

sponsored event.

- (6) Any mechanical or handmade contrivance that launches any projectile of solid, liquid or gaseous composition, including aerosols/pressurized canisters.
 - (7) Any stabbing, cutting or slicing blade, whether of metal or other solid composition.
 - (8) Any striking object such as a bat, stick, brass knuckles, martial arts weapons, implement handles and the like, which could inflict bodily injury.
 - (9) Any facial mask, headgear or cloth worn over any portion of the face which prevents facial identification of a person over 16 years of age (see S.C. Code 16-7-110).
 - (10) Any carried object that resembles or serves the purpose of a shield.
 - (11) Any armor or defensive covering that resembles or serves the purpose of defensive body armor.
 - (12) Drones and other unmanned aircraft systems.
 - (13) Glass and/or thermal containers.
 - (14) Individually carried signage exceeding the size restriction of 24 inches by 36 inches by ¼ inch provided however, flexible banners with a supporting rigid spine carried by two persons are permitted in roadway parades and processions along with ornamental objects such as mock swords, pennants, flags and rifles in the context of a marching band of a school or military organization.
 - (15) Wagons or carts.
- (f) The permittee shall carry a copy of the permit on his/her person during the event and will be designated as the contact person available to law enforcement for the transmission of messages or directions to all persons participating or attending the event. If the permittee is not present on site, another individual must carry the permit and make his/her position known to law enforcement on site.
- (g) All persons participating in or attending the event shall obey the lawful commands of any law enforcement officer and shall conduct themselves in a lawful

manner at all times.

(h) The normal flow of traffic shall not be disrupted except in instances where a law enforcement officer or City employee under a law enforcement officer's direction performs this disruption.

Sec. 22-166. Special event permit required; exceptions.

- (a) No person shall conduct, promote, manage or engage in any special event unless a special event permit is obtained pursuant to this article.
- (b) This section shall not apply to the following:
 - (1) Funeral processions supervised by a licensed mortuary;
 - (2) Picketing as permitted by city ordinance;
 - (3) Students going to and from school classes or participating in educational activities, providing such conduct is under immediate direction and supervision of the proper school authorities; or
 - (4) A parade, event or performance that is under the control of the City of Columbia and is conducted on city streets, rights-of-way or any other city owned or managed property.
 - (5) Governmental agencies acting in the course and scope of their authority.

Sec. 22-167. Special event applications; contents; review process.

- (a) An applicant shall submit an application to the city manager or her designee accompanied by the applicable special events permit fee set forth on the city's special events fee schedule, as approved by city council.
- (b) The advance-filing period for each type of special event shall be stated on each application. Failure to submit an application within the specified time will result in the application being deemed incomplete.
- (c) In consideration of the high demand on public services, the city manager may limit acceptance of special event applications.
- (d) The application for each type of special event shall contain all pertinent information for the type of event, including but not limited to:

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- (1) The name, address and telephone number of the applicant.
- (2) The dates and times of the special event.
- (3) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the event.
- (4) The name, address and telephone number of the parade chairman or event organizer, if any, and the chief officer of the event organizer, if any.
- (5) If the special event is designed to be held by, on behalf of or for any organization other than the applicant, the applicant shall provide documentation from such organization:
 - a. Authorizing the applicant to apply for the special event permit on its behalf; and
 - b. Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the event.
- (6) A copy of the tax exemption letter issued to any applicant claiming to be a tax-exempt nonprofit organization.
- (7) A statement of the purpose of the special event.
- (8) A statement of fees to be charged to attendees or participants for the special event.
- (9) The proposed signage, boundaries, location, map, dates, times, routes, alternate routes, staging areas, parking or disbanding stands or areas.
- (10) The approximate number of persons and types and number of animals, structures or vehicles involved in the special event and the parking plan for vehicles.
- (11) The plan for trash removal and special event breakdown and clean-up.
- (12) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise.
- (13) The number and location of portable sanitation facilities.

- (14) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety.
- (15) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction using city streets, sidewalks or facilities.
- (16) Provisions for first aid and/or emergency medical services.
- (17) Insurance and surety bond information.
- (18) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event.
- (19) Full information on the location, number and names of vendors, and the types of goods or services intended to be marketed within the boundaries of the special event.
- (20) Whether alcohol will be sold or provided.
- (21) Any other information required by the city manager or her designee.

Sec. 22-168. Criteria for issuance of special event permit.

- (a) In reviewing an application for a special event permit, the city manager or designee shall consider the following:
 - (1) Whether the special event will substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
 - (2) Whether the special event will require the diversion of a number of law enforcement officers to properly provide adequate protection to the remainder of the city;
 - (3) Whether the concentration of persons, animals, equipment or vehicles at assembly points or other areas will substantially interfere with adequate fire and police protection of, or ambulance service to, areas or near such areas or will hinder the movement of firefighting equipment;
 - (4) Whether the special event is reasonably likely to result in violence to persons or property causing serious harm to the public;

- (5) Whether the special event is to be held for the primary purpose of advertising a product, goods or services and is designed to be primarily for profit.
 - (6) Whether the route has been requested recurrently in prior years and is too disruptive to residents or businesses;
 - (7) Whether the proposed use of public property, right-of-way or facility will unduly interfere with the normal use of the public property, right-of-way or facility by the city or the general public. Consideration will be given to the number of people expected to be in attendance, the primary purpose of the space, other previously permitted events occurring nearby or in the same space and close in time to the proposed event. The appropriateness of the size of space requested for the type of activity proposed will be assessed so that limited space will not be expected to hold a greater number of people or large space is not set aside for a limited number of people.
 - (8) Whether the concentration of persons within the special event presents a public health hazard based upon guidance from public health authorities.
 - (9) Whether the special event is proposed on the same date or in close proximity to another special event such that the proposed special event may compromise public safety or the ability to provide public services.
 - (10) Any other factor(s) the city manager or designee deems relevant.
- (b) The permittee shall provide proof of comprehensive general liability insurance with combined single limits of \$1,000,000.00 from an A-rated insurer authorized to do business in South Carolina. Based on the nature of the special event, the city manager or designee, in consultation with the director of insurance and risk services or designee, may require increased or decreased coverage amounts and/or additional coverage types. Such insurance shall:
- (1) Name the City of Columbia, its officers, employees and agents as additional insureds;
 - (2) Designate that such insurance is primary without right of contribution from any other insurance carried by the additional insureds;
 - (3) Contain a waiver of subrogation in favor of the additional insureds;
 - (4) Provide that the insurer will give the city written notice at least 30 days in advance of any cancellation or material change to the insurance; and

- (5) Contain no exclusion or endorsement that negates coverage for the additional insureds relating to the negligence of the additional insureds.

(c) Except for special events involving the sale, provision or consumption of alcoholic beverages or traffic control issues, the foregoing insurance requirements may be waived by the city manager or designee, in consultation with the City's Risk Management Department, based on consideration of the following factors:

- (1) Whether the special event is expressive activity protected by the First Amendment;
- (2) Whether the cost of obtaining insurance imposes an unreasonable financial burden or objectively impossible. Applicant must submit a statement from at least two licensed insurance brokers supporting the claim that it is objectively impossible to obtain the required insurance coverage.
- (3) Whether a fee or donation is charged for the special event;
- (4) Whether the special event will involve the use of equipment (other than sound equipment), vehicles, animals, fireworks or pyrotechnics;
- (5) The expected attendance of the special event; and
- (6) Any other relevant factor(s).

Sec. 22-169. Issuance of a special event permit does not obligate city services or constitute co-sponsorship.

Issuance of a special event permit does not obligate or require the city to provide city services, equipment or personnel. City services, equipment or personnel may be provided for special events based upon consideration of availability and cost recovery. Issuance of a permit, provision of city services, equipment or personnel and/or waiving of any fee does not imply or constitute city co-sponsorship or endorsement or allow the use of the city seal.

The use of the city seal or the words "City of Columbia" or any facsimile thereof that would reasonably imply an official endorsement or sponsorship of the event by the city is prohibited absent express written authorization from the city manager.

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Sec. 22-170. Cost recovery.

- (a) The required deployment of city services will be determined by the city taking into consideration the type of event, location of the event, whether alcohol is being served, the number of participants, the level of street or right-of-way usage and the need for pedestrian and traffic control.
- (b) Fees and costs shall be stated in the special events fee schedule and/or other departmental fee schedules as approved by city council.
- (c) The applicant is required to pay all fees and costs at the time of submission of the application.
- (d) Failure to pay shall prevent the application from being processed.

Sec. 22-171. Parade Permit required.

Unless otherwise indicated, the provisions regarding special events are applicable to parade permits. It shall be unlawful for any person to engage in, participate in, aid, form, start or stage any parade or procession or any special event as defined herein subject to the exceptions found herein on any of the streets or in any other public places within the corporate limits of the city without first having secured a special events permit from the chief of police to do so; provided, however, that funeral processions and governmental agencies acting within the scope of their official functions are excepted from this article.

Sec. 22-172. Reconsideration of denial of permit.

If the city manager or her designee disapproves the application, he or she shall notify the applicant, setting forth reasons for the denial. The applicant shall then apply in writing to the city manager for reconsideration.

Sec. 22-173. Appeals.

Any applicant shall have the right to appeal the denial of a special event or parade permit to the city council. The appeal shall be taken within five days after receipt of the notice of denial.

Sec. 22-174. Public conduct during parades.

- (a) Interference. No person shall unreasonably hamper, obstruct, impede or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.

- (b) Driving through parade. No driver of any vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- (c) Parking on parade route. The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police may post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

LEGAL DEPARTMENT DRAFT



City of Columbia Special Event Fee Schedule

Special Event Permit Processing Fees		
Event	Application Deadline	Permit Fee
Major Festival or Event May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue Expected attendance greater than 1,000	90 days prior to the event	\$100.00
Festival or Event May include: Outdoor entertainment, sale of food/beverages, service of alcohol, and/or generate revenue Expected attendance less than 1,000		
Parade, Procession, March, Road Race, Bicycle Race Includes the restriction or closure of roadway		
Private or Public Gathering May include: Sale or service of food/beverages, outdoor entertainment, and /or the service of alcohol	60 days prior to the event	\$50.00
Neighborhood Gatherings, Block Party or Walk Includes the restriction of sidewalk or residential street	30 days prior to the event	\$25.00
Road Closure Request – City Center: <i>Area bound by Elmwood Ave to Blossom St and Pickens St to Huger St</i> Includes closure for crane operations, road work, etc.		
Full Road Closure	15 days prior to event	\$1,000 per day [^]
Lane Closure	15 days prior to event	\$500 per day [^]
Road Closure Request –anywhere other than City Center and neighborhood/residential areas: Includes closure for crane operations, road work, etc.		
Full Road Closure	15 days prior to event	\$500 per day [^]
Lane Closure	15 days prior to event	\$250 per day [^]
Road Closure Request – Neighborhood & Residential areas <i>Areas designated as residential base zoning districts by the Unified Development Ordinance in Chapter 17 of City of Columbia Ordinances:</i> Includes closure for crane operations, road work, etc.		
Full Road Closure	15 days prior to event	\$50 per day [^]

NOTE: These fees are for permits only. This does not cover the cost for city services needed for the events to ensure public safety and other needed items for the events. Events that include alcohol to be consumed on public property require approval by City Resolution. Please see the next section for possible additional costs.

[^] A day is defined as 24 hours from 6:00 a.m. to 6:00 a.m. the following day.



City of Columbia Special Event Fee Schedule

Special Event City Services Fees			
Service	Rate	Additional Information	Effective Date**
Public Works Roll Carts	\$20.00 per cart	Delivery and pick up from site Includes disposal after pick up.	Effective January 1, 2024
Public Works Employee Onsite to Service Roll Carts	\$32.00 an hour per employee	Will handle the emptying of roll carts during event.	Effective January 1, 2024
Public Works Barricades	\$10.00 per barricade for first 50 barricades \$7.50 per barricade for 51+ barricades	Includes delivery and pick up from event. Number of barricades needed will be determined between CPD and the event coordinator to ensure public safety.	Effective January 1, 2024
Public Works Street Sweeping	\$50.00 per hour	Arranged as needed and/or requested	Effective January 1, 2024
Public Works Blower Operator	\$20.00 per hour per employee	Arranged as needed and/or requested	Effective January 1, 2024
Public Works Traffic Electrician	\$60.00 per hour per employee	Arranged as needed and/or requested	Effective January 1, 2024
Electricity Box Hookup	\$20.00 per box	As needed and/or requested	Effective January 1, 2024
Water Tap Hookup	\$10.00 per tap	As needed and/or requested	Effective January 1, 2024
Administration Fee	12% of total invoice	12% of total invoice for Administrative Fee	Effective January 1, 2024

**NOTE: These prices will go into effect January 1, 2024 for all events regardless of date event permit was submitted.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-066 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-066 - amend Sec 23-205 Stormwater service charge rates (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-066

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b), is amended to read as follows:

Sec. 23-205. Stormwater service charge rates.

(a) Stormwater service charge rates may be determined and modified from time to time by the Columbia City Council so that the total revenue generated by said charges and any other sources of revenues or other resources allocated to stormwater management by the city council to the stormwater management utility shall be sufficient to meet the cost of stormwater management services, systems, and facilities, including but not limited to the payment of principal and interest on debt obligations, operating expense, capital outlays, non-operating expense, provisions for prudent reserves, and other costs as deemed appropriate by the city council. The following stormwater service charge rates shall apply:

(1) Detached single-family dwelling units. Detached single-family dwelling units, as defined by this ordinance, shall be billed for one equivalent residential unit, as defined in this article.

(2) Other developed lands. All developed lands not classified as detached single-family dwelling units, as defined by this ordinance, shall be billed for one equivalent residential unit for each 2,454 square feet or fraction thereof of impervious area on the subject property. There will be no service charge for developed lands with fewer than 600 square feet of impervious area.

(b) The monthly stormwater service charge rate per equivalent residential unit, as defined in this ordinance, shall be:

\$ 11.80 Beginning July 1, 2017
 \$ 12.54 Beginning July 1, 2018
 \$ 13.32 Beginning July 1, 2019
 \$ 14.15 Beginning July 1, 2021
 \$ 15.03 Beginning July 1, 2022
\$15.03 Beginning July 1, 2024

This ordinance is effective as of July 1, 2023.

Requested by:

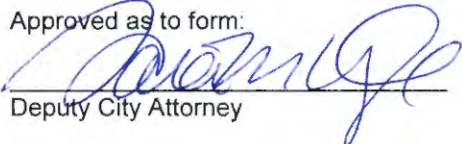
Mayor Rickenmann _____

 Mayor

Approved by:

 City Manager

Approved as to form:


 Deputy City Attorney

ATTEST:

 City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-068 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-068 - Amending Code, Chapter 10 (alarms) (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-068

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 10, Law Enforcement, Article I, False Security Alarms is amended to read as follows:

Sec. 10-1. 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:

False alarm means the activation of an alarm system when, upon inspection by the police department, there is no evidence of unauthorized entry, robbery, or other such crime **was committed or attempted** in or on the premises which would have activated a properly functioning alarm. Notwithstanding the foregoing, a false alarm does not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature. **In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the security alarm user notifies and receives permission from the user's alarm company, or designee, to test the system.**

Security alarm system means any assembly of equipment, mechanical or electrical, installed by a security alarm business, arranged to signal the occurrence of a criminal act, emergency, or other condition to which the Columbia Police Department may be expected to respond.

Security alarm user means a person who is in control of any building, structure or facility where a security alarm system is present.

Year means a 12-month period beginning with July 1 and ending on June 30 of each year.

Sec. 10-2. False alarm procedure and user fee.

- (a) Whenever Columbia Police Department personnel respond to an activated security alarm system, the Columbia Police Department official in charge of the incident shall determine if the response was caused by a false alarm and shall indicate that fact ~~upon the incident report.~~ **to dispatch.**
- (b) ~~The Columbia Police Department~~ **The dispatch notes** shall ~~be~~ regularly reviewed ~~incident reports~~ to monitor the accumulation of false alarms at any one location. When two false alarms have occurred at the same location within one year, and the location is within the incorporated area of the city, **the security alarm user** ~~Columbia Police Department~~ shall ~~be~~ **notify notified by and through** the security alarm user ~~by letter, citing the location and date of each false alarm. The letter shall recommend that appropriate action be taken on the part of the security alarm user to alleviate the causes of false alarms and shall include a statement that an accumulation of any further false alarms within a year shall result in a charge for services and/or the Columbia Police Department discontinuing responding to that location unless dispatched as a result of an emergency call to 911.~~
- (c) ~~Upon a third false alarm occurring at one location within a year, a user fee of \$25.00 for service for false alarm response shall be billed to the property owner. Each additional false alarm within the year shall require the billing of an additional fee of \$100.00. However, no security alarm user shall be charged with accumulating more than one false alarm in any 24-hour period. The fee established by this section affords only partial recovery of the expenses incurred in responding to the false alarm. If payment of the fee, in full, has not been received within 30 days of billing, the fee shall increase to \$300.00. It is hereby found and determined that three or more false alarms within a year shall be deemed excessive. Excessive false alarms shall be assessed a user fee as follows:~~

Third through seventh false alarm	\$100.00
Eighth and ninth false alarm	\$250.00
Tenth or more false alarm	\$500.00

However, no security alarm user shall be charged with accumulating more than one false alarm in any 24-hour period. The fee established by this section affords only partial recovery of the expenses incurred in responding to the false alarm. If payment of the fee, in full, has not been received within 30 days of billing, ~~the fee shall increase to \$300.00.~~ **a late fee penalty of 15% of the user fee shall be assessed.**

~~If more than five false alarms occur at one location within a year, the Columbia Police Department will not respond to that location unless dispatched as a result of an emergency call to 911.~~

Sec. 10-3. Evidence of repair accepted in lieu of fee.

An alarm user may submit evidence that a malfunctioning system has been repaired in lieu of paying a user fee within ten days of the date of notification of the fee. Evidence such as a receipt from a licensed alarm business with a statement of repairs made to the system is acceptable. For a repeated problem with a system after a repair is alleged to have been made, the city manager or his/her designee may decide not to accept an alternative to paying the fee.

Sec. 10-4. Appeals.

Any person may appeal the imposition of a false alarm user fee to the city manager or his/her designee. *Such appeal shall be in writing and shall be made to the city manager within ten days of the date of notification of the fee.* **The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the user fee assessment or other enforcement decisions.**

Sec. 10-5. Appeal Standard.

The city manager or his/her designee shall review an appeal of the assessment of the user fee, late penalty, or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of the fee or other enforcement decisions, the city manager or his/her designee shall have the discretion to dismiss or reduce the user fee, waive the late penalty, or reverse any other enforcement decisions where warranted.

Secs. 10-6—10-30. Reserved.

This ordinance is effective as of July 1, 2023.

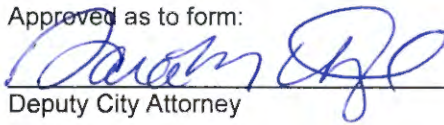
Requested by:

Chief Holbrook _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-067 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V. Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-067 - Fire hydrant fire protection and sprinkler systemFinal051223 (002) (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-067

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 23, Utilities and Engineering, Article V. Water and Sewer Rates,
Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a)*

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-146 Fire hydrant, fire protection and sprinkler system charges (a) is amended to read as follows:

Sec. 23-146. Fire hydrant, fire protection and sprinkler system charges.

(a) Fire hydrant charges added to water bills for out-of-city customers shall be:

	Current	Proposed
(1) Residential, single unit	\$ 10.00	\$ <u>11.00</u>
(2) Residential, multi-unit (served by one meter):		
a. First unit	10.00	<u>11.00</u>
b. Each additional unit	7.50	<u>8.25</u>
(3) Small business	12.50	<u>13.75</u>
(4) Commercial	22.50	<u>24.75</u>
(5) Heavy commercial or light industry	42.50	<u>46.75</u>
(6) Industry	55.00	<u>60.50</u>

(b) The minimum charge shall be made for each out-of-city meter connected to the water line, even though it may be cut off.

The rest and remainder of this section shall remain unchanged.

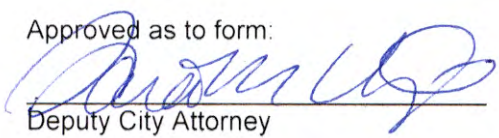
This ordinance is effective as of final reading.

Mayor and City Council

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Fiscal Year 2023/2024 Accommodations Tax Allocations - Ms. Missy Caughman, MPA, CPM, Budget, Program Management and Grants Director

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Budget Memo 9 Accommodations Tax Final (PDF)



CITY OF COLUMBIA
Budget, Program Management & Grants Office
INTEROFFICE MEMORANDUM

TO: Honorable Daniel Rickenmann, Mayor & Columbia City Council,
Teresa Wilson, City Manager

DATE: 6/14/2023

FROM: Missy Caughman, Budget, Program Management & Grants Director MAC
Tina Saxon, Grant Coordinator/Community Liaison

RE: FY 23/24 Accommodations Tax Grant Programs

Attached for City Council approval are the FY 2023/2024 Accommodations Tax Grant Program Committee recommendations that reflect City Council adjustments as discussed during their June 13th work session.

Please let us know if you have any questions or concerns. We appreciate the work of the Accommodations Tax Committee and their service to this program and City Council for making this important program available. The Accommodations Tax Grant program provides valuable resources to support tourism, cultural and recreational programs that contribute to Columbia's vibrant community.

FY 2023/2024 Accommodations Tax Request

	Organization	Project Name	FY 22/23 Approved	FY 23/24 Requested	FY 23/24 Committee Recomm.	FY 23/24 Council Approved
1	Capital City/Lake Murray Country Regional Tourism Board	Leisure Marketing Promotion/Visitors Center	375,488	450,000	258,780	400,000
2	City of Columbia	Finlay Park Revitalization Debt Service & Public Facilities		1,000,000		1,000,000
3	Columbia Metropolitan Convention & Visitors Bureau DBA Experience	Tourism Marketing for Columbia SC	1,600,000	2,500,000	2,500,000	2,300,000
4	Riverbanks Zoo & Garden	Outer Market Advertising		20,000	20,000	
TOTAL			1,975,488	3,970,000	2,778,780	3,700,000



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Fiscal Year 2023/2024 Hospitality Tax Allocations - Ms. Missy Caughman, MPA, CPM, Budget, Program Management and Grants Director

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** FY_23_24_Hospitality_Tax_Committee_Council_Approved_Allocations (PDF)
- **#b:** FY_23_24_Hospitality_Tax_Line_Item_Approved_Allocations (PDF)

FY 23/24 Hospitality Tax Committee Recommendations

	Organization Name	Proposal Title	FY 22/23 Approved	FY 23/24 Requested Amount	FY 23/24 Committee Recomm.	FY 23/24 Council Approved
1	701 Center for Contemporary Art	701 Center for Contemporary Art Events & Programs, Including Columbia Open Studios	70,000	100,000	75,000	75,000
2	Animal Mission	16th Annual Palmetto Peanut Boil	10,000	13,000	11,500	11,500
3	Ann Brodie's Carolina Ballet	Ann Brodie's Carolina Ballet 2023-2024 Season	50,000	60,000	60,000	60,000
4	Auntie Karen Foundation	Legends of...2024 Celebrating Black History in South Carolina	50,000	50,000	50,000	50,000
5	Benedict College	35th Benedict College Harambee Festival	70,000	120,000	80,000	80,000
6	Black Pages International	2024 Columbia Black Expo	50,000	50,000	50,000	50,000
7	Capital City Shag Club	Shag Extravaganza XIII	2,500	10,000	3,500	3,500
8	Capital City/Lake Murray Country Regional Tourism Board (CCLMC)	CCLMC Leisure Destination Marketing/Promotion	100,000	100,000	100,000	100,000
9	Carolina Carillon Holiday Parade	68th Annual Carolina Carillon Parade	25,000	28,000	28,000	28,000
10	Central Midlands Regional Transit Authority	COMET Chat and COMET in the City	-	61,220	-	-
11	City Center Partnership	Main Street District Clean, Safe & Placemaking Program	300,000	350,000	350,000	350,000
12	ColaJazz Foundation	ColaJazz Extended Season 2023-2024	20,300	50,000	40,000	40,000
13	Columbia Choral Society	Columbia Choral Society Performances	10,000	12,500	10,000	10,000
14	Columbia City Ballet	2023-2024 Performance Season	180,000	250,000	180,000	150,000
15	Columbia Classical Ballet	Reimagining the Classics at the Columbia Classical Ballet	125,000	225,000	125,000	150,000
16	Columbia Film Society DBA The Nickelodeon Theater	Renewing the Nick's Festivals and Film Series	50,000	60,000	50,000	50,000
17	Columbia International Festival	Columbia International Festival	100,000	150,000	100,000	130,000
18	Columbia Repertory Dance Company	Columbia Repertory Dance Company 23/24 Season	-	15,300	5,000	5,000
19	Columbia Township Auditorium Foundation	Township Auditorium Performance Series	100,000	125,500	125,500	125,500
20	Congaree Vista Guild	Congaree Vista Guild	415,000	430,000	360,000	360,000
21	Devine Street Association	Devine Street Association Events and Marketing	80,000	100,000	60,000	60,000
22	F.U.N.D.S. INC	19th ANNUAL BLACK HISTORY PARADE & FESTIVAL	15,000	20,000	18,500	18,500
23	First Thursdays On Main	FIRST THURSDAYS ON MAIN	30,000	30,000	30,000	30,000
24	Five Points Association	St. Pat's in Five Points/JerryFest/Clean & Safe Program/Economic Development/Neighborhood General Marketing	355,000	561,500	360,000	360,000
25	Gateway To The Army Association	Completion of Ft. Jackson Centennial Park	-	75,000	-	-
26	Greater Columbia Restaurant Association, A Chapter of the SC Restaurant and Lodging Association	Restaurant Week Columbia	30,000	50,000	40,000	50,000
27	Greater Rosewood Merchants Association	GRMA Programs	45,000	125,000	60,000	60,000
28	Hollywood-Rose Hill Neighborhood Association	Homes for the Holidays Tour	3,000	3,000	3,000	3,000
29	HOOP-ODOGY Basketball Camps & Clinics	HOOP-ODOGY BASKETBALL CAMPS & CLINICS	11,500	12,000	12,000	12,000
30	Jam Room Foundation	Jam Room Music Festival	40,000	90,000	75,000	75,000
31	Main Street Latin Festival	Main Street Latin Festival	30,000	60,000	45,000	45,000
32	Midlands Authority for Conventions, Sports & Tourism	2023-24 Regional Sports Marketing Campaign	35,000	50,000	50,000	50,000
33	Palmetto & Luna	Day of the Dead Celebration-Nov 2	10,000	15,000	10,000	10,000
34	Patrons and Friends of the Arts at Ebenezer, Inc.	Patrons and Friends of the Arts at Ebenezer. Inc	12,500	15,250	15,000	15,000
35	Pink & Green Community Service Foundation, Inc.	Pink Ice Gala	-	30,000	-	-
36	Riverbanks Park District	Riverbanks Zoo and Garden Advertising	50,000	45,000	45,000	45,000
37	SC Women's Leadership Network	Leading Women Dinner	25,000	10,000	-	-
38	Senator Isadore E. Lourie Senior Center	2023-2024 Lourie Lectures, Fall Festival, Events	12,000	12,000	12,000	-

FY 23/24 Hospitality Tax Committee Recommendations

Organization Name	Proposal Title	FY 22/23 Approved	FY 23/24 Requested Amount	FY 23/24 Committee Recomm.	FY 23/24 Council Approved
39 Songwriters Hall of Fame	South Carolina Songwriters Hall of Fame Weekend	-	40,000	5,000	5,000
40 South Carolina Brewers Association	2023 Best of SC Craft Beer Festival	-	20,000	5,000	5,000
41 South Carolina Pride Movement	2023 - Famously Hot SC Pride Festival and Parade	100,000	200,000	100,000	100,000
42 South Carolina Research Foundation	Koger Center for the Arts 23-24 Season	25,000	40,000	40,000	25,000
43 South Carolina Shakespeare Company	Shakespeare in the Parks	35,000	35,000	35,000	35,000
44 South Carolina State Museum Foundation	Out-of-Market Promotional Campaign - Girlhood, It's Complicated Exhibition	35,000	45,000	35,000	35,000
45 South Carolina Writers Association / Lynn Volkenant	Southern Storytellers: A SC Writers Association Conference	-	20,000	-	-
46 Special Olympics South Carolina	2024 Summer Games	14,669	16,343	16,000	16,000
47 Stormwater	Stormwater Studios	-	9,000	5,000	5,000
48 The Palmetto Mastersingers	Concert		5,000	5,000	5,000
49 The Palmetto Opera	The Barber of Seville	5,000	15,000	5,000	5,000
50 The Sally R. Brasley Foundation	The Brasley Foundation Weekend of Excellence	20,000	180,000	30,000	30,000
51 The South Carolina Juneteenth Freedom Festival	The 8th Annual Juneteenth Freedom Festival & Parade	25,000	125,000	35,000	35,000
52 Town Theatre (Columbia Stage Society)	Welcome to "Town"	30,000	60,000	30,000	30,000
53 Trustus Inc.	Trustus Season 39: Elsewhere	55,000	75,000	65,000	65,000
54 Varna International Music Academy/1225 Laurel Street, Suite 331, Columbia, SC 29201	"Muzikal" - Varna International Music Academy 2024	50,000	80,000	50,000	50,000
55 Workshop Theatre of SC	A Night Out on the Town with Dinner and a Show	20,000	26,525	20,000	20,000
56 YMCA of Columbia	Race to Remember	-	10,000	-	-
57 North Main St	NOMA District General Marketing	-	250,000	60,000	60,000
		\$2,926,469	\$4,816,138	\$3,180,000	\$3,188,000

**FY 23/24 Hospitality Tax
Line Item Groups Requests**

	Organization Name	Proposal Title	FY 22/23 Approved	FY 23/24 Requested Amount	FY 23/24 Council Approved
1	Columbia Museum of Art	Columbia Museum of Art Facility Operations/Tourism Marketing/Exhibition Support	1,100,000	850,000	850,000
2	Columbia Music Festival Association	Columbia Music Festival Association/CMFA ArtSpace	255,000	255,000	255,000
3	EdVenture, Inc.	EdVenture Marketing and Operations City of Cola FY24	400,000	575,000	450,000
4	Historic Columbia	Columbia SC 63: Our Story Matters	175,000	200,000	175,000
5	Historic Columbia	Historic Columbia Tours & Programs	703,000	750,000	750,000
6	One Columbia for Arts and History	One Columbia for Arts and Culture	83,888	100,000	100,000
7	South Carolina Philharmonic, Inc.	The SC Philharmonic's 2023/2024 Season, Fireworks with the Phil and Educational Outreach Programs	100,000	150,000	100,000
			\$2,816,888	\$2,880,000	\$2,680,000



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the purchase of a Chevy C2500 Double Cab Silverado Truck for the Columbia Empowerment Zone, as requested by the Fleet Services Division on May 26, 2023. Award to Love Chevrolet using the SC State Contract in the amount of \$52,308.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R222337

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$52,308.00.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the SC State Contract #4400031134, Love Chevrolet Company.

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

ATTACHMENTS:

- **#a:** Love Chevrolet quote (PDF)
- **#b:** Memo_Purchase_Chevy_C2500_CEZ (PDF)



LOVE CHEVROLET COMPANY
100 PARKRIDGE DR
Columbia, South Carolina 29212
DON LOCKHART 803-513-5905
dlockhart@loveauto.com

2023 CHEVROLET 2500 DOUBLE CAB SILVERADO 2WD

ADDED STAHL 8FT SERVICEBODY

PRICING WITH BID ASSISTANCE FOR THE STATE OF S.C.

\$51,808.00

Includes sc imf fee and dmv temp tags

PRICING INCLUDES:

EXTERIOR COLOR SUMMIT WHITE

EBONY VINYL SEATS AND FLOOR COVERING

6.6L V8 GAS ENGINE

MYD 6 SPEED AUTOMATIC TRANSMISSION

MANUAL SINGLE ZONE A/C

TILT WHEEL AND CRUISE CONTROL

POWER WINDOWS, DOOR LOCKS

TWO KEYLESS REMOTE

POWER VERTICAL TRAILERING MIRRORS

ELECTRIC REAR DEFOGGER

7" COLORTOUCH AM/FM STEREO BLUETOOTH CAPABLE

DEEP TINTED GLASS

INTEGRATED TRAILER BRAKE CONTROLLER

HEAVY DUTY AIR FILTER

17" PAINTED STEEL WHEELS

LT245/75 R17E ALL SEASON BLACKWALL TIRES

LOCKING DIFFERENTIAL

NO SPARE TIRE

3:73 REAR AXLE RATIO

GVW RATING 10200 LBS

170 AMP ALTERNATOR

8 FT STAHL SERVICE BODY WITH HITCH AND WIRING

REAR BUMPER WITH TEXTURED BLACK SPRAYLINER

REAR VISION CAMERA IN BODY



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: June 20, 2023

Subject: Recommendation for Approval (Purchase of a Chevrolet C2500 Double Cab Silverado Truck)

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of a Chevrolet C2500 Double Cab Silverado Truck for the Columbia Empowerment Zone. The purchase of this vehicle is an addition to the fleet, due to this department adding additional staff.

This purchase utilizes the SC State Contract for vehicle purchases. Love Chevrolet is an approved vendor under the SC State Contract. This vehicle is a capital purchase and will be funded from this departments operating budget.

If you have questions or concerns, please do not hesitate to contact our office.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve Court Management System Support Services, as requested by Municipal Court Administration on June 13, 2023. Award to the Richland County Information Technology Department in the amount of \$100,000.00. Services were provided during July 1, 2022 to April 30, 2023. This vendor is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Municipal Court - Maintenance & Service Contract (1011502-638200). The original budget amount is \$100,000.00.

ATTACHMENTS:

- **#a:** CMS Memo 2023 (PDF)
- **#b:** CMS_Support_Richland_County_Invoice (PDF)
- **#c:** Municipal Court CMS Agreement with SCJB (PDF)



CITY OF COLUMBIA

City Administration

1737 Main Street • Columbia, SC 29201

Phone: (803)545-3095

To: Mayor and City Council

From: Pamela R. Benjamin, ACM for Administrative Services

Date: June 13, 2023

RE: Richland County – Court Management System Support

The City of Columbia Municipal Court has been in a contract with the Richland County IT Department to provide support, maintenance and training for the state's Court Management System (CMS) since 2002. CMS is essential for managing all cases that fall under the City of Columbia's jurisdiction and the city has been paying the county \$100,000 per year for these services. The city began a 5 year contract and there were several renewals.

Moving forward, the city will be embarking on a Memorandum of Understanding (MOU) with the South Carolina Judicial Branch to provide us with comparable services at a significant reduction in cost. The cost for hosting/support will be \$3,500.00 annually and the MOU began in May 2023.

Richland County Finance Dept.*Invoice***Address:**

Post Office Box 192
Columbia, SC 29202

Phone:

(803) 576-2094

**Bill To:**

City of Columbia, CMS
Municipal Court
PO Box 644
Columbia, SC 29202

Date: May 2, 2023

Date	Invoice #	Description	Amount	Balance
3/6/2023	AR182791	APRIL 2023	\$ 10,000.00	\$ 10,000.00
2/3/2023	AR044899	MARCH 2023	\$ 10,000.00	\$ 10,000.00
1/3/2023	AR022878	FEBRUARY 2023	\$ 10,000.00	\$ 10,000.00
1/3/2022	AR022879	JANUARY 2023	\$ 10,000.00	\$ 10,000.00
11/2/2022	AR988970	DECEMBER 2022	\$ 10,000.00	\$ 10,000.00
10/4/2022	AR973203	NOVEMBER 2022	\$ 10,000.00	\$ 10,000.00
9/12/2022	AR955638	OCTOBER 2022	\$ 10,000.00	\$ 10,000.00
8/2/2022	AR917776	SEPTEMBER 2022	\$ 10,000.00	\$ 10,000.00
7/1/2022	AR899568	AUGUST 2022	\$ 10,000.00	\$ 10,000.00
6/1/2022	AR885864	JULY 2022	\$ 10,000.00	\$ 10,000.00
		Acct No. S9700004		
				\$ 100,000.00

Reminder: If making partial payment of total balance, please indicate which invoices you are paying

Terms: Due in 10 days

**For any questions please contact Sheila at 803-576-2094 or e-mail
martin.sheila@richlandcountysc.gov**

REMITTANCE (Please include with payment)

City of Columbia, CMS

Invoices being paid: Account No. S9700004

Date: 05/02/23

Total Due: **\$ 100,000.00**

Amount Enclosed:

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

**Statewide
Court Case Management System
(CMS)**

**Software Support and Hosting Services
Memorandum of Understanding
for Courts Hosted by SCJB**

CITY OF COLUMBIA

May 1, 2023

Agreement Date

This document identifies the responsibilities of the City of Columbia and the South Carolina Judicial Branch for ongoing support and hosting services for the Statewide Court Case Management System (CMS).

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

Memorandum of Understanding (MOU)

This Memorandum of Understanding, is entered into this 1st day of May, 2023, by and between the CITY OF COLUMBIA hereinafter referred to as the Municipality,

AND

THE SOUTH CAROLINA JUDICIAL BRANCH hereinafter referred to as the SCJB.

The SCJB is providing the Municipality with the statewide Court Case Management System, hereinafter referred to as *Court CMS*.

I. PERIOD OF MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be in effect during the time the Municipality utilizes the Court CMS hosting by SCJB.

II. MUNICIPALITY RESPONSIBILITIES

- A. The Municipality must keep all court computers, scanners, and printers in good working condition.
- B. The Municipality must keep all computers up-to-date with critical security (including virus and spyware) and operating system patches and updates.
- C. The Municipality must keep all court computers up-to-date with the minimum hardware, operating system, and Microsoft Office versions as identified as minimum system requirements for the court as provided under the Support and FAQ tabs on the SCJB CMS Portal Page (<https://cmsportal.sccourts.org/>).
- D. The Municipality must maintain reliable email such that all court users in the Municipality have a valid and working email address.
- E. The Municipality must maintain a reliable, high-speed internet connection of adequate bandwidth as mutually agreed to by the Municipality and the SCJB.
- F. The Municipality must maintain local area network wiring and/or wireless connections within the judicial facilities in good working condition for use and access by the court users.
- G. The Municipality must provide written notice of staff changes to the SCJB within five (5) working days so credentials can be created, updated, or scheduled for deletion as appropriate. In cases of emergency departure of staff, the Municipality should provide written notice to the SCJB within 24 hours of the change.
- H. The Municipality must follow the procedures identified in the Support Procedures section of this document when requesting support from the SCJB.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

INTRODUCTION

The South Carolina Judicial Branch (SCJB) is hosting the statewide Court Case Management System for the counties and municipalities of South Carolina in accordance with this document. Each municipality decides whether or not to have SCJB host, operate, and support this application for them on an individual basis. If a municipality decides to have SCJB host them, then this document serves as the description of the responsibilities of both the municipality and SCJB.

The statewide Court Case Management System is an application that is developed, maintained, trained and supported by the South Carolina Judicial Branch (SCJB) to serve the operational needs of the Summary and Circuit Courts of South Carolina. SCJB has an in-house Court CMS application and support staff that work full-time on the Court CMS. The Court CMS application is inclusive of both the Case Management System and the Jury Management System (JMS).

This document identifies the responsibilities for ongoing support and hosting services for the Court CMS by SCJB for the courts. Specifically, this document identifies the following:

- I. Period of Memorandum of Understanding (MOU)
- II. City of Columbia Responsibilities
- III. SCJB Responsibilities
- IV. Ownership of Data
- V. Support Procedures
- VI. Performance Measures
- VII. Cost to the Municipality
- VIII. Signatures

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

- I. The Municipality is responsible for enforcing an Acceptable Use Policy (AUP) for all CMS users.
- J. The Municipality shall support and assist the SCJB in identifying and clarifying problems encountered by the Municipality and shall make available source documents or data files as may be necessary to isolate or replicate a problem condition.
- K. The Municipality shall maintain the most recent version of Citrix workspace installed on all court computers using CMS. Only printers and scanners on the Citrix compatibility list will be supported.
- L. Any municipal court which chooses to participate in the Judicial Branch's Statewide Court Case Management System must comply with all provisions of this Order [Financial Accounting Order dated 10/26/2017]. Only court personnel may receive and/or disburse court funds. This subsection applies to all municipalities currently in agreement to so participate, and all municipalities who agree to so participate subsequent to the effective date of this Order.

III. THE SCJB RESPONSIBILITIES

- A. For the hosting of the Court CMS, the SCJB will follow industry best practices and standards for the operation and support of this system. The SCJB will employ the same rigor and standards to the hosting of the Court CMS for the counties and municipalities as it does for its own internal systems for the Supreme Court, Court of Appeals, Office of the Chief Justice, and Court Administration. For the hosting of the Court CMS, the SCJB has the following responsibilities pertaining to the production environment:
 - 1. The SCJB will maintain the Court CMS operational on dedicated servers within the SCJB data center.
 - 2. The SCJB will utilize a Citrix hosting platform that enables the users to access the Court CMS through a compatible browser.
 - 3. The SCJB will keep the Court CMS production systems current with all security and operating system patches.
 - 4. The SCJB will hold and maintain the licensing of the required commercial-off-the-shelf (COTS) software current (i.e., SQL Server, Citrix, Microsoft operating systems, etc.) on the Court CMS production systems.
 - 5. The SCJB will keep the hardware components of the Court CMS production systems operational and in good working condition.
 - 6. The SCJB will operate the current release of the Court CMS in the hosted production environment. Note that upon distribution of a new release of the Court CMS, the hosted production environment will be operating one (1)

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

release back until production testing is successfully completed on the new release of the Court CMS.

7. The SCJB will perform data and system backups in accordance with the **SCJB System and Data Backup Schedule**:
 - a) Incremental database backups occur hourly and full database backups are conducted nightly.
 - b) Complete system OS backups are conducted nightly.
 - c) Backup media are stored and maintained in accordance with the **SCJB System and Data Backup Schedule**.
8. The SCJB will follow the procedures as defined in the **SCJB Disaster Recovery Plan** (in process) in the event that data needs to be restored.
9. The SCJB will provide Court CMS production environment security in accordance with the **SCJB Technology Security Policy** (in process).
10. The SCJB will provide system administration to the Court CMS production environment by the SCJB authorized system administrators only.
11. The SCJB will perform general system maintenance after normal business hours. Users will be provided with at least one (1) week of notice of general system maintenance.
12. The SCJB will perform emergency system maintenance when issues are severely impacting system integrity and/or performance. In these situations, the SCJB will address the issues in the production environment utilizing every available means to rectify the problem. In some severe cases, the production environment systems may be shut down immediately. When emergency system maintenance is needed and/or taking place, notification will be sent to the Court CMS users with an estimated time when service will resume. Note that the SCJB reserves the right to restrict or stop all system operations in the event of any major system issues that may cause loss of operational integrity, unauthorized data movement or loss and/or potential corruption across the system.
13. The SCJB will install, configure, and put into the production environment, new releases, patches, upgrades, and versions to the Court CMS after it has been issued for production and it has been tested and validated for production by the CMS support team.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

- B. The SCJB has the following responsibilities for the software support, maintenance, and enhancements of the Court CMS.**
- 1. Application software support services for the current version of the Court CMS and one (1) version back from the current version of the Court CMS.**
 - 2. Application software support services through the SCJB Call Center for the Court CMS during normal working hours of Monday through Friday, 8:30 am – 5:00 pm. Services include technical assistance in troubleshooting and resolving problems/questions associated with the Court CMS.**
 - 3. Application software support services are available through the SCJB paging notification system after hours, during holidays, and weekends.**
 - 4. Court CMS enhancements developed by the SCJB shall be made available as an update to the current version.**
 - 5. New releases of the Court CMS are made available periodically, which include major and significant technical updates and functional improvements.**
 - 6. Testing of new releases, patches, upgrades, and versions of the Court CMS to validate its readiness for the production environment.**
 - 7. Table configuration changes, e.g., the addition of officers or new users, will be performed by the authorized SCJB system administrator support person.**
 - 8. Updates to the Court CMS which are required as a result of changes to the laws, regulations, legislation, administrative directives, or rules of the State of South Carolina or the uniform rules of South Carolina Courts.**
 - 9. If system issues arise that require modifications of the application or non-development data that are not a result or caused by the operations of the SCJB production environment, the procedures defined for modifications to the Court CMS as documented in the SCJB Court CMS Application Modification Procedures will be followed.**

IV. OWNERSHIP OF DATA

Data collected is the property of the Columbia Municipal Court and no use shall be made thereof without the written permission of the Columbia Municipal Court.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

V. SUPPORT PROCEDURES

The SCJB Call Center is the means of communication between the **Columbia Municipal Court** and the SCJB regarding Court CMS issues.

- A. During normal working hours of Monday through Friday, 8:30 am through 5:00 pm, SCJB will provide support through the SCJB Call Center utilizing the standard Court CMS support procedures:
 - 1. The **Columbia Municipal Court** will designate a person as the first level of support (Tier I support).
 - 2. End users will contact the designated Tier I person in their court agency when Court CMS questions or issues arise.
 - 3. If the problem cannot be resolved by the Tier I support person, that person will log a support ticket in the SCJB call tracking system. The call tracking system is monitored by the SCJB support team at the SCJB Call Center. The SCJB support team will communicate with the Tier I support person to answer the question or resolve the issue.
 - 4. Requests for table configuration changes, e.g., the addition of officers or new users, will be submitted through the SCJB call tracking system.
- B. After hours, during holidays, and weekends, end users may access the SCJB paging notification system by calling 803-734-1200 to request technical assistance for emergency issues.

VI. PERFORMANCE MEASURES

Three primary performance measures will be monitored, reported, and reviewed by the SCJB with each hosted county on a periodic basis.

- A. Court CMS system uptime of the hosting operations production systems will average 99% on an annual basis.
- B. The SCJB will acknowledge support calls during normal business hours within 20 minutes. Note that the SCJB will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 20 minutes.
- C. The SCJB will acknowledge support calls during holidays, weekends, and after hours within 30 minutes. Note that the SCJB will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 30 minutes.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

VII. COST TO THE MUNICIPALITY

Hosting Operations and Application Support

The Municipality of Columbia will pay the SCJB's approved base hosting/support cost of \$3,500.00 to the SCJB on an annual basis beginning on April 1, 2023.

VIII. COST ADJUSTMENTS

The SCJB's approved base costs for Hosting Operations and Application support are subject to increase at a rate not to exceed the CPI index (annually adjusted) beginning in FY 2022-2023.

July 1; 2023 King

IX. NON-APPROPRIATION

Any contract entered into by the Municipality shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

VIII. SIGNATURES

SOUTH CAROLINA JUDICIAL BRANCH

CITY OF COLUMBIA

Christopher R. Haley 05/03/2023
Signature Date

Teresa B. Wilson 4/24/2023
Signature Date

Christopher Haley
Name (Please Print.)

Teresa B. Wilson
Name (Please Print.)

Director of Information Technology
Title

City Manager
Title

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
04/12/2023

Katherine M. Jackson 4/17/23
Signature Date

Katherine M. Jackson
Name (Please Print.)

Court Administrator
Title



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Change Order #1 for Project SS7558-SD8496; 8" Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of \$78,780.10. This firm is located in Swansea, SC.

REQUISITION NO.: R213038 / P192555

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-SS755801-5549999-SD849601-658650). The original budget amount is \$397,423.90, which includes contingency. The budget amount for this change order is \$78,780.10. The total revised budget amount is \$476,204.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide pipeline rehabilitation services at 3.29% (\$2,588.20) of the change order amount.

JA Mabus & Associates of Leesville, SC is the protégé and will provide storm drain line services at 96.71% (\$76,191.90) of the change order amount.

Change Order #1 is requested to provide funding for \$78,780.10 and for 240 additional days for construction and 90 additional days for closeout service of the contract.

ATTACHMENTS:

- **#a:** PM Memo _ CO#1 FINAL _ SS7558 Relocate SD8496 Drainage Imp. _ 2511 Clark Street (PDF)
- **#b:** PO Mod SS7558 Relocation SD8496 Improvement _ 2511 Clark Street for CO#1 FINAL (PDF)

- #c: CO#1 FINAL SS7558 Relocation SD8496 Improvement 2511 Clark Street (PDF)



CIP #SS7558/SD8496
Sewer Main Relocation and Storm Drainage
Improvements at 2511 Clark Street
Change Order #1 Final
PO# P192555
April 10, 2023

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and LAD Construction, LLC (LAD) (Contractor) is requested due to (unforeseen) conditions requiring additional work to continue construction of this contract. All other provisions of the agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: This change order has been prepared for the final add/deduct to the contract and the modifications to the contract due unforeseen items described as follows:

- **Work associated with the Foundation and Plumbing issues at 2513 Clark Street:**
 During construction, the house foundation and plumbing for 2513 Clark Street has to be stabilized during construction and had to be reconstructed after construction was completed for the new 10" gravity sewer mains.
- **Work associated with Plumbing issues at 2506 Park Street:**
 During construction, it was determined that the sewer service for 2506 Park Street was tied to the existing sewer main under the residence. This existing sewer service has to be reconstructed and relocated temporarily and permanently during and after construction of the new 10" gravity sewer mains.

Additions

Item #16-Remove & Replace Asphalt Pavement Road 9.05 TN @ \$480.00	\$ 4,344.00
Item #30-By-Pass Pumping 0.25 LS @ \$12,000.00	\$ 3,000.00
Item #33-Mobilization 0.50 LS @ \$14,400.00	\$ 7,200.00
New Item-Doghouse Manhole 1 EA @ \$5,800.00	\$ 5,800.00
New Item-Modify Manholes A5 & A6 1 LS @ \$4,400.00	\$ 4,400.00
New Item-Sewer Service and Plumbing Repairs for 2506 Park Street 1 LS @ \$6,422.00	\$ 6,422.00
New Item-10" PVC Sewer Main 28 LF @ \$100.00	\$ 2,800.00
New Item-2513 Clark Street Structural Evaluation & Helical Pier Installation 1 LS @ \$41,401.00	\$ 41,401.00
New Item-2513 Clark Street Emergency Temporary Sewer Plumbing & Permanent Sewer Plumbing 1 LS @ \$5,000.00	\$ 5,000.00
New Item-2513 Clark Street Additional Structural Work on Foundation Wall 1 LS @ \$55,913.00	\$ 55,913.00
New Item-2513 Clark Street Repair Subfloor, HVAC, and Connect Subfloor to CMU Wall 1 LS @ \$5,715.00	\$ 5,715.00
New Item-Convert SD B2 to Type 9 Catch Basin and Install Nyloplast Storm Drainage System at 2513 Clark Street 1 LS @ \$29,195.00	\$ 29,195.00
TOTAL ADDITIONS:	\$ 171,190.00

CIP# SS7558/SD8496
 Change Order #1 Final
 Page 2

Deductions

Item #10-4"x6" Reducer Bushing 1 EA @ \$132.00	\$ 132.00
Item #12-4" Demolition Caps 2 EA @ \$30.00	\$ 60.00
Item #14-10" Demolition Caps 1 EA @ \$276.00	\$ 276.00
Item #20-SCDOT Excavatable Flowable Fill 160 CY @ \$228.00	\$ 36,480.00
Item #21-24" Storm Drainage Pipe (6'-8' Deep) 8 LF @ \$168.00	\$ 1,344.00
Item #23-24" Storm Drainage Winged Headwall 1 EA @ \$2,280.00	\$ 2,280.00
TOTAL DEDUCTS:	\$ 40,572.00

TOTAL CHANGE (ADDITION):	\$ 130,618.00
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Funding Source: 5529999-SS755801-658650.

Owner's Contingency Allowance

Original Owner's Contingency Allowance:	\$ 51,837.90
Previous Change Orders (Increase/Decrease):	\$ 0.00
This Change (Decrease):	\$ 51,837.90
Revised Owner's Contingency Allowance:	\$ 0.00

Proposed Change and Basis for Payment

Original Contract Price:	\$ 397,423.90
Previous Change Orders (Increase):	\$ 0.00
This Change: (Increase)	\$ 78,780.10
Revised Contract Price:	\$ 476,204.00

Contractual Completion Dates:

Contract Start Date: 03/14/2022
 Final Construction Completion Date: 09/09/2022

Days Added CO#1 (Construction): 240 days (05/07/2023)
 Days Added CO#1 (Closeout): 90 days (08/05/2023)

Revised Final Construction Completion Date: 05/07/2023
 Contract Closeout Date: 08/05/2023

CIP# SS7558/SD8496
 Change Order #1 Final
 Page 3

This Change is Acceptable:

LAD Construction, LLC

By: *Blackwell T.D.*

(Mr. Ted Blackwell)

Title: *PRESIDENT*

Recommended for Approval: *Alan Cockrell*

Alan Cockrell

Utility Construction Inspector

Recommended for Approval: *Tim Sox*

Tim Sox

Sr. Utility Construction Inspector

Recommend for Approval: *Andrea Bolling*

Andrea Bolling, P.E.

Asst. City Engineer Construction

Recommend for Approval: *Clint E. Shealy*

Clint E. Shealy, P.E.

Asst. City Manager

Approved: _____

City Manager

Teresa B. Wilson

APPROVED AS TO FORM

 Andrea Bolling
 Legal Department City of Columbia, SC

06/06/2023



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Change Order #5 for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on April 24, 2023. Award to S. J. Louis Construction in the amount of \$1,079,882.39. The contract term is extended to December 26, 2023. This firm is located in Rockville, MN.

REQUISITION NO.: P185379

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects, Capital Projects Cost (5529999-SS733702-658650). The original budget amount is \$20,817,577.09. The budget amount for this change order is \$1,079,882.39. The total revised budget amount is \$21,897,459.48.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

Construction Change Order #5 is requested to provide funding for additional efforts related to differing subsurface conditions, revised wastewater bypass implementation, creek crossings, and increased rock excavation. This project includes the upsizing of existing piping for approximately 4,500 linear feet with new 36" diameter gravity sewer and for approximately 2,700 linear feet with new 42" diameter gravity sewer, all located along Rocky Branch. The project begins at the intersection of Main Street and Whaley Street and terminates at the connection to the existing 60" gravity line located near the Vulcan quarry along the Congaree River.

ATTACHMENTS:

- **#a:** SS733702 East Rocky Branch CO#5 __ PM Recommendation Memo (PDF)
- **#b:** CO_5 S_J_Louis Construction SS7337_02 East Rocky Branch (PDF)
- **#c:** PO_Modification_S_J_Louis_Const_SS7337_02_East_Rocky_Branch_CO_5 (PDF)
- **#d:** SS733702 CO#5 Supporting Documentation



CIP # SS733702
East Rocky Branch
Improvements Phase 2
Change Order #5
PO# P185379
April 19, 2023

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and S.J. Louis Construction, Inc (SJ Louis) is requested due to unforeseen conditions requiring additional work to continue construction of the Contract.

Description for Changes: These changes are modifications to the Contract due to changes and unforeseen items as described below. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

1. Change Order Request 013 – Differing Subsurface Conditions (Olympia Park)

- During construction in the area of Olympia Park, subsurface conditions were discovered to differ significantly from what was shown in the bidding documents and geotechnical reports provided at the time of the bid. This change compensates the contractor for the additional costs associated with open-cut pipe installation through the differing conditions.

2. Change Order Request 014 – Differing Subsurface Conditions (Bluff Road to Dreyfuss Road)

- During construction generally located between Bluff Road and Dreyfuss Road, subsurface conditions were discovered to differ significantly from what was shown in the bidding documents and geotechnical reports provided at the time of the bid. This change compensates the contractor for the additional costs associated with open-cut pipe installation through the differing conditions.

3. Change Order Request 019 – Church Bypass

- The alignment of the new sewer over the existing sewer and the lack of available manholes makes it difficult to provide bypass pumping around the church as shown on the plans. There was also the need to add an elevated earthen pad within the storm pond to ensure the pumps would remain out of potential flooding. This change includes a 6" pump with a float control system with additional piping to make the bypass design work properly and safely. In addition to the cost change noted below, this item will add 11 calendar days to the contract schedule.

4. Change Order Request 020 – Creek Open Cut

- Due to existing ground conditions and safety concerns the pipe across the creek was installed via open cut rather than tunnelling per the directions of Work Change Directive No. 7. This work included installing a dam and diverting the creek around the excavation via a bypass pumping system. In addition to the cost change noted below, this item will add 45 calendar days to the contract schedule.

CIP # SS733702
Change Order #5
Page 2

5. Increase in Quantity of Rock and Boulder Excavation (Line Item A8)

- As the project approaches completion, the contractor, engineer, and City have determined that there will need to be an increase in the quantity of Rock and Boulder Excavation beyond what was originally included in the contract:
 - i. Increase from 7,956.3875 cubic yards (revised quantity as of Change Order #3) to 11,701.29 cubic yards for an increase of 3,744.9025 cubic yards at the bid price of \$100 per cubic yard for a total cost increase of \$374,490.25.

6. Decrease in Quantity of 54-inch Steel Casing (Line Item B1)

- Change Order Request 020 is an alternative construction method to install 90 LF of 54-inch casing as was initially included in Bid Item B1. This Change Order decreases the quantity of Bid Item B1 by 90 LF which is included in COR 020. The Contractor has previously installed 830 LF of 54" casing. This would equal 920 LF which is 10 LF more than the original bid quantity of 910LF. Therefore, this change order will add the extra 10 LF installed to date and subtract the 90LF installed in COR 020. This results in a net subtraction of 80 LF of 54" casing from bid item B1 or a net decrease of \$168,000.00.

Deductions:

Item #6 as Described Above	\$ 168,000.00
<u>TOTAL DEDUCTIONS:</u>	\$ 168,000.00

Additions:

Item #1 as Described Above	\$ 142,098.37
Item #2 as Described Above	\$ 90,143.78
Item #3 as Described Above	\$ 213,931.22
Item #4 as Described Above	\$ 427,218.77
Item #5 as Described Above	\$ 374,490.25
<u>TOTAL ADDITIONS:</u>	\$ 1,247,882.39
<u>TOTAL NET CHANGE:</u>	\$ 1,079,882.39

Funding Source: 5529999-SS733702-658650.

Owner's Contingency Allowance

Original Allowance Total:	\$ 1,621,800.00
Previous Change Orders:	\$ 1,621,800.00
This Change (Decrease):	\$ 0.00
Revised Owner's Contingency Allowance:	\$ 0.00

CIP # SS733702
 Change Order #5
 Page 3

Proposed Change and Basis for Payment

Original Contract Price:	\$ 16,218,000.00
Previous Change Orders (Increase):	\$ 4,599,577.09
This Change (Increase):	\$ 1,079,882.39
Revised Contract Price:	\$ 21,897,459.48

Contractual Completion Dates:

Notice to Proceed: 9/21/2020
 Substantial Completion Date: 7/23/2022
 Final Completion Date: 9/21/2022

Days Added due to CO #1: None
 Days Added due to CO #2: None
 Days Added due to CO #3: 98 days [Substantial & Final Completion]
 180 days [Contract Closeout]
 Days Added due to CO #4: 127 days [Subst Compl, Final Compl, & Closeout]
 Days Added due to CO #5: 56 days

Revised Substantial Completion Date: 04/30/2023
 Revised Final Completion Date: 06/29/2023
 Contract Closeout Date: 12/26/2023

This Change is Acceptable:

S.J. Louis Construction, Inc.

By: APK

(Mr. Aaron Kellerman)

Title: Senior Project Manager

Recommended for Approval: Alan Cockrell Construction Coordinator
 Alan Cockrell

Recommended for Approval: Tim Sox Sr. Utility Constr. Coordinator
 Tim Sox

Recommend for Approval: Andrea Bolling Deputy Director of Engineering
 Andrea Bolling, P.E.

Recommend for Approval: Clint E. Shealy Asst. City Manager
 Clint E. Shealy, P.E.

Approved: _____ City Manager
 Teresa B. Wilson

APPROVED AS TO FORM
Quinn
 Legal Department City of Columbia, SC
 06/06/2023

HUSSEY GAY BELL*Established 1958*

April 26, 2023

John T Riggs, PE
Deputy Director of
Major Capital Projects
Columbia Water
PO Box 147
Columbia, SC 29217

Re: East Rock Branch Sanitary Sewer
Improvements – Phase II Columbia
Water CIP No. SS733702
Engineer's Recommendation for Change Order No. 5

Mr. Riggs:

This letter is to serve as Hussey Gay Bell's (HGB) Engineer's Recommendation for Change Order No. 5 (CO #5) for an increase of \$1,079,882.39 in the contract price and an increase of 56 days in the contract time with the Contractor, SJ Louis Construction, Inc. The proposed CO #5 consists of the following changes:

Change Order Request 013 – Differing Subsurface Conditions (Olympia Park)

During construction in the area of Olympia Park, subsurface conditions were discovered to differ significantly from what was shown in the bidding documents and geotechnical reports provided at the time of the bid. This change compensates the contractor for the additional costs associated with open-cut pipe installation through the differing conditions.

Change Order Request 014 – Differing Subsurface Conditions (Bluff Road to Dreyfuss Road)

During construction generally located between Bluff Road and Dreyfuss Road, subsurface conditions were discovered to differ significantly from what was shown in the bidding documents and geotechnical reports provided at the time of the bid. This change compensates the contractor for the additional costs associated with open-cut pipe installation through the differing conditions.

Change Order Request 019 – Church Bypass

The alignment of the new sewer over the existing sewer and the lack of available manholes makes it difficult to provide bypass pumping around the church as shown on the plans. There was also the need to add an elevated earthen pad within the storm pond to ensure the pumps would remain out of potential flooding. This change includes a 6" pump with a float control system with additional piping to make the bypass design work properly and safely. In addition to the cost change noted below, this item will add 11 calendar days to the contract schedule.

Change Order Request 020 – Creek Open Cut

Due to existing ground conditions and safety concerns the pipe across the creek was installed via open cut rather than tunnelling per the directions of Work Change Directive No. 7. This work included installing a dam and diverting the creek around the excavation via a bypass pumping

1010 Gervais Street, Floor 3 • Columbia, South Carolina 29201 • 803.799.0444 • husseygaybell.com

John T. Riggs, PE
April 26, 2023
Page 2

system. In addition to the cost change noted below, this item will add 45 calendar days to the contract schedule.

Increase in Quantity of Rock and Boulder Excavation (Line Item A8)

As the project approaches completion, the contractor, engineer, and City have determined that there will need to be an increase in the quantity of Rock and Boulder Excavation beyond what was originally included in the contract:

Increase from 7,956.3875 cubic yards (revised quantity as of Change Order #3) to 11,701.29 cubic yards for an increase of 3,744.9025 cubic yards at the bid price of \$100 per cubic yard for a total cost increase of \$374,490.25.

Decrease in Quantity of 54-inch Steel Casing (Line Item B1)

Change Order Request 020 is an alternative construction method to install 90 LF of 54-inch casing as was initially included in Bid Item B1. This Change Order decreases the quantity of Bid Item B1 by 90 LF which is included in COR 020. The Contractor has previously installed 830 LF of 54" casing. This would equal 920 LF which is 10 LF more than the original bid quantity of 910LF. Therefore, this change order will add the extra 10 LF installed to date and subtract the 90LF installed in COR 020. This results in a net subtraction of 80 LF of 54" casing from bid item B1 or a net decrease of \$168,000.00.

Based on our review and consideration of these requests, we recommend the execution of CO #5 for an increase of \$1,079,882.39 in the contract price and an increase of 56 days in the contract time.

Should you have any questions regarding this recommendation, please do not hesitate to contact me at (803) 799-0444 or kstrickland@husseygaybell.com.

Sincerely,

HUSSEY GAY BELL

Kevin F. Strickland, PE
Principal

Cc: James Alan Cockrell, City of Columbia
Jamie Kelso, Clean Water 2020
Travis Basnett, HGB — Columbia



We Are Columbia

CITY OF COLUMBIA
 DEPARTMENT OF PROCUREMENT AND CONTRACTS
 1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
 OFFICE: 803-545-3470 FAX: 803-733-8408
 procurement@columbiasc.gov

Justification/Determination for Requested Change Order

Change Order # 5 – S.J. Louis Construction, SS733702 East Rocky Branch Sewer Ph 2

(Check all applicable boxes below and attach Amendment with supporting documentation)

Change(s) to Scope of Work/Services due to:

- ☒ Unforeseen Work Discovered during performance
- ☐ Additional Work Identified to avoid future costly repairs
- ☐ Alterations/Change(s) to Architectural Design
- ☒ Additional Goods, Parts, Equipment, Supplies, etc.
- ☐ Force Majeure or Other Reasons beyond the Owner/Contractors control

Change(s) to Compensation due to:

- ☐ Original Cost Estimate/Projection Inadequate for Full Contract Period
- ☐ Market Conditions/Increase in Material & Supply Costs, Supply Chain Issues, etc.
- ☐ Staffing, Capacity and Other Resource Limitations requiring cost adjustments
- ☒ Unforeseen Additional Requirements

Renewal and Extensions due to:

- ☐ Exercising Right to Renew per Original Contract/Agreement
- ☒ Requesting Extension outside of Original Contract/Agreement
- ☐ Time Only – No Cost Change
- ☐ Add/Deduct for Final Contract Closeout Purposes

Other Change(s) not identified above:

- ☐ Administrative Only Change
- ☐ Subconsultant/Subcontractor Change
- ☐ Other Reasons not identified above (attach details)


 Signature of Project Manager or Authorized Designee

5-16-23
 Date

Signature of Purchasing Agent or Deputy Director

Date



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of HVAC Evaluation Services, as requested by the Support Services Division on May 4, 2023. Award to Trane U.S. Incorporated using the Omnia Partners Cooperative Contract in the amount of \$104,760.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R222056

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Support Services and Professional Services (1011201-636600). The original budget amount is \$104,760.00.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the Omnia Partners Cooperative Contract #3341, Vendor, Trane U.S. Inc.

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 contract.

ATTACHMENTS:

- **#a:** HVAC Evaluation Memo (PDF)
- **#b:** APPROVED_23017106_Trane_Quote_with_terms (PDF)
- **#c:** Trane Contract 3341 (PDF)
- **#d:** Trane Award Letter (PDF)
- **#e:** Trane OMNIA Contract Amendment Form (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: June 20, 2023

Subject: Recommendation for Approval (Evaluation of HVAC Equipment)

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the HVAC building equipment evaluation services as provided by Trane U.S. Incorporated. This evaluation will provide General Services with the necessary information to prepare and budget for a capital replacement program of the HVAC components at city facilities.

This purchase utilizes the Omnia Partners Cooperative Contract for vehicle purchases and is funded as part of the Support Service Division's operating budget.

If you have questions or concerns, please do not hesitate to contact our office.



Trane U.S. Inc.
111 Lott Court
West Columbia, SC 29169
Phone: (803) 936-4712
Fax: (803) 936-4715

March 23, 2023

ATTENTION: Stacey Dixon

PROJECT NAME: City of Columbia - BLDG Evaluations

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Based on equipment list provided

SCOPE OF SERVICE

Description (General Overview)

- Perform evaluation on equipment at buildings throughout the City of Columbia
- Check refrigerant pressures
- Visual inspection of evaporator and condenser coils
- Evaluate remaining life expectancy
- Generate asset plan

CLARIFICATIONS

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- This proposal is valid for 30 days from March 23, 2023.
- Proposal is based on equipment list provided by City of Columbia.
- Proposal assumes that all equipment is accessible.
- No repairs are included as a part of this contract.

**PRICING AND ACCEPTANCE****TOTAL PRICE:.....\$97,000.00 USD**

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Brandon Baggott

Brandon Baggott
Sales Engineer
E-mail: brandon.baggott@trane.com
Cell: (803) 528-6157

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: **M111417**

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Customer's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and

(5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team-oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

DocuSigned by:
BY: Jonathan Delagrave 8/17/2022
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DocuSigned by:
BY: Michael J. Lanzdorf 8/17/2022
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DocuSigned by:
BY: Wendy Christensen 8/17/2022
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DocuSigned by:
BY: Shawn Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
DocuSigned by:
BY: Greg Spencer 8/16/2022
93FF4CCACB964F1...

**Duane McKinney**

Purchasing Coordinator
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763
duane.mckinney@racinecounty.com

August 4, 2022

Mr. Greg Spencer
Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

Dear Mr. Spencer:

On behalf of Racine County, I would like to formally congratulate Trane U.S. Inc. on being selected to provide HVAC Products, Installation, Labor Based Solutions and Related Product and Services for Racine County and other municipal governments and local public agencies.

Racine County is in the process of preparing a contract to be signed by the required representatives of Racine County and Trane U.S. Inc. Shortly, a draft contract will be forwarded for your review. Upon completion, the final contract will be forwarded for your signature.

Again, congratulations on the award.

If you have any questions, please feel free to contact me at (262) 636-3700.

Sincerely,

Duane McKinney

Duane McKinney
Purchasing Manager

Racine County Contract & Contract Amendment Form**Attach one copy of the contract to be filed. Attach more copies if required by vendor.**

Munis Contract #: 3341 Amendment: ☒ Yes ☐ No Signed by vendor: ☒ Yes ☐ No ☐ DocuSign

Contract Type ☐ Non Encumber Expense ☐ Encumber Expense ☐ HSD PO Expense ☒ Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department: _____

Brief Description of Services: AMENDMENT BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27
Total:			\$ 0.00 -	

If additional account lines are necessary, attach a schedule.

Have you read the agreement: ☒ Yes ☐ No Do you understand & agree with the Terms: ☒ Yes ☐ NoAre there things that you think should be changed in this Contract: ☐ Yes ☒ No

If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: ☐ Yes ☒ NoIf yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)Is there a required signature date: ☐ Yes ☐ No If yes, what date: _____

Corp Counsel Stamp:

County Clerk Stamp:

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022**AMENDMENT NO. ONE (1)**

This Amendment No. One (1) is effective January 1, 2023 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases..

Details are provided in Attachment A of this Amendment No. 1.

2. PRICE:

The County agrees to the revised prices.

Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**RACINE COUNTY**

DocuSigned by:
BY: Jonathan Delagrave
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 1/6/2023

DocuSigned by:
BY: Wendy Christensen
F01B3A30B9054BD...
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

TRANE U.S. INC.

DocuSigned by:
BY: Greg Spencer
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DATE: 12/21/2022

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
1/5/2023

DocuSigned by:
Steven Zimmer
14A5552654004D4...
12/21/2022



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a new Professional Services Agreement for Citywide Security Services, as requested by the Columbia Police Department on March 10, 2023. Award to Allied Universal Security Services in an amount not to exceed \$1,973,179.83, which includes contingency. The term of the agreement is one year with four one-year renewal periods. This contractor is located in Columbia, SC.

REQUISITION NO.: TBD

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Professional Services (1012402-636600). The original budget amount is \$1,973,179.83.

CLEAN WATER 2020?: No

There were four (4) submittals for RFP015-22-23-KDD Citywide Security Services.

Base Cost	\$1,715,808.93
Contingency (15%)	\$ 257,371.00
Total Cost	\$1,973,179.83

ATTACHMENTS:

- **#a:** MT8516Memo.CitywideSecurityServices.RFP015-22-23-KDD (PDF)
- **#b:** Final Agreement Allied Universal Security RFP015-22-23 (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Chief Skip Holbrook, Chief of Police
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: June 7, 2023

Subject: Citywide Security Services

The Columbia Police Department requested to initiate an RFP for Citywide Security Services to be implemented for FY 23/24. The purpose was to seek a vendor with a proven history of providing professional services and staffing capacity to accommodate to current and future needs of the City of Columbia. The current contract expires on June 30, 2023 with no renewal periods remaining.

The new contract is for eight (8) fixed sites with varying hours that include coverage during business hours at some sites and 24/7 coverage at others. These sites will be staffed by armed security personnel with 24/7 supervision. The new contract hourly rate increase of 33.11% and annual rate increase of 49.9% reflect economic and wage increases, quality of services, and overall vendor capacity to provide expanded services.

Allied Universal Security Services
Citywide Security Services



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP015-22-23-KDD Citywide Security Services.

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 Allied Universal Security Services, (hereinafter referred to as the "Contractor"), to provide security services 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 Contractor shall provide the scope of work more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental work not specifically set forth in Exhibit A, which are necessary to fully complete the scope of work described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial

Allied Universal Security Services
Citywide Security Services

term of one (1) year, with the option to continue with work for four (4) additional one (1) 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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed One Million, Nine Hundred Seventy-Three Thousand, One Hundred Seventy-Nine Dollars and 83/100 (\$1,973,179.83).

Owner will pay Consultant for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Consultants Compensation Form attached to this Contract which establishes the contract value shall not exceed One Million, Seven Hundred Fifteen Thousand, Eight Hundred Eight Dollars and 83/100 (\$1,715,808.83) **unless written approval is authorized by the City.**

The maximum potential value of the contract includes a City controlled contingency allowance in the amount of Two Hundred Fifty-Seven Thousand, Three Hundred Seventy-One Dollars and Zero Cents (\$257,371.00). This contingency amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

Allied Universal Security Services
Citywide Security Services

- B. The Contractor 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). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, 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

Failure of the Contractor 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)

1. The Contractor 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 Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

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3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Contractor 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 Contractor for subsequent work performed unless and until the Contractor 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor 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, Contractor 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 15% goal to encourage socially and

Allied Universal Security Services
Citywide Security Services

economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, 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 Contractor or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, 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>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Contractor will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are 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,

Allied Universal Security Services
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establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor 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 Contractor 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 Contractor 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 Contractor shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance

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for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Contractor 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 Contractors Worker Compensation Insurance. The Contractor 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 Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

- B. The Contractor 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 Contractor and any Subconsultant of the Contractor 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*.

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- C. The Contractor 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 Contractor, 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.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor 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 Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor 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 Contractor 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

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Resources Permits, Corps of Contractor s 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 Contractor and pay any costs relating to same.

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

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

11. **INTEREST OF CONTRACTOR** – The Contractor covenants that Contractor 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 Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Contractor is expected to make Contractors 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

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provision. The Contractor 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. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor 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 Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor 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: (803) 758-1013
Email: procurement@columbiasc.gov

Allied Universal Security Services

Name: Thomas Collins
Title: Manager, Business Development
Address: 140 Stoneridge Drive, Suite 650
Columbia, SC 29210
Phone: 803-743-8610
Fax: N/A
Email: Thomas.Collins@aus.com

16. CONSENT DECREE - Non-Applicable

- A. The services performed by the Contractor pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina 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 Contractor by the City and is incorporated by reference herein. The Contractor 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 Contractor 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 Contractor's possession or control that relate in any manner to the Contractor's performance under this Agreement ("Preserved Documents"). Upon the Contractor's performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor 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 Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the

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- 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 Contractors rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor 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 Contractors failure to perform pursuant to the Agreement.
- E. The Contractor shall perform the services pursuant to this Agreement using sound Contractor 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 Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of

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its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor 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 Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the 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 Contractor.

Allied Universal Security Services
Citywide Security Services

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its 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,
 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.

Allied Universal Security Services
Citywide Security Services

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

Allied Universal Security Services
Citywide Security Services

not make them available to any individual or organization without the prior written approval of the City.

- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

Allied Universal Security Services
Citywide Security Services

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

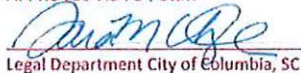
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

06/01/2023

ALLIED UNIVERSAL SECURITY SERVICES



Print: Name/Title

GENERAL MANAGER

(Corporate Seal)



Signature

Date: 06.06.2023

Attest



Signature

Date: 6/6/23

Allied Universal Security Services
Citywide Security Services

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Liquidated Damages Table of Deficiencies

EXHIBIT A - SCOPE OF WORK

A. Licenses and Certifications

Contractor shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: <https://businesslicensing.columbiasc.gov/>

B. Project Specific Licenses and Certifications

A license to operate, certificates for armed and unarmed services issued by South Carolina Law Enforcement Division (SLED) are required.

C. Special Standards of Responsibility

In the event of legitimate deficiencies, the City shall be credited against the Contractor's invoice, whether ultimately resolved or not, as determined by the City Representative. It shall be grounds for immediate termination of the contract if a Contractor exceeds three (3) individual complaints in any quarter (January-March, April-June, July-September, and October-December). See Exhibit E – *Liquidated Damages Table of Deficiencies* for specific schedule of deficiencies.

D. Project Specific Scope of Work

See Exhibit B – *Schedule for Completion of Services* for all details and staffing requirements per location.

The project specific scope of services shall include, but not limited to:

1. At a minimum, the Contractor shall provide daily Supervisor oversight visits to each location;
2. Video surveillance;
3. Roving, regular patrols of interior and exterior building areas and expectations;
 - a. During the course of travel of the Roving Supervisor between City locations including, but not limited to the area between Sumter Street to the East, the River Front to the West, South Side of Elmwood which will encompass the northern border, and Laurel Street to the South, the Contractor shall provide general observation services to assist CPD with potential homeless issues.
 - b. The City and Contractor shall further define:
 - i. What specific issues to address
 - ii. Response expectations of the Contractor
 - iii. Contractor communication expectations with CPD regarding issues/situations

- c. Contractor shall include determinations in the Post Orders
- d. The established boundary is subject to CPD to designate any changes
- 4. Handle all incidents in a professional manner with first emphasis on de-escalation as the priority;
- 5. Proper reporting and handling of any incidents;
- 6. Provide weekly reporting to City of Columbia Police Department or as requested
- 7. Security staff will be clearly defined, professionally uniformed, and hold all required certifications and licensing;
- 8. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Contractors rules and regulations, as well as any other policy established by the contracting parties;
- 9. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by Contractor's management within thirty (30) days from commencement of Contractor's services to the City. All security officers will be required to read and verify they understand the Post Orders and at a minimum, shall be tested during the On-The-Job (OJT) period, annual or more frequently during site inspections;
- 10. Contractor shall ensure hiring, training, and administration of motivated and professional employees which meet or exceed both the Contractor's and City's standards; and
- 11. Contractor shall agree to remove from the site, whenever required to do so by the City, any employee considered by the City to be unsatisfactory or undesirable to the City, within the limits of any applicable laws.

During the course of the transition of services, the City will allow the Contractor to utilize unarmed security officers at specified locations to be approved by the City. The Contractor shall have all posts and locations staffed with armed security officers no later than 60 days from the start date of work as stated in the Notice to Proceed.

Contractor shall respond as necessary to accommodate additional duty hours and/or locations as may be requested by the City. Additional duty hours and locations shall be at pay rates established at time of award.

EXHIBIT B - SCHEDULE FOR COMPETITION OF SERVICES

Location	Address	Days/Week	Hours/Week	Shift Coverage	Officer Location	Officers/Shift
Public Works/Fleet	2910 Colonial Drive	7	336*	5:30 a.m. - 1:30 p.m.	Guard Booth	2
				7:00 a.m. - 3:00 p.m.		
				3:00 p.m. - 11:00 p.m.		
				9:30 p.m. - 5:30 a.m.		
Canal Water Treatment Plant	300 Laurel Street	7	168**	11:00 p.m. - 7:00 a.m.	Guard Shack	1
				7:00 a.m. - 3:00 p.m.		
				3:00 p.m. - 11:30 p.m.		
COC Water/Sewer Admin. Facility	4013 West Beltline Boulevard	7	168**	11:00 p.m. - 7:00 a.m.	Guard Booth	1
				7:00 a.m. - 3:00 p.m.		
				3:00 p.m. - 11:30 p.m.		
Lake Murray Water Plant	102 Rocky Point Drive	7	168**	11:00 p.m. - 7:00 a.m.	Guard Booth	1
				7:00 a.m. - 3:00 p.m.		
				3:00 p.m. - 11:30 p.m.		
Waste Water Treatment Plant	1200 Simon Tree Lane	5	42.5	8:00 a.m. - 4:30 p.m.		1
Procurement & Contracts	1800 Main Street	5	52.5	8:00 a.m. - 6:30 p.m.	Front Desk	1
Washington Square	1126 Washington Street	5	95	8:00 a.m. - 5:30 p.m.	Main St. & Washington St. Entrance	2
Customer Care Payment Center	3000 Harden Street	5	47.5	8:00 a.m. - 5:00 p.m.	Main Lobby	1

*Note Six 8-hour shifts

**NoteThree 8-hour shifts

Additional Staff	Annual Hours	Days/Week	Hours/Week
Program Manager	2,080	5	40
Roving Supervisor	6,656	7	128

Exhibit C - Compensation and Staff Hourly Rates

Item	Annual Cost
City Locations	\$1,450,445.87
Program Manager	\$86,250.00
Roving Supervisor	\$179,112.96
Total	\$1,715,808.83
Contingency	\$257,371.00
Grand Total	\$1,973,179.83

STAFF HOURLY RATES

Firm Name: Allied Universal Security Services

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal	<u>\$0.00/ hour</u>
Project Manager	<u>\$41.47/ hour</u>
Roving Supervisor	<u>\$26.91/ hour</u>
Straight Time Officer Bill Rate	<u>\$25.53/ hour</u>
Overtime Officer Bill Rate	<u>\$38.30/ hour</u>
Holiday Officer Bill Rate	<u>\$38.30/ hour</u>
Additional: Unarmed Officer Bill Rate	<u>\$32.46/ hour</u>
Additional:	<u> </u> / hour

Please provide a brief description of each category including years of experience, certification, etc. You are welcome to add additional categories if not already listed.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
N/A				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT \$ _____
TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: Allied Universal Security Services

Representative Name/Title: Taylor McDonald

Date: _____

EXHIBIT E – LIQUIDATED DAMAGES CHART OF DEFICIENCIES

LIQUIDATED DAMAGES TABLE - In the event of legitimate complaints (deficiencies) the below amounts shall be credited against the Contractor's invoice, whether ultimately resolved or not, as determined by the City Representative. Reduction in payments will not be reimbursed once the work has been completed. It shall be grounds for immediate termination of the contract if a Contractor exceeds three (3) individual complaints in any quarter (January- March, April-June, July-September, October-December).

Deficiency	Amount to be Automatically Deducted
1. Entire shift not staffed as required	Number of shift hours x hourly rate plus 20% of the monthly specific unit price per occurrence
2. Partial shift not staffed as required	Number of hours unstaffed x hourly rate
3. Lack or required regular interior and exterior patrols	\$25.00 per occurrence
4. Lack of required incident reporting	\$25.00 per occurrence
5. Failure to correct noted deficiency in a timely manner	\$25.00 per occurrence

Note:

Any missed patrols, both in whole or in part should be included in the weekly reporting. The City will review the report/circumstances and work with the awarded Contractor to identify which deficiencies will be invoice deducted.

At a minimum, Incident Reports should be submitted within 24 hours. The City expects some circumstances will require immediate attention and reporting.

Timely manner may be determined by the deficiency and urgency required to resolve the issue.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Fiscal Year 2023/2024 Public Safety Contract Renewals, as requested by Various Departments. Award to the following vendors in the total amount of \$925,099.36.

REQUISITION NO.: TBD

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	Motorola Solutions Lancaster, SC	Palmetto 800 MHz Radio Airtime, as requested by the Columbia Fire Department on May 18, 2023 and the Columbia Police Department on May 15, 2023.	Annual Renewal (7/1/2023 - 6/30/2024)	\$485,496.78
<i>Funding Source: Fire Suppression - Maintenance & Service Contract (1012303 - 638200) - \$116,997.70 (including taxes) and Police Administrative Services - Other Lease/Rental (1012402-636500) - \$368,499.08 (including taxes)</i>				
b.	Cross Safe Charlotte, NC	Crossing Guard Services, as requested by the Columbia Police Department on May 15, 2023.	2 nd Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$350,000.00
<i>Funding Source: Police Administrative Services - Professional Services (1012402-636600) - \$350,000.00</i>				
c.	COBAN Technologies, Inc. Houston, TX	Law Enforcement Speed Detection & Video Equipment Solution License Maintenance, as requested by the Columbia Police Department on May 15, 2023.	Annual Renewal (7/1/2023 - 6/30/2024)	\$89,602.58
<i>Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200) - \$89,602.58 (including taxes)</i>				
Total Amount:				\$925,099.36

ATTACHMENTS:

- **#a:** Memo.CPD&FireRenewals (PDF)
- **#b:** CA#1 COLUMBIA FIRE _ Motorola Solutions __ FY23-24 (PDF)
- **#c:** Mod Form - Motorola FY23-24 - Fire Dept. (PDF)
- **#d:** CA#1 Motorola FY23-24 - CPD Palmetto 800 Air Time (PDF)
- **#e:** Mod Form - Motorola FY23-24 - CPD (PDF)
- **#f:** CA#3 Cross Safe - Crossing Guards (PDF)
- **#g:** Mod Form - Cross Safe FY23-24 - CPD (PDF)
- **#h:** CA#1 Coban FY23-24 (PDF)
- **#i:** IT Confirms Coban Quote FW_ [EXTERNAL] Safe Fleet Quote Columbia PD, SC - 2024 Maintenance Renewal (PDF)
- **#j:** Mod Form - Coban FY23-24 - CPD (PDF)

Contract Amendment #1

Palmetto 800 MHz Radio Airtime – Columbia Fire Department

State Contract #4400013556

Motorola Solutions

June 6, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Motorola Solutions (Contractor) to renew services from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$116,997.70 (incl. taxes) for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

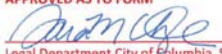
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Motorola Solutions

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/07/2023

Teresa Wilson, City Manager

 Print Name

 Signature

 Date

 Signature

 Date

 Witness



Customer: Columbia Fire Department
Customer Account Number: 1012835172-0002
Quote Period 07/01/2023 - 06/30/2024
Quote Date 6/6/2023
Customer Number 6530AB
ANNUAL Cost Estimate DO NOT PAY

Client Care

(800) 353-0101 ext Option 3

Customer Summary

Previous Balance	\$0.00
Subtotal of Current Charges	\$108,331.20
Current Taxes	\$0.00
	\$108,331.20

Summary of Taxes

Tax	Tax Rate	Amount
-----	----------	--------

A Word From Motorola - Palmetto 800

We appreciate your business!
 Any questions please call 800-353-0101 option 3. Thank you!

Customer Comments

This quote does not include additional taxes or fees.

Customer	Columbia Fire Department	Total Due	\$108,331.20
Cust. Number	1012835172-0002		
Quote Date	6/6/2023		
Invoice Number	ANNUAL Cost Estimate DO NOT PAY		

Please make checks payable to:
 Motorola Solutions Inc

Columbia Fire Department

1800 Laurel Street
 Columbia, SC 29201
1012835172-0002

Motorola Solutions Inc

P.O. Box 404059
 Atlanta, GA 30384-4059



1012835172-0002

Customer	Columbia Fire Department
Cust. Number	1012835172-0002
Quote Period	07/01/2023 - 06/30/2024
Quote Date	6/6/2023
Invoice Number	Annual Cost Estimate- DO NOT PAY

<u>Quantity</u>	<u>Description</u>	<u>Item Cost</u>	<u>Montly Cost</u>	<u>Annual Cost</u>
260	Dispatch Roaming	\$0.00	\$0.00	\$0.00
260	3 Site + 2 Remote Site Rate	\$34.66	\$9,011.60	\$108,139.20
4	OTAP Ability	\$4.00	\$16.00	\$192.00

Subtotal of Current Charges	\$108,331.20
------------------------------------	---------------------

Contract Amendment #1**Palmetto 800 MHz Radio Airtime****SC State Contract #4400013556****Motorola Solutions****June 6, 2023**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Motorola Solutions (Contractor) to renew services from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$368,499.08 (incl. taxes) for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm
Motorola Solutions

City of Columbia
Office of the City Manager

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
6/6/2023

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date

Witness



Customer: Columbia Police Department

Customer Account Number: 1036103274-0001

Quote Period07/01/2023 - 06/30/2024

Quote Date6/6/2023

Customer Number6530AA

ANNUAL Cost Estimate DO NOT PAY

Client Care
(800) 353-0101 ext Option 3

Customer Summary		
Previous Balance		\$0.00
Subtotal of Current Charges		\$341,202.84
Current Taxes		\$0.00
		\$341,202.84

Summary of Taxes		
Tax	Tax Rate	Amount
A Word From Motorola - Palmetto 800		

We appreciate your business!
Any questions please call 800-353-0101 option 3. Thank you!

Customer Comments

This quote does not include additional taxes or fees.

Customer	Columbia Police Department	Total Due	\$341,202.84
Cust. Number	1036103274-0001		
Quote Date	6/6/2023		
Invoice Number	ANNUAL Cost Estimate DO NOT PAY		
Please make checks payable to: Motorola Solutions Inc			

Columbia Police Department

1 Justice Square
Columbia, SC 29201
1036103274-0001

Motorola Solutions Inc
P.O. Box 404059
Atlanta, GA 30384-4059



1036103274-0001

Customer		Columbia Police Department
Cust. Number	1036103274-0001	
Quote Period	07/01/2023 - 06/30/2024	
Quote Date	6/6/2023	
Invoice Number	Annual Cost Estimate- DO NOT PAY	

Quantity	Description	Item Cost	Monthly Cost	Annual Cost
889	Dispatch Roaming	\$0.00	\$0.00	\$0.00
889	3 Site + 1 Remote Site Rate	\$30.13	\$26,785.57	\$321,426.84
412	OTAP Ability	\$4.00	\$1,648.00	\$19,776.00

Subtotal of Current Charges

\$341,202.84

Contract Amendment #3
Crossing Guard Services
RFP019-20-21-NMJ

Cross Safe

June 2, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Cross Safe (Contractor) to exercise the second (2nd) of the three (3) additional one school year period options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$350,000.00, as well as a 7.03% increase for the renewal term for crossing guard services.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Cross Safe

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/05/2023

Signature

Signature

Date

Date

Witness

Contract Amendment #1**Law Enforcement Speed Detection & Video Equipment Solution License Maintenance****HGAC Contract #EF04-21 (Cooperative Agreement)****COBAN Technologies, Inc.****June 5, 2023**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and COBAN Technologies, Inc. (Contractor) to renew services from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$89,602.58 (incl. taxes) for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

COBAN Technologies, Inc.

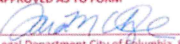
City of Columbia

Office of the City Manager

Cindy Chang, Director of Project Management

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/06/2023



Signature

Signature

06/08/2023

Date

Date

Witness



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

SALES QUOTE

Quote No.: 401340
Date: 4/20/2023
Page: 1 of 5

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Square
Columbia, SC 29202

Ship to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Account No.: 4022		Your P/O No.: 2024 MAINTENANCE	Terms: Net 30		
Sales Rep : PMO		Shipping Via:	Due Date: 5/20/23		
Line	Item Number	Description	Quantity	Unit Price	Extended
1	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 30 DVMS SOLUTION LICENSE for: PO # P130404 Invoice # 5558 (Date: 1/25/13) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	30	165.45 /UT	4,963.50
2	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 35 DVMS SOLUTION LICENSE for: PO # P141793 Invoice # 7891 (Date: 4/04/14) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	35	165.45 /UT	5,790.75
3	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P141609 Invoice # 7773 (Date: 3/21/14) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	1	165.45 /UT	165.45
4	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P143052 Invoice # 8555 (Date: 8/07/14) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	2	165.45 /UT	330.90
5	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P145965 Invoice # 8845 (Date: 9/30/14) 7/01/2023 to 6/30/2024 (\$750/365 * 366 = \$752.05)	1	752.05 /UT	752.05
6	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 10 DVMS SOLUTION LICENSE for: PO # P146242 Invoice # 9012 (Date: 10/24/14) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	10	165.45 /UT	1,654.50
7	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	2	165.45 /UT	330.90
8	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	3	165.45 /UT	496.35
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	33	165.45 /UT	5,459.85
10	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	165.45 /UT	330.90

4/20/2023 2:59 AM



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

SALES QUOTE

Quote No.: 401340
Date: 4/20/2023
Page: 2 of 5

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Square
Columbia, SC 29202

Ship to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Account No.: 4022		Your P/O No.: 2024 MAINTENANCE	Terms: Net 30		
Sales Rep : PMO		Shipping Via:	Due Date: 5/20/23		
Line	Item Number	Description	Quantity	Unit Price	Extended
		2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	165.45 /UT	165.45
		1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
12	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL	1	1,198.27 /UT	1,198.27
		1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 7/01/2023 to 6/30/2024 (\$1195/365 * 366 = \$1198.27)			
13	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE	1	2,301.29 /UT	2,301.29
		1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 7/01/2023 to 6/30/2024 (\$2295/365 * 366 = \$2301.29)			
14	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	4	260.71 /UT	1,042.84
		4 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 7/01/2023 to 6/30/2024 (\$260/365 * 366 = \$260.71)			
15	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL	1	1,198.27 /UT	1,198.27
		1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2023 to 6/30/2024 (\$1195/365 * 366 = \$1198.27)			
16	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE	1	2,301.29 /UT	2,301.29
		1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2023 to 6/30/2024 (\$2295/365 * 366 = \$2301.29)			
17	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	2	260.71 /UT	521.42
		2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2023 to 6/30/2024 (\$260/365 * 366 = \$260.71)			
18	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE	2	260.71 /UT	521.42

4/20/2023 2:59 AM



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

SALES QUOTE

Quote No.: 401340
Date: 4/20/2023
Page: 3 of 5

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Square
Columbia, SC 29202

Ship to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Account No.: 4022		Your P/O No.: 2024 MAINTENANCE	Terms: Net 30		
Sales Rep : PMO		Shipping Via:	Due Date: 5/20/23		
Line	Item Number	Description	Quantity	Unit Price	Extended
		2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 7/01/2023 to 6/30/2024 (\$260/365 * 366 = \$260.71)			
19	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	14	165.45 /UT	2,316.30
		14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
20	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	165.45 /UT	661.80
		4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
21	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	47	165.45 /UT	7,776.15
		47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
22	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	165.45 /UT	165.45
		1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
23	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	26	165.45 /UT	4,301.70
		26 DVMS SOLUTION LICENSE for: PO # P168334 Invoice # 15422 (Date: 3/02/18) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
24	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	165.45 /UT	330.90
		2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
25	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	1	165.45 /UT	165.45
		1 DVMS SOLUTION LICENSE for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
26	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	2	165.45 /UT	330.90
		2 DVMS SOLUTION LICENSE for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			
27	WMAIN-117	COBAN AUTOMATED DVD SOLUTION RENEWAL	1	752.05 /UT	752.05

4/20/2023 2:59 AM



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SALES QUOTE

Quote No.: 401340
Date: 4/20/2023
Page: 4 of 5

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PO Box 1059
#1 Justice Square
Columbia, SC 29202

Ship to: Attn: Accounting Division
City of Columbia
PO Box 147
Columbia, SC 29217

Account No.: 4022		Your P/O No.: 2024 MAINTENANCE	Terms: Net 30		
Sales Rep : PMO		Shipping Via:	Due Date: 5/20/23		
Line	Item Number	Description	Quantity	Unit Price	Extended
		1 DVMS AUTO DVD BURNER SOLUTION LICENSE for: PO # P171335 Invoice # 16163 (Date: 6/13/18) 7/01/2023 to 6/30/2024 (\$750/365 * 366 = \$752.05)			
28	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 109 DVMS BWC SOLUTION LICENSE for: PO # ECHO SWAP TO FOCUS Invoice # 18559 (Date: 10/26/18) 7/01/2023 to 6/30/2024 (\$100/365 * 366 = \$100.27)	109	100.27 /UT	10,929.43
29	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 50 DVMS BWC SOLUTION LICENSE for: PO # P175095 Invoice # 19382 (Date: 12/07/18) 7/01/2023 to 6/30/2024 (\$100/365 * 366 = \$100.27)	50	100.27 /UT	5,013.50
30	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 18 DVMS SOLUTION LICENSE for: PO # P177671 Invoice # 22213 (Date: 5/24/19) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	18	165.45 /UT	2,978.10
31	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P177498 Invoice # 22373 (Date: 6/07/19) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	3	165.45 /UT	496.35
32	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 4 DVMS SOLUTION LICENSE for: PO # P180972 Invoice # 25057 (Date: 10/25/19) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	4	165.45 /UT	661.80
33	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P183268 Invoice # 29852 (Date: 3/17/20) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	1	165.45 /UT	165.45
34	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 54 DVMS SOLUTION LICENSE for: PO # P181081 Invoice # 27293 (Date: 1/06/20) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	54	165.45 /UT	8,934.30
35	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P182084 Invoice # 27292 (Date: 1/06/20) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)	3	165.45 /UT	496.35
36	WMAIN-113	COBAN DVMS DR MANAGER SOLUTION RENEWAL	1	1,198.27 /UT	1,198.27

4/20/2023 2:59 AM



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SALES QUOTE

Quote No.: 401340
Date: 4/20/2023
Page: 5 of 5

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Account No.: 4022		Your P/O No.: 2024 MAINTENANCE		Terms: Net 30		
Sales Rep : PMO		Shipping Via:		Due Date: 5/20/23		
Line	Item Number	Description		Quantity	Unit Price	Extended

		1 DVMS DR MANAGER SOLUTION LICENSE for: PO # P184455 Invoice # 31609 (Date: 6/10/20) 7/01/2023 to 6/30/2024 (\$1195/365 * 366 = \$1198.27)			
37	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL	90	56.71 /UT	5,103.90
		90 DVMS BWC SOLUTION LICENSE for: PO # P186920 Invoice # 35709 (Date: 12/07/20) 12/07/2023 to 6/30/2024 (\$100/365 * 207 = \$56.71)			
38	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	4	165.45 /UT	661.80
		4 DVMS SOLUTION LICENSE for: PO # P187498 Invoice # 38119 (Date: 2/23/21) 7/01/2023 to 6/30/2024 (\$165/365 * 366 = \$165.45)			

*** HGAC # EF04-21

Sub Total: 82,965.35

Sales Tax:(8.00%)

Total Amount: 82,965.35

Balance:	82,965.35
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We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Fiscal Year 2023/2024
Miscellaneous Contract Renewals, as requested by Various
Departments. Award to the following vendors in the total
amount of \$1,002,288.18.

REQUISITION NO.: TBD

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	Scott & Company LLC Columbia, SC	Auditing Services, as requested by the Finance Department on June 7, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$133,500.00
<i>Funding Source: Accounting - Audit Costs (1011401-635600) and Finance Water Administration - Audit Costs (5511409-635600) - \$133,500.00</i>				
b.	Shoes for Crews, LLC Boca Raton, FL	Safety Shoes and Boots, as requested by the Department of Procurement and Contracts on June 6, 2023.	2 nd of 3 year initial term (7/1/2023 - 6/30/2024)	\$294,625.00
<i>Funding Source: Supplies - Safety Clothing and Supplies (6208956-625900) - \$294,625.00</i>				
c.	UniFirst Corporation Lexington, SC	Citywide Uniform Rental Services, as requested by the Department of Procurement and Contracts on June 6, 2023.	1 st Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$450,000.00
<i>Funding Source: Supplies - Uniforms and Clothing (6208956-624100) - \$450,000.00</i>				
d.	Hansen Banner, LLC Allentown, PA	Utility Billing Annual Maintenance and Support, as requested by the IT and Budget, Project Management and Grants Office on June 1, 2023.	IT Annual Renewal (7/1/2023 - 6/30/2024)	\$124,163.18
<i>Funding Source: Program Management Office - Maintenance & Service Contracts (6218950-638200) \$124,163.18</i>				
Total Amount:				\$1,002,288.18

ATTACHMENTS:

- **#a:** Miscellaneous Renewals Memo (PDF)
- **#b:** CA#3 FY23-24 Scott Co_ (PDF)
- **#c:** Mod Form - Scott & Co. FY23-24 - Finance Dept. (PDF)
- **#d:** CA#2 Crew for Shoes FY23-24 (PDF)
- **#e:** Mod Form - Shoes for Crews FY23-24 - Procurement Dept.(PDF)
- **#f:** CA#1 UniFirst FY23-24 (PDF)
- **#g:** Mod Form - UniFirst FY23-24 - Procurement Dept. (PDF)
- **#h:** APPROVED - 23017202 - CA_1 Hansen Banner FY23_24 (PDF)
- **#i:** Mod Form - Hansen Banner FY23-24 - Budget PMO (PDF)

Auditing Services

RFP017-18-19

Scott & Company LLC

May 31, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Scott & Company (Contractor) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$133,500.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Scott & Company LLC

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/06/2023

Signature

Signature

Date

Date

Witness

May 24, 2023

Ms. Kristine Githara
Finance Director
City of Columbia
Columbia, South Carolina 29201

We are pleased to confirm our understanding of the services we are to provide the City of Columbia, South Carolina (the "City") for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis ("MD&A"), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in the City's Total OPEB Liability and Related Ratios
- 4) Schedule of the City's Contributions under GASB 68
- 5) Schedule of the City's Proportionate Share of the Net Pension Liability under GASB 68

We have also been engaged to report on supplemental information other than RSI that accompanies the City's financial statements. We will subject the following supplemental information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements and Schedules
- 3) Supplemental Uniform Schedule of Court Fines, Assessments and Surcharges

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) The Statistical Section of the City's Annual Comprehensive Financial Report ("ACFR")
- 2) The Introductory Section of the City's ACFR

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue is subject to the risk of improper recognition of revenue in accordance with GAAP

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them.

Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, schedule of expenditures of federal awards; federal programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Dispute Resolution Procedures

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement (including disputes regarding the validity or enforceability of this agreement), either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each party may disclose any facts to the other party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the facilitator shall keep confidential all information disclosed during negotiations. The facilitator shall not act as a witness for either party in any subsequent arbitration between the parties.

Such facilitated negotiations shall conclude within sixty days from receipt of the written notice unless extended by mutual consent. The parties may also agree at any time to terminate or waive facilitated negotiations. The costs incurred by each party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the parties.

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement (including disputes regarding the validity or enforceability of this agreement) and cannot be resolved by facilitated negotiations (or the parties agree to waive that process), then such dispute, controversy, or claim shall be settled by arbitration. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) or, if a court of competent jurisdiction determines the FAA inapplicable, by the laws of the state in which the proceeding is to take place. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitration panel.

Such arbitration shall be conducted before a panel of three persons, one chosen by each party, and the third selected by the two party-selected arbitrators. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration. The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We also understand that management will prepare the financial statements and the schedule of expenditures of federal awards.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Scott and Company LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Scott and Company LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of six years after the report release date or for any additional period requested by a regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Don Mobley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We plan to begin our procedures on a mutually agreed upon date and, unless unforeseeable problems are encountered, the engagement should be completed by December 15, 2023. Single audit reports for the City will be issued by January 31, 2024.

Our fees for these services are \$133,500, which includes 4 component units instead of the normal 5, per our final sealed dollar cost proposal dated April 10, 2019. Our invoices for the City portion of the audit fees will be rendered in six equal amounts beginning in August 2023. We understand that the City may hold the last 10% until all work is completed and reports issued.

The fees for the component units will be billed as work progresses on a monthly basis. The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. These fees also assume that we will assist in the preparation of the financial statements and schedule of expenditures of federal awards and that the City's books and records will be up-to-date and in balance. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Reporting

We will issue a written report upon completion of our Single Audit. Our report will be addressed to Columbia City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Columbia, South Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Scott and Company LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Columbia, South Carolina.

By: _____
Ms. Kristine Githara, Finance Director

Date: _____

By: _____
Mr. Jeff Palen, CFO

Date: _____

By: _____
Mr. Daniel Rickenmann, Mayor

Date: _____

Contract Amendment #2**Safety Shoes and Boots – Mobile Truck****Bid001-22-23****Shoes for Crews, LLC****June 6, 2023**

Description of Change: Request change in Agreement for Goods and/or Services between the City of Columbia (City) and Shoes for Crews, LLC (Contractor) to provide funding in the amount of \$294,625.00 for services through the term from July 1, 2023 to June 30, 2024

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

Shoes for Crews, LLC

Print Name_____
Signature_____
Date**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/07/2023

Contract Amendment #1

Citywide Uniform Rental Services

Sourcewell Contract #040920-UFC (Cooperative Agreement)

UniFirst Corporation

June 5, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and UniFirst Corporation (Contractor) to exercise the first (1st) of three (3) additional options to renew services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$450,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

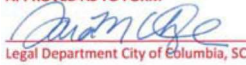
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

UniFirst Corporation

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/06/2023

Teresa Wilson, City Manager_____
Print Name_____
Signature_____
Signature_____
Date_____
Date_____
Witness

**Contract Amendment #1
FY23-24**

Banner CIS Annual Maintenance

Hansen Banner, LLC

June 6, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Hansen Banner, LLC (Vendor) to renew services from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$124,163.18 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Hansen Banner, LLC

City of Columbia

Office of the City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

6/6/2023

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date

Witness


Hansen Banner, LLC

ABN:
350 5th Avenue,
Suite 6440
New York, NY 1011
USA
Tel:
Fax:

QUOTE

City of Columbia
1401 Main St FL 10
Columbia, SC 29201
USA

Quote No: PP0000371
Quote Date: 4/19/2023

Page 1 of 1
Quote Currency: USD

Attention:

Accounts Payable

Customer Number:

C000105

Purchase Order No:

Item Description	Quantity	Unit Price	Sales tax	Amount
<u>City of Columbia S&M/ 3rd Party Maint/ Hosting</u>				
Banner CIS Maintenance- Annual Maintenance July 1, 2023 - June 30, 2024	1.00	124,163.18	0.00	124,163.18
SUBTOTAL				124,163.18
Sales tax				0.00
QUOTE TOTAL				124,163.18

Remit Postal Payment to:

Hansen Banner, LLC
7450 Tilghman Street
Suite 100
Allentown, PA 18106
USA

Direct Payments to:

Bank: BOA-1195
BSB/Routing: 021000322
Account No: 483043641195
SWIFT: BOFAUS3N
Email Remittance to: hansennaar@hansencx.com



We Are Columbia

MEETING DATE: June 20, 2023**DEPARTMENT:** Procurement and Contracts**FROM:** Shannon Lizewski, Director

SUBJECT: Council is asked to approve Fiscal Year 2023/2024 Indefinite Delivery Contract (IDC) renewals for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to the following firms in the total amount of \$1,400,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.

REQUISITION NO.: TBD**FUNDING SOURCE &
ORIGINAL BUDGET:****CLEAN WATER 2020?:** No**PURPOSE:**

Item	Vendor and Location	Description	Term	Amount
a.	Lake Murray Utility Company Chapin, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$400,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$400,000.00</i>				
b.	LAD Construction Swansea, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$200,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$200,000.00</i>				
c.	G. H. Smith Construction Columbia, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$400,000.00
<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$400,000.00</i>				
d.	Carolina Tap and Bore, Inc. West Columbia, SC	IDC for Waterline Hydrant Repairs, as requested by Columbia Water on May 5, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 12/10/2023)	\$400,000.00

<i>Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$400,000.00</i>
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Total Amount:	\$1,400,000.00
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ATTACHMENTS:

- **#I:** Memo.IDCRenewals.Waterline&Hydrant.ColaWater (PDF)
- **#II:** Signed LMU CA#11_LMU_IDC Water Hydrant Restoration_ FY23-24 (PDF)
- **#III:** Mod Form - LMU FY23-24 - IDC Waterline Hydrant (PDF)
- **#IV:** Signed LAD CA#5_LAD _ IDC Water Hydrant Restoration _ FY23-24 (PDF)
- **#V:** Mod Form - LAD FY23-24 - IDC Waterline Hydrant (PDF)
- **#VI:** Signed GHS CA#11_GHS _ IDC Water Hydrant Restoration _ FY23-24 (PDF)
- **#VII:** Mod Form - G.H. Smith FY23-24 - IDC Waterline Hydrant (PDF)
- **#VIII:** Signed CTB CA#11_CTB _ IDC Water Hydrant Restoration_ FY23-24 (PDF)
- **#IX:** Mod Form - CTB FY23-24 - IDC Waterline Hydrant (PDF)

Contract Amendment #11

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Lake Murray Utility Company, Incorporated

May 10, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Lake Murray Utility Company, Incorporated (Contractor) executed December 3, 2020 (Agreement) to provide funding in the amount of \$400,000.00 for Fiscal Year 2023 – 2024 for water main leaks and fire hydrant repairs.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Lake Murray Utility Company, Incorporated

R. Jennings Parker

Print Name

R. Jennings Parker

Signature

5-25-23

Date

City of Columbia

Office of the City Manager

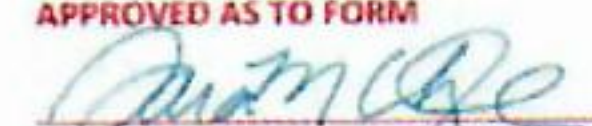
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC

05/23/2023

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

LAD Construction, LLC

May 10, 2022

Description of Change: Request change in Agreement for services between the City of Columbia (City) and LAD Construction, LLC (Contractor) executed December 3, 2020 (Agreement) to provide funding in the amount of \$200,000.00 for Fiscal Year 2023 – 2024 for water main leaks and fire hydrant repairs.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

LAD Construction, LLC

ROBERT T. BLACKWELL

Print Name

Robert T. Blackwell

Signature

5/30/2023

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Teresa Wilson
Legal Department City of Columbia, SC
05/23/2023

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$ 500,000.00	\$ 400,000.00	80.0%	\$100,000.00	20.0%	\$ 0.00	0.0%
CA#1 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#2 (Renewal-1):	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CA#3 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#4 (Renewal-2):	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CA#5 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 1,500,000.00	\$1,200,000.00	80.0%	\$300,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies Change Order/Contract Amendment #: 05 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 200,000.00

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding) : ☒ Yes ☐ No

Contract Extension to add funding FY23/24 (\$200,000) to the Purchase Order.

Change Order/Amendment Type:

1. ☐ Time Extension – New End Date: _____ (Please sign & return form if no cost)
2. ☐ Change of Subcontractor: _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ Funding Increase – Amount (Please continue on to questions A & B below)
4. ☐ Funding Decrease – Amount (Please continue on to questions A & B below)

- A. Will protégé be performing any work within this change order? ☐ Yes ☐ No (If no, skip to B)
- Amount of Change Order/Amendment to be received by the protégé: \$40,000.00
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Main Leak Repairs and Fire Hydrant Repair/Replacement.

- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

5. Revised scope of work

Additional Water Main Leak repairs and Fire Hydrant Repairs/Replacement.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Robert T. Blackwell (Mentor Firm) this 9th day of May 2023.

By: Robert T. Blackwell Title: President

Firm Name: LAD Construction, LLC

EXECUTED by Radie Mabus (Protégé Firm) this 9th day of May 2023.

By: Radie Mabus Title: Vice President

Firm Name: JA Mabus & Associates, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$500,000.00. The original amount received by the protégé was \$100,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$1,500,000.00. The protégé will receive \$300,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 18th day of May, 2023.

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

GH Smith Construction, Inc.

May 10, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and GH Smith Construction, Inc. (Contractor) executed December 3, 2020 (Agreement) to provide funding in the amount of \$400,000.00 for Fiscal Year 2023 – 2024 for water main leaks and fire hydrant repairs.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

GH Smith Construction, Inc.

Karen S. McLane

Print Name

[Signature]

Signature

5/24/23

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
05/23/2023

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	\$ 250,000.00	\$ 200,000.00	80.0%	\$ 50,000.00	20.0%	\$ 0.00	0.0%
CA#1 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
CA#2 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#3 (Renewal-1):	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CA#4 (Increase):	\$ 350,000.00	\$ 280,000.00	80.0%	\$ 70,000.00	20.0%	\$ 0.00	0.0%
CA#5 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
CA#6 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#7 (Renewal-2):	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CA#8 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
CA#9 (Increase):	\$ 300,000.00	\$ 240,000.00	80.0%	\$ 60,000.00	20.0%	\$ 0.00	0.0%
CA#10 (Increase):	\$ 100,000.00	\$ 80,000.00	80.0%	\$ 20,000.00	20.0%	\$ 0.00	0.0%
CA#11 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 2,800,000.00	\$ 2,240,000.00	80.0%	\$ 560,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies Change Order/Contract Amendment #: 11 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 400,000.00

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding) : ☒ Yes ☐ No

Contract Extension to add funding for FY23/24 (\$400,000) to a Purchase Order.

Change Order/Amendment Type:

1. ☐ Time Extension – New End Date: _____ (Please sign & return form if no cost)
2. ☐ Change of Subcontractor: _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ Funding Increase – Amount (Please continue on to questions A & B below)
4. ☐ Funding Decrease – Amount (Please continue on to questions A & B below)

A. Will protégé be performing any work within this change order? ☐ Yes ☐ No (If no, skip to B)
 - Amount of Change Order/Amendment to be received by the protégé: \$80,000.00

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Main Leak Repairs and Fire Hydrant Repair/Replacement.

- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

5. Revised scope of work

Additional Water Main Leak repairs and Fire Hydrant Repairs/Replacement.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Gerald H. Smith (Mentor Firm) this 8th day of May 2023.

By: [Signature] Title: President

Firm Name: GH Smith Construction, Inc

EXECUTED by Carol Smoak (Protégé Firm) this 8th day of May 2023.

By: [Signature] Title: Owner

Firm Name: Carol Smoak Construction LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$250,000.00. The original amount received by the protégé was \$50,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$2,800,000.00. The protégé will receive \$560,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 18th day of May, 2023.

By: LaTonya B Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

Contract Amendment #11

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Carolina Tap and Bore, Incorporated

May 10, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Carolina Tap and Bore, Incorporated (Contractor) executed December 3, 2020 (Agreement) to provide funding in the amount of \$400,000.00 for Fiscal Year 2023 – 2024 for water main leaks and fire hydrant repairs.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Carolina Tap and Bore, Incorporated

Richard Young

Print Name

Richard Young

Signature

5-25-23

Date

City of Columbia

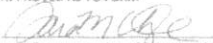
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 05/23/2023

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$ 500,000.00	\$ 400,000.00	80.0%	\$100,000.00	20.0%	\$ 0.00	0.0%
CA#1 (Increase):	\$ 250,000.00	\$ 200,000.00	80.0%	\$ 50,000.00	20.0%	\$ 0.00	0.0%
CA#2 (Increase):	\$ 500,000.00	\$ 400,000.00	80.0%	\$100,000.00	20.0%	\$ 0.00	0.0%
CA#3 (Renewal-1):	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CA#4 (Increase):	\$ 250,000.00	\$ 200,000.00	80.0%	\$ 50,000.00	20.0%	\$ 0.00	0.0%
CA#5 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
CA#6 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#7 (Renewal-2):	\$ 0.00	\$ 0.00	0.0%	\$ 0.00	0.0%	\$ 0.00	0.0%
CA#8 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
CA#9 (Increase):	\$ 300,000.00	\$ 240,000.00	80.0%	\$ 60,000.00	20.0%	\$ 0.00	0.0%
CA#10 (Increase):	\$ 100,000.00	\$ 80,000.00	80.0%	\$ 20,000.00	20.0%	\$ 0.00	0.0%
CA#11 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 3,100,000.00	\$2,480,000.00	80.0%	\$620,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies Change Order/Contract Amendment #: 11 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 400,000.00

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding): ☒ Yes ☐ No

Contract Extension to add funding for FY23/24 (\$400,000) to the Purchase Order.

Change Order/Amendment Type:

1. ☐ Time Extension -- New End Date: _____ (Please sign & return form if no cost)
2. ☐ Change of Subcontractor: _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ Funding Increase -- Amount (Please continue on to questions A & B below)
4. ☐ Funding Decrease -- Amount (Please continue on to questions A & B below)

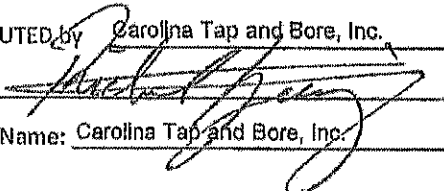
A. Will protégé be performing any work within this change order? ☐ Yes ☐ No (If no, skip to B)
 - Amount of Change Order/Amendment to be received by the protégé: \$80,000.00

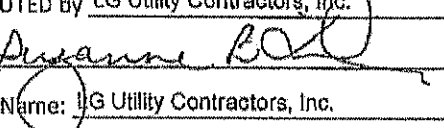
B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

5. Revised scope of work

Additional Water Main Leak repairs and Fire Hydrant Repairs/Replacement.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Carolina Tap and Bore, Inc. (Mentor Firm) this 5TH day of May 2023.
 By:  Title: Richard J Young - President
 Firm Name: Carolina Tap and Bore, Inc.

EXECUTED by LG Utility Contractors, Inc. (Protégé Firm) this 5TH day of May 2023.
 By:  Title: Suzanne Bell Leitner - President
 Firm Name: LG Utility Contractors, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$500,000.00. The original amount received by the protégé was \$100,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$3,100,000.00. The protégé will receive \$620,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 18th day of May, 2023.

By:  Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Fiscal Year 2023/2024 Indefinite Delivery Contract (IDC) Renewals for Asphalt, Concrete Repair, and Restoration Services. Award to the following firms in the total amount of \$1,500,000.00. Project specific administration shall be required, executed, and issued for each asphalt and concrete repair or restoration project awarded under the approved IDC.

REQUISITION NO.: TBD

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	AOS Specialty Contractors, Inc. Lexington, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$600,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
b.	C.R. Jackson, Inc. Columbia, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$600,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
c.	North American Pipeline Management, Inc. Columbia, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$200,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				
d.	Southern Roots Landscape Management, LLC Columbia, SC	IDC for Asphalt & Concrete Repairs, as requested by Columbia Water on May 18, 2023.	2 nd Renewal of 2 options to renew (7/30/2023 - 7/29/2024)	\$100,000.00
<i>Funding Source: Engineering Water System Improvements - Special Projects (5516220-638500)</i>				

Total Amount:	\$1,500,000.00
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ATTACHMENTS:

- **#a:** Memo.IDCRenewals.Asphalt&Concrete.ColaWater (PDF)
- **#b:** Signed by AOS_ CA#4__IDC Asphalt Concrete FY23-24 (PDF)
- **#c:** Mod Form - AOS FY23-24 - Asphalt Concrete IDC (PDF)
- **#d:** Signed by CR Jackson _ CA#4 __IDC Asphalt Concrete FY23-24 (PDF)
- **#e:** Mod Form - CR Jackson FY23-24 - Asphalt Concrete IDC (PDF)
- **#f:** Signed by NAPM _ CA#3__IDC Asphalt Concrete FY23-24 (PDF)
- **#g:** Mod Form - NAPM FY23-24 - Asphalt Concrete IDC (PDF)
- **#h:** Signed by Southern Roots_ CA#4__ IDC Asphalt Concrete FY23-24 (PDF)
- **#i:** Mod Form - Southern Roots FY23-24 - Asphalt Concrete IDC (PDF)

**Contract Amendment #4
Funding for FY22-23**

Indefinite Delivery Contract (IDC) for Asphalt & Concrete Repair and Restoration Services

RFQu002-20-21

AOS Specialty Contractors, Inc.

May 30, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and AOS Specialty Contractors, Inc. (Contractor) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from July 29, 2023 to July 28, 2024 and provide funding in the amount of \$600,000.00 for asphalt and concrete maintenance, repair, and replacement services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

AOS Specialty Contractors, Inc.

Jane Chesnutt

Print Name

Jane Chesnutt
Signature

5/31/23
Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
05/31/2023

**Contract Amendment #4
Funding for FY22-23**

Indefinite Delivery Contract (IDC) for Asphalt & Concrete Repair and Restoration Services

RFQu002-20-21

C.R. Jackson, Inc.

May 30, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and C.R. Jackson, Inc. (Contractor) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from July 30, 2023 to July 29, 2024 and provide funding in the amount of \$600,000.00 for asphalt and concrete maintenance, repair, and replacement services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

C.R. Jackson, Inc.

H. Benji Vinson, VP Operations

Print Name

Signature

Date

5/31/23

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/31/2023

**Contract Amendment #3
Funding for FY23-24**

Indefinite Delivery Contract (IDC) for Asphalt & Concrete Repair and Restoration Services

RFQu002-20-21

North American Pipeline Management, Inc.

May 30, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and North American Pipeline Management, Inc. (Contractor) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from July 30, 2023 to July 29, 2024 and provide funding in the amount of \$200,000.00 for asphalt and concrete maintenance, repair, and replacement services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

North American Pipeline Management, Inc.

Dorelly A. Herford

Print Name

Signature

5-31-2023

Date

City of Columbia

Office of the City Manager

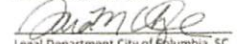
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC
05/31/2023

**Contract Amendment #4
Funding for FY23-24**

Indefinite Delivery Contract (IDC) for Asphalt & Concrete Repair and Restoration Services

RFQu002-20-21

Southern Roots Landscape Management, LLC

May 30, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Southern Roots Landscape Management, LLC (Contractor) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from July 30, 2023 to July 29, 2024 and provide funding in the amount of \$100,000.00 for asphalt and concrete maintenance, repair, and replacement services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Southern Roots Landscape Management, LLC

Bryce Yarbrough

Print Name

Signature

5.31.23

Date

City of Columbia

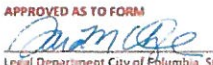
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/31/2023



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve new Sole Source Agreements, as requested by Columbia Water. Award to the following vendors in the total amount of \$3,098,611.24.

REQUISITION NO.: TBD

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	Chao and Associates, Inc Columbia, SC	Deemed canal embankment engineer by Federal Regulatory Commission, unique knowledge of Canal Dam as requested by Columbia Water on April on 13, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$120,000.00
<i>Funding Source: Hydro Electric Plant Operation-Special Projects (5556101-638500) - \$120,000.00</i>				
b.	Charles Underwood, Inc. Sanford, NC	Grundfos-Yeomans, PACO, Chicago, and Morris Pumps labor, parts, and services as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$200,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) - \$200,000.00.</i>				
c.	Evoqua Water Technologies, LLC C/O Heyward, Inc. Waukesha, WI	Envirex Jet-Tech, Aqua Lator System, Upper/Lower Bearing Assemblies, External Lift Screw Pump as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$150,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) - \$150,000.00.</i>				
d.	Heyward-Charlotte, Inc. Charlotte, NC	VAG USA Engineered and Distribution Valves, Butterfly Plug Valves, Morris Pumps, Control Panels, VFDs, Rotork	New Sole Source (7/1/2023-6/30/2024)	\$150,000.00

		Electrical Valves, Actuators, Control Systems, Seepex, labor, parts, inspections, and maintenance as requested by Columbia Water on May 16, 2023.		
<i>Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300) and Utilities Lake Murray Water Plant – Machinery and Equipment-Capital (5516207-65833) - \$150,000.00.</i>				
e.	Premier Magnesia, LLC West, PA	Magnesium Hydroxide-Thioguard and Thioguard Omega S Technical Grade Magnesium Hydroxide Slurry product as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$2,199,800.16
<i>Funding Source: Utilities Metro Wastewater Plant-Chemicals (5516208-624800) - \$2,199,800.16</i>				
f.	Xylem Water Solutions USA Charlotte, NC	Flygt pump and repair facility distributor, used at lift stations as requested by Columbia Water on May 16, 2023.	New Sole Source (7/1/2023-6/30/2024)	\$135,000.00
<i>Funding Source: Utilities Metro Wastewater Plant-Equipment Repair/Service Supply – (5516208-631800) - \$135,000.00.</i>				
g.	CITI, Inc. Charlotte, NC	Drinking water second tier server SCADA application development services as requested by Columbia Water on May 8, 2023.	New Sole Source (6/1/2023-6/30/2023)	\$62,270.00
<i>Funding Source: Utilities Columbia Canal Water Treatment Plant - Equipment Repair/Service Supply (5516206-631800) \$20,756.66; Utilities Water Distribution & Maintenance - Equipment Repair/Service Supply (5516203-638100) \$20,756.66; Utilities Lake Murray Water Plant - Equipment Repair/Service Supply (5516207-631800) \$20,756.68.</i>				
h.	Hach Company Loveland, CO	Preventative Maintenance and Repair Services as requested on April 18, 2023.	New Sole Source; (6/1/2023-6/30/2023)	\$81,541.08
<i>Funding Source: Utilities Metro Wastewater Treatment Plant - Maintenance & Service Contract (5516208-638200). \$81,541.08.</i>				
Total:				\$3,098,611.24

ATTACHMENTS:

- **#a:** Memo (PDF)
- **#b:** C&C - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)
- **#c:** Chao - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)
- **#d:** Evoqua - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)

- #e: Heyward - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)
- #f: Premier - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)
- #g: CITI Agreement (PDF)
- #h: Hach Agreement - R221715 (PDF)
- #i: UNDERWOOD - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)
- #j: XYLEM-WATER SOLUTIONS - REVISED_SOLE SOURCE AGREEMENT (GOODS AND OR SERVICES) (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor and Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: June 20, 2023

Subject: Recommendation for Approval (Sole Source)
Extension Period: July 1, 2023 through June 30, 2024

The Department of Procurement of Contracts in coordination with Columbia Water respectfully request your review and approval of eight (8) contracts for a wide variety of goods and services through June 30, 2024.

The funding information for these goods and services have been provided on the attached chart. The total projected amount for eight (8) contracts are approximately: \$3,098,611.24.

The following are examples of circumstances which could necessitate sole source procurement:

- Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- Where a sole supplier's item is needed for trial use or testing;
- Where a sole supplier's item is to be procured for resale;
- Where public utility services are to be procured;
- Where the item is one of a kind; and
- Printed forms, pamphlets, and brochures, exclusive of printing equipment.

A Sole Source is valid for one initial term with an option to renew for one year. At the end of the renewal term, the City may release an Intent to Sole Source (when applicable). A review of any responses to the Intent to Sole Source will determine if the Sole Source is still valid or does the City need to formally solicit for the goods and/or services.



We Are Columbia

All of the contracts within this request have been identified as a Sole Source based on the stated Sole Source circumstance below.

The following is short synopsis for each service within the chart:

Council Consent Agenda Item 8532

- a. Chao and Associates – required Engineer, deemed the Canal Embankment Engineer by the Federal Regulatory Commission, Has unique knowledge and familiarity of the condition of the Canal Dam.
- b. Charles Underwood Inc. – required to provide Grundfos-Yeomans, PACO, Chicago, and Morris pumps replacement/spare parts, products, repair/field services, inspections, service calls and maintenance.
- c. Evoqua Water Technologies – required to provide Envirex Jet-Tech, aqua lator system, upper/lower bearing assemblies, external lift screw pump.
- d. Heyward, Inc. – required to provide VAG USA engineered & distribution valves butterfly plug valves, Morris pumps, control panels, VFDs, Rotork electrical valves, actuators, control systems, Seepex, replacement/spare parts products repair/field services, inspections, and maintenance.
- e. Premier Magnesia, LLC - required to provide Magnesium hydroxide-thioguard and thioguard omega S technical grade magnesium hydroxide slurry product with unique performance characteristics that provide superior supplemental alkalinity to both Train I and II. Premier Magnesia is the only vendor able to meet the specifications.
- f. Xylem Water Solutions USA – required to provide Flygt pumps used at lift stations and repair. Xylem Water is the only municipal facility distributor permitted to work on Flygt pumps or the warranty will be voided.
- g. CITI, Inc. - required to provide drinking water second tier server SCADA application development services.
- h. Hach Company - required to provide preventative maintenance and repair services.

If you have questions or concerns, please do not hesitate to contact our office.

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **C&C Boiler Sales & Services, Inc.** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Thirty-Five Thousand Dollars (\$35,000.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees

to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written)

between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

C&C BOILER SALES & SERVICES, INC.

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Chao and Associates, Inc.** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **One Hundred Twenty Thousand Dollars (\$120,000.00)** unless authorized by the City under Section 2 of this Page 1 of 4

Sole Source – Goods and/or Services

Revised 3/30/2022

AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

CHAO AND ASSOCIATES, INC.

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Evoqua Water Technologies** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** unless authorized by the City under Section 2 of this Page 1 of 4

Sole Source – Goods and/or Services

Revised 3/30/2022

AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ **Annual Price Adjustment (Material Cost)** If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. **Ownership of Project Documents.** All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. **Insurance.** If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ **WORKERS COMPENSATION INSURANCE:** 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

EVOQUA WATER TECHNOLOGIES

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Evoqua Water Technologies** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** unless authorized by the City under Section 2 of this Page 1 of 4

Sole Source – Goods and/or Services

Revised 3/30/2022

AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ **Annual Price Adjustment (Material Cost)** If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. **Ownership of Project Documents.** All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. **Insurance.** If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ **WORKERS COMPENSATION INSURANCE:** 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

EVOQUA WATER TECHNOLOGIES

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **PREMIER MAGNESIA, LLC** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Two Million One Hundred Ninety-Nine Thousand Eight Hundred Dollars and Sixteen Cents (\$2,199,800.16)** unless

authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

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14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

PREMIER MAGNESIA, LLC

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **CITI, LLC** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the time frames set forth in Exhibit B

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2023. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Sixty-Two Thousand Two Hundred Seventy Dollars and 00/100, (\$62,270.00)** unless authorized by the City under

Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

at

CITI, INC

SL

City of
Columbia

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that all rights to intellectual property developed under this agreement. or organization by the City and the Seller shall not make without the prior written approval of the City.

will be granted to the City with non transferable rights to its use and modification. Seller will retain all rights to intellectual property developed under this agreement.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

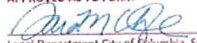
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 05/25/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

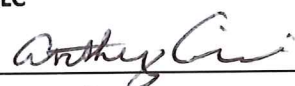
Witness: _____

Title: City Manager

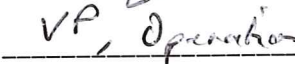
Date: _____

CITI, LLC

By:  _____

By:  _____

Witness:  _____

Title:  VP, Operations _____

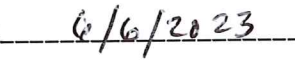
Date:  6/6/2023 _____

Exhibit A

Requisition # R222136JUSTIFICATION 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 Operations Division,
(1)
Drinking Water Second-Tier Server SCADA Application Development Services and
(2)
Application Deployment

as a sole source procurement from CITI Inc.
(3)
based upon the following justifications CITI is currently under contract with the City as the Water Plants
(4)
SCADA Integrator and is a separate project from the current contract. CITI was the applications developer and
deployment provider for this same system at the City's Metro WWTP. CITI will use existing software licenses, owned
by the City to lower implementation costs, facilitate system maintenance and minimize software license
support expenses. Software support is a necessity to patch vulnerabilities and mitigate cybersecurity concerns.

This sole source is valid through June 30, 2023Amount \$ 62,270.00

Utilities
Department

W. Frank E. Eubank
Signature of Department Head

5/8/2023
Date

Shannon L. Lenz
Signature of Purchasing Agent

5/22/2023
Date

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

Signature of Finance Director

Date

Chris S. Sley
Signature of Asst. City Manager

5/8/2023
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.



4030 Yancey Road, Charlotte, NC 28217
P.O. Box 33758, Charlotte, NC 28233
PHONE 704.969.2484 FAX 704.969.2480
WWW.CITI-INC.COM
Page 1 of 1

Date: April 6, 2023
To: Whom It May Concern
Reference: City of Columbia Water Division
Services related to second-tier server application

CITI Inc requests to be approved by the City of Columbia as a sole source supplier of a second-tier server application for the water treatment division. This application will utilize the standards developed by CITI Inc during the design of the existing second-tier server in use by the wastewater treatment division. This request is being made at the behest of the water treatment division based on the following criteria:

CITI Inc designed and implemented the current second-tier server SCADA application that is in use by the wastewater treatment division, and has continuously added content to it since its inception more than four years ago. We have been working in partnership with the City's IT department to coordinate all of the necessary configuration to bring to fruition this complex application while adhering to their cybersecurity standards. The use of the existing setup will greatly benefit the City of Columbia as it will lower implementation costs, facilitate system maintenance and minimize software license support expenses since we will be building the application using the existing software licenses and hardware owned by the City of Columbia.

Our experience in the development and implementation of second-tier server applications is extensive, having implemented them for large municipalities such as City of Raleigh, Town of Cary, City of Durham, OWASA (Town of Chapel Hill and surrounding areas), City of Winston-Salem, among others.

If you have any questions about our scope of supply, please call me. Thank you for your consideration.

CITI Inc

A handwritten signature in blue ink, appearing to read "Marco Varela".

Marco Varela

President

Exhibit B



4030 Yancey Road, Charlotte, NC 28217
 P.O. Box 33758, Charlotte, NC 28233
 PHONE 704.969.2484 FAX 704.969.2480
 WWW.CITI-INC.COM
 Page 1 of 3

CITI PROPOSAL C23064

March 15, 2023

Mr. Scott Johnson
 Utility Systems Data Coordinator
 Columbia Water
 Department of Utility Operations
 4013 W. Bellline Blvd.,
 Columbia, SC 29217
 Office: (803) 724-6756
MichaelS.Johnson@columbiasc.gov

Ref: City of Columbia – Water Division Tier-2 SCADA Application Deployment

Dear Mr. Johnson,

Thank you for the opportunity to present this proposal to provide deployment services for the new Tier-2 SCADA application. The services that will be furnished include:

Services

<u>Item</u>	<u>Qty</u>	<u>Description</u>
1	1	Coordination with IT to set up network interconnections between historian server at each plant and Tier-2 server.
2	1	Configuration of links in new Tier-2 SCADA application to pdf files with information relevant to each telemetry site
3	1	Development of scripts to obtain data from the Beacon System through the API (Application Programming Interface) provided by Badger Meter and to parse data records and insert them in the Ignition server's database for use in the Tier-2 application
4	1	Tier-2 SCADA application deployment and testing
5	1	Tier-2 SCADA application training

CITI Clarifications:

1. Services to establish and test the connectivity between the Tier-2 server and historians at both of the plants must be provided by the IT department. It is recommended that cybersecurity best practices are followed for this implementation.
2. Please note that BEACON Web Services APIs are rate-limited and only a certain number of calls are allowed per utility in a given timeframe. Additionally, Badger Meter reserves the right to adjust the rate limit at any time for its import and export APIs to provide a high quality of service for all of their customers. The maximum number of calls they allow in a 24-hr period is 48. Based on this information found on their website, information can only be updated once every 30 minutes.

"Our Innovation Sets Standards"



CITI Proposal C23064
 City of Columbia, SC
 Water Division Tier-2 SCADA Application Deployment
 March 15, 2023
 Page 2 of 3

3. It is assumed that the City's license / subscription service with the Beacon system allows the extraction of data from this system. The cost of additional licenses or subscription services with Beacon / Badger Meter, should they be needed, is not included in this scope.
4. We suggest that the IT department evaluates the server that is currently running the existing Tier-2 SCADA application to ensure that enough resources are available to support the additional load.
5. For cybersecurity reasons, this will be a view only application. Remote control of equipment will not be available through this application.
6. It is recommended to use Surface Pro tablets over iPads to view this application due to the method that is used by the IT department to allow access to the Tier-2 server.
7. Integration of pdf files to Tier-2 server application will be done after they are compiled by others and are provided to the IT department for them to make them available on the gateway server.
8. CITI Inc's insurance coverage is: general liability - \$1,000,000/\$2,000,000; auto liability - \$1,000,000; excess liability - \$1,000,000; and workers compensation - \$1,000,000. If any additional coverage or endorsements are required, the charges for additions to CITI Inc's policy will be charged to you as an extra expense at actual cost times a multiplier of 1.15.
9. CITI Inc will retain all rights to Intellectual Property developed under this project and will grant the end user non-transferable rights to its use and modification. A copy of CITI Inc's privacy statement is available at www.CITI-INC.com.
10. Shipping is FOB factory, freight cost allowed. Unless stated elsewhere in this proposal, destination of all shipments will be the designated project site. Payment terms for this project are net 30 days after the date of each invoice. Materials that are delivered or approved for storage in CITI Inc's facility will be billed complete at time of delivery/storage. Services will be billed on a percentage completed.
11. CITI Inc will not provide any materials or services for this project prior receipt of a purchase order.
12. CITI Inc will accept a purchase order for this scope of supply subject to these clarifications and the attached CITI Inc "Conditions of Sale".
13. CITI Inc will apply taxes to all invoices for labor and materials as applicable. If a tax exemption is being claimed, all relevant exemption forms must be provided to CITI at the time the purchase order is issued.
14. This proposal is valid for 60 days

CITI Price Summary

<i>Pricing for item 1 =</i>	\$2,450
<i>Pricing for item 2 =</i>	\$2,120
<i>Pricing for item 3 =</i>	\$3,180
<i>Pricing for item 4 =</i>	\$7,345
<i>Pricing for item 5 =</i>	\$1,225

"Our Innovation Sets Standards"



CITI Proposal C23064
City of Columbia, SC
Water Division Tier-2 SCADA Application Deployment
March 15, 2023
Page 3 of 3

If you have any questions about our scope of supply please don't hesitate to call us. Thank you for providing us with the opportunity to offer our services.

CITI Inc

Mario Gonzalez
Project Manager

Attachment: CITI Inc Conditions of Sale



4030 Yancey Road, Charlotte, NC 28217
 P.O. Box 33758, Charlotte, NC 28233
 PHONE 704.969.2484 FAX 704.969.2480
 WWW.CITI-INC.COM
 Page 1 of 3

CITI PROPOSAL C22321R1

March 14, 2023

Mr. Scott Johnson
 Utility Systems Data Coordinator
 Columbia Water
 Department of Utility Operations
 4013 W. Bellline Blvd.,
 Columbia, SC 29217
 Office: (803) 724-6756
MichaelS.Johnson@columbiasc.gov

Ref: City of Columbia – Water Division Second-Tier Server SCADA Application
 Development Services

Dear Mr. Johnson,

Thank you for the opportunity to present this proposal to develop the second-tier application for the City's water division. Per your request, the original quote is being revised to add services to integrate several readings from your existing Beacon AMI system. As mentioned in the original proposal, we propose the following features for the initial implementation:

1. A main screen with an interactive map that shows the pressure zones. Clicking on a pressure zone will open the zone overview screen. Some pressure zones may be grouped to eliminate unnecessary navigation between screens.
2. Each pressure zone / grouped pressure zones will have an overview screen that will show the pump stations, elevated tanks, and PRVs in that particular area. The high-performance HMI concept will be utilized on this screen which allows the operator to quickly see the status of the pumps, valves, and tank levels.
3. From the zone overview screen, clicking on a site will bring up a collapsable screen with detailed information which will slide out from the right side. This screen will show all the details related to the site selected as well as any setpoints that are available.

The services that will be furnished include:

Services

<u>Item</u>	<u>Qty</u>	<u>Description</u>
1	1	Design of new screens and coordination meetings to review new screens
2	1	Development of a new second-tier server SCADA application for all pressure zones as described above

"Our Innovation Sets Standards"



CITI Proposal C22321R1
 City of Columbia, SC
 Water Division Second-Tier
 Server SCADA Application Development Services
 March 14, 2023
 Page 2 of 3

CITI Clarifications:

1. Application will be developed using the existing SCADA software license owned by the City for the existing second-tier application for the City's collections system. Any additional software licenses are excluded from our scope.
2. We suggest that the IT department evaluates the server that is currently running the existing second tier SCADA application to ensure that enough resources are available to support the additional load.
3. For cybersecurity reasons, this will be a view only application. Remote control of equipment will not be available through this application.
4. It is recommended to use Surface Pro tablets over iPads to view this application due to the method that is used by the IT department to allow access to the second-tier server.
5. The pressure zone overview screen will be optimized for 1920x1080 screen and will not scale to fit other screen sizes.
6. CITI Inc's insurance coverage is: general liability - \$1,000,000/\$2,000,000; auto liability - \$1,000,000; excess liability - \$1,000,000; and workers compensation - \$1,000,000. If any additional coverage or endorsements are required, the charges for additions to CITI Inc's policy will be charged to you as an extra expense at actual cost times a multiplier of 1.15.
7. CITI Inc will retain all rights to Intellectual Property developed under this project and will grant the end user non-transferable rights to its use and modification. A copy of CITI Inc's privacy statement is available at www.CITI-INC.com.
8. Shipping is FOB factory, freight cost allowed. Unless stated elsewhere in this proposal, destination of all shipments will be the designated project site. Payment terms for this project are net 30 days after the date of each invoice. Materials that are delivered or approved for storage in CITI Inc's facility will be billed complete at time of delivery/storage. Services will be billed on a percentage completed.
9. CITI Inc will not provide any materials or services for this project prior receipt of a purchase order.
10. CITI Inc will accept a purchase order for this scope of supply subject to these clarifications and the attached CITI Inc "Conditions of Sale".
11. CITI Inc will apply taxes to all invoices for labor and materials as applicable. If a tax exemption is being claimed, all relevant exemption forms must be provided to CITI at the time the purchase order is issued.
12. This proposal is valid for 60 days

CITI Price Summary

Pricing for item 1 =	\$5,390
Pricing for item 2 =	\$40,560



CITI Proposal C22321R1
City of Columbia, SC
Water Division Second-Tier
Server SCADA Application Development Services
March 14, 2023
Page 3 of 3

If you have any questions about our scope of supply please don't hesitate to call us. Thank you for providing us with the opportunity to offer our services.

CITI Inc

A handwritten signature in black ink, appearing to read "Mario Gonzalez".

Mario Gonzalez
Project Manager

Attachment: CITI Inc Conditions of Sale

SOLE SOURCE AGREEMENT GOODS and/or SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Hach Company** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2023. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Eighty-One Thousand Five Hundred Forty-One Dollars and Eight Cents 08/100, (\$81,541.08)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ **WORKERS COMPENSATION INSURANCE:** 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

HACH COMPANY

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Requisition # R221715JUSTIFICATION 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 Metro Wastewater Treatment Plant Division,
(1)

Instruments under the following brands: Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Anatel, Orbisphere,

(2)

ELE, HIAC, MetOne, and Polymetron. Repair services, parts/products/installation and routine/preventative/emergency maintenance for 52 sensors inside the Aeration Basins

as a sole source procurement from Hach Company (V002288)

(3)

based upon the following justifications These sensors are integral to the operation of the plant as they

(4)

closely monitor the water treatment process as it occurs in our aeration basins. The sensors monitor the dissolved oxygen levels,

ph(acidity), nitrates, ammonium, and ammonia levels. Hach's factory-trained service personnel are the only people

authorized to perform any services on the sensors. Unauthorized repairs/services will result in voiding the instrument's warranty.

Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

This sole source is valid through June 30, 2023 Amount \$ 81,541.08

Utilities

Department

W. Frank Echinger
Signature of Department Head

5/02/2023

Date

Shannon Wizenksi
Signature of Purchasing Agent

5/31/2023
Date

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

Kristine Githara
Signature of Finance Director

5/31/2023
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.



Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Anatel, Orbisphere, ELE, HIAC, MetOne, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service for additional information.

Sincerely,

A handwritten signature in black ink that reads "Heather Johnston".

Heather Johnston
Sales Support Specialist

Lizewski, Shannon S

From: Wiman, David R
Sent: Wednesday, May 31, 2023 6:32 AM
To: Lizewski, Shannon S
Cc: Higgins, Anita S
Subject: RE: Requested Sole Source - Question

That is correct, Shannon.

David R. Wiman
 **Superintendent**
Columbia Water

Metro Wastewater Treatment Plant
1200 Simmon Tree Ln. | Columbia, SC 29201
Main: (803) 545-0183
Office: (803) 545-0227

"Hard work beats talent if talent doesn't work hard!"



FOIA Disclaimer: You are hereby advised that, pursuant to the South Carolina Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to the City of Columbia and its officials and employees, and others acting on its behalf, may be subject to disclosure as being a public record.

From: Lizewski, Shannon S <Shannon.Lizewski@columbiasc.gov>
Sent: Tuesday, May 30, 2023 7:39 PM
To: Wiman, David R <David.Wiman@columbiasc.gov>
Cc: Higgins, Anita S <Anita.Higgins@columbiasc.gov>
Subject: RE: Requested Sole Source - Question

So is it safe to say that HACH is not doing what CITI did previously. HACH will continue to handle repair services, parts/products installation, and routine preventative emergency maintenance for the areas that CITI is not handling?

I just want to ensure both companies are doing 2 different things. Otherwise, it wouldn't be a sole source. Does that make sense?

From: Wiman, David R <David.Wiman@columbiasc.gov>
Sent: Thursday, May 25, 2023 9:18 AM
To: Lizewski, Shannon S <Shannon.Lizewski@columbiasc.gov>
Cc: Higgins, Anita S <Anita.Higgins@columbiasc.gov>
Subject: RE: Requested Sole Source - Question

Good morning!

You are on the right track, Shannon. Your thought is correct. Additionally, CITI does daily/weekly calibrations & adjustments not picked up by HACH but which are necessary to keep warranties in effect, etc. The work HACH is going to be doing, they were doing before, but it was handled with them through a CIP project and thus, we didn't see it in our O&M arrangements.

I hope this helped!

I also hope that you both have/had a great holiday weekend!!

David R. Wiman
 **Superintendent**
Columbia Water

Metro Wastewater Treatment Plant
1200 Simmon Tree Ln. | Columbia, SC 29201
Main: (803) 545-0183
Office: (803) 545-0227

"Hard work beats talent if talent doesn't work hard!"



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From: Lizewski, Shannon S <Shannon.Lizewski@columbiasc.gov>
Sent: Wednesday, May 24, 2023 5:31 PM
To: Wiman, David R <David.Wiman@columbiasc.gov>
Cc: Higgins, Anita S <Anita.Higgins@columbiasc.gov>
Subject: Requested Sole Source - Question

Hi David,

We were reviewing the attached sole source request for Hach Company and had a few questions. I spoke with Frank about this earlier and he suggested I get with you.

Apparently, we had a contract for this last year with CITI for the same thing. Is Hach taking over CITI's contract?

In my non-technical mind, I understand that Hach takes care of the lab equipment, and CITI takes care of sending the information from the sensors throughout the plant (wherever needed).

Thank you for shedding some light on this. ☺
 Shannon

From: PURCH2-MFC@columbiasc.gov <PURCH2-MFC@columbiasc.gov>
Sent: Wednesday, May 24, 2023 5:13 PM
To: Lizewski, Shannon S <Shannon.Lizewski@columbiasc.gov>
Subject: Scan-to-Me

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 8 Partnership Number : HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH896099

Version : 0.32

Quotation Date : 18-APR-23

Expiration Date : 17-MAY-23

Hach Company Contact :
Bryant, Joshua M.

Service Partnership Phone :
Service Partnership Email : josh.bryant@otthydromet.com

Customer Ref : RENEWAL QUOTE
Customer Phone : (803) 733-8566
Customer Fax :
Customer Contact : STUBING, ANDREW
Customer Email : Andrew.Stubing@columbiasc.gov
Bill-To Account # 032114**Ship-To Account # 032114**

Customer Name CITY OF COLUMBIA

Customer Name CITY OF COLUMBIA

Payment Terms: Net 30

Address4 ACCOUNTING DEPT

Address4

Billing Method: Annual-Invoices on START Date

Address1 PO BOX 147

Address1 1200 SIMMON TREE LN

Currency: USD

Address2

Address2

Address3
City,State,PostalCode
Province/Country
COLUMBIA-SC-29201
US

Address3
City,State,Postalcode
Province/Country
COLUMBIA-SC-29201-5185
US

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	PMP-GLPHORP-1V	21-MAR-23	20-MAR-24	PMP-GLI pH ORP PROBE-1V (FRV 1)	1,772.00
1.1	DRS5			Digital ORP Sensor,Stainless ; 1903445201	
1.2	DRS5			Digital ORP Sensor,Stainless ; 2003443590	
1.3	DPS1			Digital pH Sensor, Stainless ; 200444875	
1.4	DPS1			Digital pH Sensor, Stainless ; 1902445104	
1.5	DPS1			Digital pH Sensor, Stainless ; 2104449162DUP	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 8 Partnership Number : HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

1.6	DPS1			Digital pH Sensor, Stainless ; 2004438550	
2	FSPLDO2	21-MAR-23	20-MAR-24	Fld Svc LDO2 - 1 visit: Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	3,808.00
2.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 183230000057	
2.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 183230000083DUPO	
2.3	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 1832300000103	
2.4	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 1907300000038	
2.5	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 1907300000039	
2.6	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 1907800000042	
2.7	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 1907800000049	
2.8	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 1907800000042	
2.9	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 2010700000051	
2.10	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 2010800000043	
2.11	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 2010700000065	
2.12	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 2010800000015	
2.13	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 2010800000014	
2.14	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 2010700000036	
3	FSPSOLITAX	21-MAR-23	20-MAR-24	Fld Svc-2V Solitax Sensor:	2,363.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 8 Partnership Number : HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

3.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1880991	
3.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1986514	
4	FSPAN-ISE	21-MAR-23	20-MAR-24	Fld Svc ANISE Sensor 2 Visit: Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	25,670.00
4.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1854360	
4.2	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1863024	
4.3	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1863745	
4.4	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1879153	
4.5	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1984989	
4.6	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1984267	
4.7	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1929633	
4.8	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 204746	
5	FSPNITRATAX	21-MAR-23	20-MAR-24	Fld Svc-2V Nitratax Sensor:	2,254.00
5.1	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1879186	
5.2	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1963930	
6	FSPAMTAXSC	21-MAR-23	20-MAR-24	aa Fld Svc-2V Amtax SC V.2006: Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free	4,450.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 8 Partnership Number : HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

				firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased.	
	6.1	LXV421.99.13002		db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1864032	
	6.2	LXV421.99.13002		db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1958536	
7	FSPFILTRAX		21-MAR-23	20-MAR-24	Fld Svc-4V Filtrax: 5,792.00
	7.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1877827
	7.2	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1940870
8	FSPSC1500		21-MAR-23	20-MAR-24	Fld Svc-1V SC1500 Controller 2,264.00 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site visit for basic performance evaluation, factory recommended maintenance (including required parts), unlimited technical support calls, and free software updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.
	8.1	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1871789
	8.2	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1879908
	8.3	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1879910
	8.4	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1880392
	8.5	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1925588

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	5 of 8 HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

8.6	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1976231	
8.7	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1980446	
8.8	LXV446.99.1R3S1			SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1929947	
9	PMP-AN-ISE-2V	21-MAR-23	20-MAR-24	PMP-AN-ISE-2V: ADDED VISITS (total 4 Visits Annually) Preventative Maintenance includes: Preventative maintenance parts, labor and travel for 2 on-site calibrations per year, unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	27,128.00
9.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1854360	
9.2	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1863024	
9.3	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1863745	
9.4	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1879153	
9.5	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1984989	
9.6	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1984267	
9.7	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1929633	
9.8	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 204746	
Sub Total :					75,501.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 6 of 8 Partnership Number : HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Tax: 6,040.08
Total : 81,541.08

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF COLUMBIA

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

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17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **CHARLES R. UNDERWOOD INC.**, (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Two Hundred Thousand Dollars (\$200,000.00)** unless authorized by the City under Section 2 of this AGREEMENT.

The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

CHARLES R. UNDERWOOD INC.

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **XYLEM–WATERING SOLUTIONS USA, INC.** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **One Hundred Thirty-Five Thousand Dollars (\$135,000.00)** unless authorized by the City under Section 2 of this Page 1 of 4

Sole Source – Goods and/or Services

Revised 3/30/2022

AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT 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 from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: 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 Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller 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 Seller 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.gov.

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller providing any goods and/or 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

XYLEM-WATER SOLUTIONS USA, INC.

By: _____

By: _____

Witness: _____

Title: _____

Date: _____



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Fiscal Year 2023/2024 Purchase of Water and Wastewater Treatment Chemicals, as requested by Columbia Water. Award to the following vendors in the total amount of \$8,780,913.80.

REQUISITION NO.: TBD

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	Carus, LLC Peru, IL	Blended Phosphate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$458,640.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$148,960.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$309,680.00 for a total amount of \$458,640.00.</i>				
b.	Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$1,179,884.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$635,200.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$544,684.00 for a total amount of \$1,179,884.00</i>				
c.	International Dioxide, Inc. North Kingstown, RI	Sodium Chlorite, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$282,800.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) - \$282,800.00</i>				
d.	JCI Jones Chemical Sarasota, FL	Chlorine, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$999,000.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$555,000.00; Utilities Lake Murray WTP - Chemicals (5516207-624800) \$444,000.00 for a total amount of \$999,000.00</i>				
e.	JCI Jones Chemical Sarasota, FL	Sodium Hypochlorite 12% or Sodium Hypochlorite 15%, as requested by Columbia Water on May 4, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$983,923.20
<i>Funding Source: Metro Wastewater Plant - Chemicals (5516208-624800) - \$983,923.20.</i>				
f.	Polydyne Riceboro, GA	Polymer, as requested by Columbia Water on May 4, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$842,400.00

<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$842,400.00</i>				
g.	Polytec Mooresville, NC	Liquid Lime (Calcium Hydroxide), as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$450,309.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$205,520.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$244,789.00 for a total amount of \$450,309.00.</i>				
h.	Southern Ionics, Inc. West Point, MS	Sodium Bisulfite, as requested by Columbia Water on May 4, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$414,201.60
<i>Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800) - \$414,201.60</i>				
i.	Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$207,900.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$126,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$81,900.00 for a total amount of \$207,900.00.</i>				
j.	Univar Spartanburg, SC	Fluoride / Caustic / Sodium Hypochlorite / Sulfate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$263,356.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$91,160.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$172,196.00 for a total amount of \$263,356.00.</i>				
k.	Univar Spartanburg, SC	EarthTec Copper Sulfate, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$218,500.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$93,500.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$125,000.00 for a total amount of \$218,500.00.</i>				
l.	CarbPure Technologies, LLC Greenwood Village, CO	Activated Carbon, as requested by Columbia Water on June 5, 2023.	1 st year of 1 year initial term (7/1/2023 - 6/30/2024)	\$2,480,000.00
<i>Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$620,000.00 and Utilities Lake Murray WTP - Chemicals (5516207-624800) \$1,860,000.00 for a total amount of \$2,480,000.00.</i>				
Total Amount:				\$8,780,913.80

ATTACHMENTS:

- **#a:** Memo.Water&WastewaterTreatmentChemicals (PDF)
- **#b:** FY23-24 Water and Wastewater Treatment Chemicals (PDF)



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve Fiscal Year 2023/2024 Columbia Water Contract Renewals and Extensions. Award to the following firms in the total amount of \$10,103,060.38.

REQUISITION NO.: TBD

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Item	Vendor and Location	Description	Term	Amount
a.	Hazen and Sawyer Columbia, SC	Wastewater Collection System Hydraulic Modeling SS7613, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$550,000.00
<i>Funding Source: Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$550,000.00</i>				
b.	Mead and Hunt Columbia, SC	Metro Wastewater Treatment Plant Project Management Services SS7601, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 3 options to renew (7/1/2023 - 6/30/2024)	\$100,000.00
<i>Funding Source: Utilities Metro Wastewater Plant - Professional Services (5516208-636600) - \$100,000.00</i>				
c.	Michael Baker International Columbia, SC	Project Management SS7592, as requested by Columbia Water on April 28, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$160,000.00
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$160,000.00</i>				
d.	AECOM Columbia, SC	Project Management SS7594, as requested by Columbia Water on May 9, 2023.	2 nd Renewal of 2 options to renew (7/1/2023 - 6/30/2024)	\$139,050.00
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-638305) - \$139,050.00</i>				
e.	Hazen and Sawyer	Capacity Assurance Program	2 nd Renewal of 2 options to	\$250,000.00

	Columbia, SC	Technical Support SS7595, as requested by Columbia Water on April 28, 2023.	renew (7/1/2023 - 6/30/2024)	
<i>Funding Source: Wastewater System Improvements Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$250,000.00</i>				
f.	Superior Lawn & Yard, LLC Prosperity, SC	Grounds Maintenance for Columbia CWTP & Remote Sites, as requested by Columbia Water on June 5, 2023.	2 nd Renewal of 4 options to renew (7/01/2023 - 6/30/2024)	\$165,900.00
<i>Funding Source: Utilities Canal Water Treatment Plant - Special Contracts (5516206-638300) and Utilities Lake Murray Plant - Special Contracts (5516207-638300) - \$165,900.00</i>				
g.	CITI, Inc. Charlotte, NC	Metro Instrumentation & SCADA System Maintenance, as requested by Columbia Water on May 4, 2023.	2 nd Renewal of 2 options to renew (7/01/2023 - 6/30/2024)	\$312,725.00
<i>Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) - \$312,725.00</i>				
h.	CITI, Inc. Charlotte, NC	Canal & Lake Murray Instrumentation & SCADA System Maintenance, as requested by Columbia Water on June 5, 2023.	2 nd Renewal of 2 options to renew (7/01/2023 - 6/30/2024)	\$100,000.00
<i>Funding Source: Utilities Canal Water Treatment Plant - Chemicals (5516206-624800) \$50,000.00; Utilities Lake Murray Plant - Professional Services (5516207-636600) \$50,000.00 for a total amount of \$100,000.00.</i>				
i.	Waste Management of SC Elgin, SC	Landfill Services for Disposal of Materials (Solid Waste), as requested by Columbia Water on March 15, 2023.	2 nd Renewal of 4 options to renew (7/01/2023 - 6/30/2024) -	\$440,000.00
<i>Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955-631900) - \$440,000.000</i>				
j.	Central Carolina Technical College Sumter, SC	Memorandum of Agreement for Apprenticeship Program Training, as requested by Columbia Water on May 4, 2023.	2 nd Renewal of 9 options to renew (7/01/2023 - 6/30/2024)	\$141,300.00
<i>Funding Source: Utilities Metro Wastewater Plant - Employee Training & Professional Development (5516208-631200) \$41,500.00; Utilities Water Distribution & Maintenance - Employee Training & Professional Development (5516203-631200) \$51,600.00; Utilities Lake Murray Water Plant - Employee Training & Professional Development\$ (5516207-631200) \$10,000.00; Utilities Canal Water Treatment Plant - Employee Training & Professional Development (5516206-631200)\$10,000.00 and Utilities Wastewater Maintenance - Employee Training & Professional Development (5516205-631200) \$28,200.00 for a total amount of \$141,300.00</i>				
k.	Martin, Edwards & Assoc. Erwin, NC	Compost Grinding and Screening Services, as requested by Columbia Water on March 15, 2023.	2 nd Renewal of 2 options to renew (7/01/2023 - 6/30/2024)	\$160,000.00

Funding Source: Solid Waste Compost - Special Projects (1014406-638500) - \$160,000.00				
l.	Badger Meter, Incorporated Milwaukee, WI	BEACON AMA Managed Solution, as requested by Columbia Water on May 24, 2023.	2 nd Renewal of 20 options to renew (7/1/2023 - 6/30/2024)	\$790,000.00
Funding Source: Meter Reading Maintenance Services Contract (5516202-638200) - \$790,000.00				
m.	Rogers and Callcott Columbia, SC	Environmental Sample Collection Testing, as requested by Columbia Water on April 26, 2023.	2 nd Renewal of 3 Annual Renewals (9/1/2023-8/31/2024)	\$176,699.35
Funding Source: Utilities Metro Wastewater Plant - Special Contracts (5516208-63800) - \$176,699.35				
n.	Kemp Construction Sherrills Ford, NC	WWTP and PS Prof. Maintenance Support Services SS7607, as requested by Columbia Water April 28, 2023.	1 st of 3 Annual Renewals (7/1/2023 - 6/30/2024)	\$1,000,000.00
Funding Source: Utilities Metro Wastewater Plant - Special Contracts - Water/Sewer, Stormwater (5516208-638305) - \$1,000,000.00				
o.	EnviroWaste Services Group Inc. Palmetto Bay, FL	Wet Well Cleaning, as requested by Columbia Water on May 4, 2023.	2 nd of 2 year initial term (7/1/2023 - 6/30/2024)	\$275,600.00
Funding Source: Utilities Metro Wastewater Plant - Maintenance Service Contract (5516208-638200) - \$275,600.00				
p.	Brown and Caldwell Columbia, SC	Metro WWTP & Compliance Personnel Training, as requested by Columbia Water on May 4, 2023.	2 nd of 3 year initial term (7/1/2023 - 6/30/2024)	\$66,000.00
Funding Source: Utilities Metro Wastewater Plant - Employee Training & Professional Development (5516208-631200) - \$66,000.00				
q.	Woolpert, Inc. Columbia, SC	Wastewater Collection System Flow Monitoring Services SS7617, as requested by Columbia Water on April 28, 2023.	1 st of 3 options to renew (7/1/2023-6/30/2024)	\$500,000.00
Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305) - \$500,000.00				
r.	Black & Veatch Columbia, SC	Water and Sewer Rate Study, as requested by Columbia Water on June 2, 2023.	2 nd of 3 options to renew (7/1/2023 - 6/30/2024)	\$148,989.00
Funding Source: Admins Assistant City Manager - Professional Services (5511109-636600) - \$148,989.00				
s.	AECOM Columbia, SC	CAP Professional Support Services SS7593, as requested by Columbia Water on May 11, 2023.	1 st of 1 option to renew (7/1/2023 - 6/30/2024)	\$150,000.00

<i>Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221 - 638305) - \$150,000.00</i>				
t.	Woolpert, Inc. Columbia, SC	CSAP Preventive Maintenance SS7604, as requested by Columbia Water on May 1, 2023.	1 st of 3 options to renew (7/1/2023 - 6/30/2024)	\$785,507.03
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer Stormwater (5516205-638305) - \$785,507.03</i>				
u.	DS Utilities, Inc. Little Mountain, SC	Sanitary Sewer Easement Maintenance SS7271, as requested by Columbia Water on May 1, 2023.	1 st of 3 options to renew (7/1/2023-6/30/2024)	\$2,367,320.00
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer Stormwater (5516205-638305) - \$2,367,320.00</i>				
v.	Duke's Root Control Inc. Syracuse, NY	Sanitary Sewer Root Control SS6911, as requested by Columbia Water on May 1, 2023.	1 st of 3 options to renew (7/1/2023 - 6/30/2024)	\$559,470.00
<i>Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer Stormwater (5516205-638305) - \$559,470.00</i>				
w.	SONOCO Recycling, LLC Hartsville, SC	Disposal of Recycle Materials, as requested by Columbia Water on March 15, 2023.	Extension (7/1/2023 - 6/30/2024)	\$300,000.00
<i>Funding Source: Solid Waste Recycling- Solid Waste Tipping Fee (1014407-631900) -\$300,000.00</i>				
x.	Doxim, Inc. Columbia, SC	Bill Printing and Mailing Postage, as requested by Columbia Water on June 5, 2023.	Extension (7/01/2023 - 6/30/2024)	\$464,500.00
<i>Funding Source: Customer Service - Special Contracts (551407-638300) and Customer Service - Postage and Delivery (551407-631100) - \$464,500.00</i>				
Total Amount:				\$10,103,060.38

ATTACHMENTS:

- **#a:** Memo.ColumbiaWaterRenewals (PDF)
- **#b:** Signed_CA_2_Hazen_SS7613_WCTS_Hydraulic_Modeling (PDF)
- **#c:** PO Modification Hazen and Sawyer SS7613 (PDF)
- **#d:** APPROVED_23017116_CA_2_Mead_Hunt_SS7601_MWWTP_Project_Management_Services (PDF)
- **#e:** PO Modification Mead & Hunt SS7601 (PDF)
- **#f:** Signed_CA_2 SS7592_ Project Mgmt_Svcs_MBI_Renewal_FY23_24 (PDF)

- #g: PO Modification Michael Baker SS7592 (PDF)
- #h: CA_2_AECOM_SS7594_Project_Management (PDF)
- #i: PO Modification AECOM SS7594 (PDF)
- #j: CA_2_Hazen_SS7595 CAP Hydraulic Modeling_Signed (PDF)
- #k: PO Modification Hazen and Sawyer SS7595 (PDF)
- #l: CA_2 Superior Lawn and Yard Maintenance(PDF)
- #m: PO Modification Superior Lawn and Yard (PDF)
- #n: CA_5_CITI (PDF)
- #o: PO Modification CITI Metro (PDF)
- #p: CA_1 CITI SCADA_Instrumentation_Maintenance (PDF)
- #q: PO Modification CITI SCADA (PDF)
- #r: CA_2 Waste Management Landfill Services (PDF)
- #s: PO Modification Waste Management(PDF)
- #t: CA_2_Central_Carolina_MOA _signed (PDF)
- #u: PO Modification Central Carolina (PDF)
- #v: CA_2_Martin_Edwards_&_Associates (PDF)
- #w: PO Modification Martin Edwards (PDF)
- #x: CA_4 FY23_24 Badger Meter BEACON (PDF)
- #y: PO Modification Badger Meter Beacon (PDF)
- #z: CA_3 FY23_24 Rogers Callcott (PDF)
- #aa: PO Modification Rogers & Callcott (PDF)
- #ab: CA_1 Professional Maintenance Services Kemp (PDF)
- #ac: PO Modificaiton Kemp SS7607 (PDF)
- #ad: Signed Wet Well Cleaning (PDF)
- #ae: PO Modification Envirowaste(PDF)
- #af: CA_1 Brown and Caldwell Treatment Plant Operating (PDF)
- #ag: PO Modification Brown and Caldwell (PDF)
- #ah: CA_1_Woolpert SS7617 WW Collection Sys Flow Monitoring (PDF)
- #ai: PO Modification Woolpert SS7617 (PDF)
- #aj: CA_3 BV Water and Sewer Rate Study (PDF)
- #ak: PO Modification Black & Veatch Rate Study (PDF)
- #al: CA_2 AECOM SS7593 CAP (PDF)
- #am: PO Modification AECOM SS7593 (PDF)
- #an: CA_1_SS7604 CSAP Preventive Maint_FY23_24 Renewal_Woolpert (PDF)
- #ao: PO Modification Woolpert SS7604 (PDF)

- #ap: CA_1_SS7271_Easement_Maint_DS Utilities (PDF)
- #aq: PO Modification DS Utilities (PDF)
- #ar: CA_1 SS6911 Root Control_Dukes (PDF)
- #as: PO Modification Dukes Root Control (PDF)
- #at: PO Modification Sonoco (PDF)
- #au: CA_11 Doxim dba Laser Print FY23_24 (PDF)
- #av: PO Modification Doxim dba Laser Print (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: June 20, 2023

Subject: Recommendation for Approval (Columbia Water O&M Extensions/Renewals)
Extension/Renewal Period: July 1, 2023 through June 30, 2024.

The Department of Procurement of Contracts in coordination with Columbia Water respectfully request your review and approval of 24 contracts for a wide variety of services through June 30, 2024.

The funding information for these services have been provided on the attached chart which were vetted and accepted by Columbia Water. The total projected amount for all 24 contracts is approximately: \$10,103,060.38.

To further assist with contract language, the following provides the determination of an extension versus a renewal:

Extension – A contract that is set to expire and circumstances dictate that a contract needs to be extended beyond the contracted expiration date.

Renewal – A contract that has an initial term, but the contract addresses how the parties may mutually agree to continue or renew services past the initial term. The renewal options must be clearly identified in the agreement or contract.

The following is short synopsis for each service within the chart:

- a. Hazen & Sawyer: **Wastewater Collection System Hydraulic Modeling SS7613** – required to evaluate system deficiencies and determine improvements as part of the capacity assurance program require by the Consent Decree. There is an End User anticipated 166.73% increase associated with this contract due to scope of work additions for this fiscal year.
- b. Mead & Hunt: **Metro Wastewater Treatment Plant SS7601** – required for Professional Project Management Services for multiple Metro Wastewater Treatment Plant CIP projects. This contract includes a full year of services over the previous partial year of services. There is a consultant requested 3% hourly rate increase associated with this contract.



We Are Columbia

- c. Michael Baker International: **Project Management SS7592** – required to provide management and consultant oversight including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. This contract includes a full year of services over the previous partial year of services. There is an End User anticipated 3.90% increase associated with this contract.
- d. AECOM: **Project Management SS7594** – required to provide project management and consultant oversight including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. There is an End User anticipated 3.00% increase associated with this contract.
- e. Hazen and Sawyer: **Capacity Assurance Program Technical Support SS7595** – required to provide project management and consultant oversight including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. There is an End User anticipated 108.33% increase associated with this contract due to scope of work additions for this fiscal year.
- f. Superior Lawn & Yard, LLC: **Grounds Maintenance for Columbia CWTP & Remotes** – required to provide ground maintenance services. There is an End User anticipated 58.00% increase associated with this contract due to scope of work additions for this fiscal year.
- g. CITI, INC: **Instrumentation & SCADA System Maintenance** – required to provide instrumentation and system maintenance. There is no increase.
- h. CITI, INC: **Canal and Lake Murray Instrumentation & SCADA System Maintenance** – required to provide instrumentation and system maintenance. There is an End User anticipated 16.14% increase associated with this contract due to scope of work additions for this fiscal year.
- i. Waste Management of SC: **Landfill Services for Disposal of Material**. There is no increase.
- j. Central Carolina Technical College: **Memorandum of Agreement** – required to provide intensive training needed for the registered Apprenticeship Program in various different occupational certification within the Water Treatment and Wastewater Treatment industry with Columbia Water. There is no increase.
- k. Martin Edwards & Associates: **Compost Grinding and Screening Services** – required to provide services to grind and screen compost from the City of Columbia landfill. There is no increase.
- l. Badger Meter, Incorporated: **BEACON AMA Managed Solution** – required to provide monthly meter endpoint services. There is an End User anticipated 5.33% increase associated with this contract due to scope of work additions from system growth.
- m. Roger and Callcott: **Environmental Sample Collection Testing** – National Pollutant Discharge Elimination System (NPDES); Metro Groundwater; Stormwater General Permit/SSOs; Fat, Oils, and Grease Program Testing; and Pretreatment Testing services. There is no increase.



We Are Columbia

- n. Kemp Construction: **Metropolitan Wastewater Treatment Plant (WWTP) and Pump station (PS) Professional Maintenance Support Services** – required to provide base line maintenance needed to maintain operation at the MWWTP and system pump stations. There is an End User anticipated 42.86% increase associated with this contract due to scope of work additions for this fiscal year.
- o. EnviroWaste Services Group Inc.: **Wet Well Cleaning** – required to provide cleaning and maintenance services for the plant’s wet wells for dissolved air flotations, primary influent channels, and sanitary sewer lift stations. There is no increase.
- p. Brown and Caldwell: **Metro WWTP & Compliance Personnel Training** – required to train the staff at Columbia Water’s Metro Wastewater Treatment Plant in Wastewater Compliance. There is no increase.
- q. Woolpert, Inc.: **Wastewater Collection System Flow Monitoring Services SS7617** – required to provide flow monitoring services. There is an End User anticipated 13.15% increase associated with this contract due to scope of work additions for this fiscal year.
- r. Black & Veatch – **Water and Sewer Rate Study** – required to provide a comprehensive cost of rate study for the water and sewer utilities. There is no increase.
- s. AECOM: **CAP Professional Support Services SS7593** – required to provide Capacity Assurance Program professional services. There is no increase.
- t. Woolpert Inc.: **CSAP Preventive Maintenance SS7604** – required to provide Continuing Sewer Assessment Program Preventive Maintenance Assistance. There is no increase.
- u. DS Utilities, Inc.: **Sanitary Sewer Easement Maintenance SS7271** – required to provide transmission and gravity sewer system easement maintenance. There is no increase.
- v. Duke’s Root Control Inc.: **Sanitary Sewer Root Control SS6911** – required to provide gravity sewer system piping. There is no increase.
- w. SONOCO Recycling, LLC: **Processing of Recycling Materials**. There is no increase
- x. Doxim, Inc.: **Utility and parking bills printing, postage and archiving services**. There is no increase.

With your approval, a notice to proceed will be issued with an effective date of July 1, 2023 and shall terminate on June 30, 2024.

If you have questions or concerns, please do not hesitate to contact our office.

Contract Amendment #2

SS7613 Wastewater Collection System Hydraulic Modeling

RFQu010-20-21

Hazen and Sawyer

June 1, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Hazen and Sawyer (Contractor) to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$550,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

Hazen and Sawyer

City of Columbia

Office of the City Manager

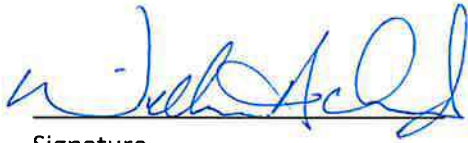
William H. Orwe, Jr.

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/05/2023



Signature

Signature

6/7/2023

Date

Date

Witness

**Contract Amendment #2
Funding for FY23-24**

26.d

SS7601 Metro Wastewater Treatment Plant – Project Management Services

RFQu001-20-21

Mead and Hunt, Inc.

May 30, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Mead and Hunt, Inc. (Engineer) to exercise the second (2nd) of three (3) additional options to renew services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$100,000.00 for metro wastewater treatment plant project management services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Mead and Hunt, Inc.

Print Name

Signature

Date

City of Columbia

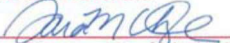
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/31/2023

Contract Amendment #2

SS7592 Project Management Capacity Assurance Program Professional Services

RFQu001-20-21

Michael Baker International

June 1, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Michael Baker International (Engineer) to exercise the second (2nd) of two (2) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$160,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Michael Baker International

City of Columbia

Office of the City Manager

Reneé Tison, Vice President

Print Name

Teresa Wilson, City Manager

Signature

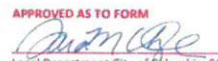
Signature

June 6, 2023

Date

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/06/2023

**Contract Amendment #2
Funding for FY23-24**

SS7594 Project Management Services

RFQu001-20-21

AECOM Technical Services, Inc.

May 30, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$139,050.00 for project management services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

AECOM Technical Services, Inc.

V. Craig Metts, P.E., Associate VP

Print Name



Signature

5/31/2023

Date

City of Columbia

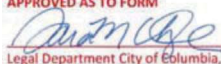
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/31/2023

Contract Amendment #2

SS7595 Capacity Assurance Program Hydraulic Modeling Professional Services

RFQu001-20-21

Hazen and Sawyer

June 1, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Hazen and Sawyer (Engineer) to exercise the second (2nd) of two (2) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$250,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

Hazen and Sawyer

City of Columbia

Office of the City Manager

William H. Orze Jr

Print Name



Signature

6/7/2023

Date

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/05/2023

Grounds Maintenance for Columbia CWTP & Remote Sites

BID005-20-21-LTD

Superior Lawn and Yard Maintenance, LLC

June 6, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Superior Lawn and Yard Maintenance, LLC (Vendor) to exercise the second (2nd) of four (4) additional options to renew ground maintenance services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$165,900.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Superior Lawn and Yard Maintenance, LLC

Print Name

Signature

Date

City of Columbia

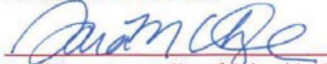
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6/6/2023

Contract Amendment #5

Instrumentation and System Maintenance

BID007-17-18-LAT

CITI, Limited Liability Corporation

May 11, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and CITI, Limited Liability Corporation (Vendor) to exercise the second (2nd) of two (2) one-year period options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$312,725.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

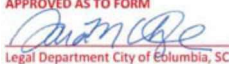
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

CITI, Limited Liability Corporation

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 05/15/2023

 Print Name

 Teresa Wilson, City Manager

 Signature

 Signature

 Date

 Date

 Witness

SCADA/Instrumentation Maintenance for Water Plants

BID002-22-23-ASH

CITI, Limited Liability Corporation

June 6, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and CITI, Limited Liability Corporation (Vendor) to exercise the first (1st) of one (1) one-year period option to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$100,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

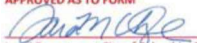
CITI, Limited Liability Corporation

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/07/2023

Signature

Signature

Date

Date

Witness

Contract Amendment #2
Landfill for Waste Disposal Services
BID022-20-21-ASH

Waste Management of SC, Inc.

April 27, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Waste Management of SC, Inc.(Contractor) to exercise the third (3rd) of five (5) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$440,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

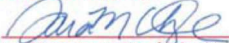
This Change is Acceptable:

Name of Firm

Waste Management of SC, Inc.

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 04/27/2023

Michael j Holbrook/Public Sector Director

 Print Name



 Signature

5/3/2023

 Date

Teresa Wilson, City Manager

 Signature

 Date

 Witness

Memorandum of Agreement

Central Carolina Technical College

June 7, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Central Carolina Technical College (Vendor) to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding through the renewal term for training services in certifications within the Water Treatment and Wastewater Treatment industry for the following departments:

- Funding in the amount of \$41,500.00 for the Metro Water Wastewater Treatment Plant.
- Funding in the amount of \$51,600.00 (Requisition #TBD) for the Water Distribution & Maintenance Division.
- Funding in the amount of \$28,200.00 for the Wastewater Management Division.
- Funding in the amount of \$10,000.00 for the Canal Water Treatment Plant.
- Funding in the amount of \$10,000.00 for the Lake Murray Water Treatment Plant.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

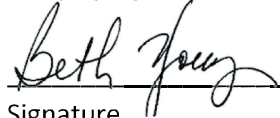
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Central Carolina Technical College

Beth Young

Print Name



Signature

06.16.2023

Date

City of Columbia

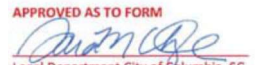
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/07/2023

Contract Amendment #2
Compost Grinding and Screening Services
BID039-20-21-LTD

Martin Edwards & Associates

April 27, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Martin Edwards & Associates (Contractor) to exercise the second (2nd) of two (2) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$160,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 04/27/2023

This Change is Acceptable:

Name of Firm

Martin Edwards & Associates

City of Columbia

Office of the City Manager

Beverly Gurkin Hurley
 Print Name

Teresa Wilson, City Manager

Beverly Gurkin Hurley
 Signature

 Signature

05-26-2023
 Date

 Date

 Witness

Badger Meter BEACON AMA Managed Solution General Agreement

RFP-001-18-19

Badger Meter, Incorporated

May 31, 2023

Description of Change: Request change in Agreement for Managed Solution Services between the City of Columbia (City) and Badger Meter, Incorporated (Vendor) to exercise the second (2nd) of twenty (20) additional annual options to renew services from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$790,000.00 for monthly meter endpoint services through the renewal term, year five (5) of the Agreement.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

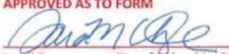
Badger Meter, Incorporated

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/06/2023

Signature

Signature

Date

Date

Witness

Contract Amendment #3

Environmental Sample Collection Testing

RFP015-20-21

Rogers and Callcott Environmental

June 5, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Rogers and Callcott Environmental (Contractor) to exercise the second (2nd) of two (2) additional options to renew services for a one (1) year period from September 1, 2023 to August 31, 2024 and provide funding in the amount of \$176,699.35 for Fiscal Year 2023-2024

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

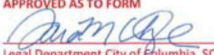
Rogers and Callcott Environmental

City of Columbia

Office of the City Manager

 Print Name

 Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/06/2023

 Signature

 Signature

 Date

 Date

 Witness

Contract Amendment #1

Wet Well Cleaning

BID037-20-21-LTD

EnviroWaste Services Group, Inc.

May 11, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and EnviroWaste Services Group, Inc. (Contractor) to provide funding in the amount of \$275,600.00 for services through July 1, 2023 to June 30, 2024 per the pricing, requirements, and specifications of the Agreement.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

EnviroWaste Services Group, Inc.

City of Columbia

Office of the City Manager

Robert Hagmaier

Print Name

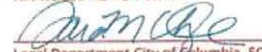


Signature

5/17/23

Date

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 05/17/2023

Teresa Wilson, City Manager

Signature

Date

Witness

Contract Amendment #1

Metro Wastewater Treatment Plant Training

RFQu003-20-21-NMJ

Brown and Caldwell

May 11, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Brown and Caldwell (Consultant) to provide funding in the amount of \$66,000.00 for services through July 1, 2023 to June 30, 2024.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:**Name of Firm**

Brown and Caldwell

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

05/11/2023

James F. Mazzei

Print Name

Teresa Wilson, City Manager


 Signature

Signature5/12/2023

Date

Date_____
Witness

Wastewater Collection System Flow Monitoring Services

RFP-21-22-SJS

Woolpert, Inc.

June 1, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Woolpert, Inc. (Contractor) to exercise the first (1st) of three (3) additional options to renew services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$500,000.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

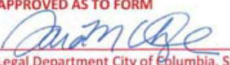
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Woolpert, Inc.

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/06/2023

Teresa Wilson, City Manager_____
Print Name_____
Signature_____
Signature_____
Date_____
Date_____
Witness

Water and Wastewater Rate Study

RFP016-20-21-NMJ

Black & Veatch Management Consulting, LLC

June 6, 2023

Description of Change: Request change in Agreement for Consulting Services between the City of Columbia (City) and Black & Veatch Management Consulting, LLC (Consultant) executed October 20, 2021 (Agreement) to exercise the second (2nd) of three (3) additional options to renew services for a one (1) year period from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$148,989.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

Name of Firm

Black & Veatch Management Consulting, LLC

Print Name

Signature

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/07/2023

**Contract Amendment #2
Funding for FY23-24**

26.al

SS7593 Capacity Assurance Program Professional Support Services

RFQu001-20-21

AECOM

May 30, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) to exercise the one (1) additional option to renew services for a one (1) year period from August 3, 2023 to August 4, 2024 and provide funding in the amount of \$150,000.00 for capacity assurance program professional support services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

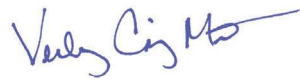
This Change is Acceptable:

Name of Firm

AECOM

V. Craig Metts, P.E., Associate VP

Print Name



Signature

5/31/2023

Date

City of Columbia

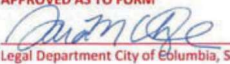
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

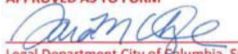
APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/31/2023

Contract Amendment #1
SS7604 CSAP Preventive Maintenance
Bid035-21-22
Woolpert, Inc.
May 1, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Woolpert, Inc. (Contractor) to exercise the first (1st) of three (3) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$785,507.03 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City’s monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/04/2023

This Change is Acceptable:

Name of Firm
Woolpert, Inc.

City of Columbia
Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date Witness

SS7271 Sanitary Sewer Easement Maintenance Annual Contract

Bid038-21-22

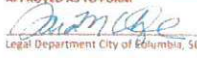
DS Utilities, Inc.

May 1, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and DS Utilities, Inc (Contractor) to exercise the first (1st) of three (3) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$2,367,320.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/04/2023

This Change is Acceptable:

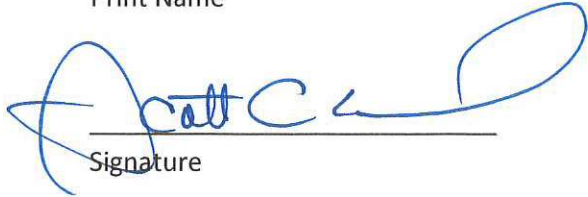
Name of Firm
DS Utilities, Inc.

City of Columbia
Office of the City Manager

SCOTT C. NOLFF

Print Name

Teresa Wilson, City Manager


Signature

Signature

5/15/2023

Date

Date

Witness

Contract Amendment #1**SS6911 Annual Sanitary Sewer Root Control****Bid033-21-22****Duke's Root Control, Inc.****May 1, 2023**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Duke's Root Control, Inc. (Contractor) to exercise the first (1st) of three (3) annual one-year options to renew the Agreement from July 1, 2023 to June 30, 2024 and provide funding in the amount of \$559,470.00 for services through the renewal term.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

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

This Change is Acceptable:

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 05/04/2023

Name of Firm

Duke's Root Control, Inc.

City of Columbia

Office of the City Manager

Richelle Owens

Print Name

Teresa Wilson, City Manager

Richelle Owens

Signature

 Signature

5-14-2023

Date

 Date

 Witness

Contract Amendment #11**Utility and Parking Bills Printing, Posting and Archiving Services****Bid015-15-16****Doxim, Inc. dba Laser Print Plus****June 6, 2023**

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Doxim, Inc. dba Laser Print Plus (Vendor) to provide funding in the amount of \$464,500.00 for services through the agreement term from July 1, 2023 to December 31, 2023.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

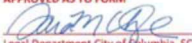
All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Doxim, Inc. dba Laser Print Plus

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 06/07/2023

 Print Name

 Teresa Wilson, City Manager

 Signature

 Signature

 Date

 Date

 Witness



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-061 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 1, Generally, Section 21-33, Definitions and Division 4, Detection and Removal of Illicit Connections and Discharges and Improper Disposal, Section 21-48, Illicit connections, illicit discharges and improper disposal

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Health, Social, and Environmental Affairs Committee Recommendation: 04/25/23; approval (3-0)

First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-061 - Amending Chapter 21, Sec. 21-33 and 21-48 (PDF)
- **#b:** Columbia Water Coal Tar Sealant_042523 (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-061

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 1, Generally, Section 21-33, Definitions and Division 4, Detection and Removal of Illicit Connections and Discharges and Improper Disposal, Section 21-48, Illicit connections, illicit discharges and improper disposal

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article II, Stormwater Quantity and Quality Control, Division 1, Generally, Section 21-31, Findings and purpose and Division 4, Detection and Removal of Illicit Connections and Discharges and Improper Disposal, Section 21-48, Illicit connections, illicit discharges and improper disposal are amended to read as follows:

Sec. 21-33. Definitions.

Definitions contained in South Carolina regulations 61-9.122.2 and 72-301 are incorporated herein by reference unless a term is given a different meaning by the definition of that term in this section. Where the same words are defined in both the aforementioned regulations, but are not the same, the definitions contained in S.C. Regulation 61-9.122.2 shall be used for the purposes of this article. Additional terms, phrases and words shall have the meaning given in this article, except where the context clearly indicates a different meaning. All other words shall have their customary meanings. Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive.

Accidental discharge means a discharge prohibited by this article into the City of Columbia MS4 or a community water, which occurs by chance and without planning or consideration prior to occurrence.

Best management practices means a wide range of management procedures, schedules of activities, prohibitions on practices and other management practices which have been demonstrated to effectively control the quality and/or quantity of stormwater runoff and which are compatible with the planned land use (S.C. Regulation 72-301(5)).

City means the City of Columbia, South Carolina.

City council means the city council of the City of Columbia, South Carolina.

City of Columbia MS4 is the municipal separate storm sewer system, as defined by S.C. Regulation 61-9.122.26(b), which is owned and operated by the city.

Clean Water Act means the Federal Water Pollution Control Act, as amended, codified at 33 U.S.C § 1251 et seq.

Develop land means to change the runoff characteristics of a parcel of land in conjunction with residential, commercial, industrial, or institutional construction or alteration (S.C. Regulation 72-301(12)).

Development means any of the following actions undertaken by any person, including, without limitation, any public or private individual or entity:

- (1) The construction, installation, or alteration of a structure, impervious surface or drainage facility;
- (2) Clearing, scraping, grubbing or otherwise significantly disturbing the soil, vegetation, mud, sand or rock of a site; or
- (3) Adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, or otherwise disturbing the soil, vegetation, mud, sand or rock of a site.

Director means the City of Columbia Director of Utilities and Engineering or any duly authorized representative of the director.

Discharge means any discharge or discharge of any sewage, industrial wastes or other wastes into any of the waters of the State, whether treated or not (S.C. Regulation 61-9.122.2).

Entitled property means any property that, from January 1, 2006 to the adoption of this article, has been subject to either permitted development activity or a valid governmental approval. If a permitted development activity or valid governmental approval has occurred with respect to any tract and such tract was subsequently subdivided, or in the future is subdivided, by an approved subdivision plat, then all subdivided parcels that were part of the original tract shall be considered entitled property.

High Polycyclic Aromatic Hydrocarbons (PAH) pavement product means a product, material or substance that contains greater than 0.1% (1,000 ppm) PAH by weight and is intended for use on an asphalt or concrete surface, including but not limited to, a driveway, playground, parking area, sidewalk, pathway, or roadway. High PAH pavement product may contain coal tar, coal tar pitch volatiles, RT-12, refined tar, steam-cracked petroleum residues, heavy pyrolysis oil, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, ethylene cracker residue, or a variation of those substances assigned the chemical abstracts service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, 8007-45-2, 64742-90-1, or 69013-21-4.

Illicit connection means any man-made conveyance connecting a non-stormwater discharge directly to the City of Columbia MS4 which results in a discharge that is not composed entirely of stormwater runoff except discharges to the City of Columbia MS4 pursuant to an NPDES permit (other than the NPDES permit for the City of Columbia MS4).

Illicit discharge means any discharge to the City of Columbia MS4 or receiving waters that is not composed entirely of stormwater except (a) discharges pursuant to an NPDES permit (other than the NPDES for the City of Columbia) and (b) other discharges listed subsection 21-48(d) of this article.

Improper disposal means any discharge other than through an illicit connection that results in an illicit discharge, including, but not limited to, the disposal of used oil and toxic materials or other hazardous liquids or substances resulting from the improper management of these materials.

Last revised: 5/10/2023

LEGAL DEPARTMENT DRAFT

Industrial activity means activity associated with an industrial facility subject to an NPDES permitting requirements for stormwater discharge associated with industrial activity as defined in S.C. Regulation 61-9.122.26(b)(14) or any other industrial facility which the stormwater division determines has a potential to contribute substantial pollutant loadings to the City of Columbia MS4.

Land disturbance permit means written approval issued by the city pursuant to Section 21-43 of this article, authorizing land-disturbing activities in accordance with a SWPPP approved by the director.

Land disturbing activities means any use of the land by any person that results in a change in the natural cover or topography that may cause erosion and contribute to sediment and alter the quality and quantity of stormwater runoff. (S.C. Code Ann. § 48-14-20(8)).

Maintenance means any action necessary to preserve stormwater controls in proper working condition, in order to serve the intended purposes set forth in this article and to prevent structural failure of such structures or controls.

NPDES program means the National Pollutant Discharge Elimination System program as defined in S.C. Regulation 61-9.122.2.

NPDES MS4 permit means the NPDES permit for stormwater discharges issued to the City of Columbia pursuant to the Clean Water Act and the state stormwater discharge regulations (S.C. Regulation 61-9.122.26).

Permitted development activity means the property owner has commenced construction of a building or of any portion of a potable water distribution or transportation system, a sanitary sewer distribution or transportation system, a storm drainage system or a public road; or the property owner has commenced grading or other land disturbance activities in conformance with valid permits issued by the City of Columbia.

Person means any individual, public or private corporation, political subdivision, association, partnership, corporation, municipality, State or Federal agency, industry, co-partnership, firm, trust, estate, any other legal entity whatsoever, or an agent or employee thereof. (S.C. Regulation 61-9.122.2).

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water. Pollutant does not mean: (i) Sewage from vessels; or (ii) Water, gas, or other material which is injected into a well to facilitate production of oil or gas, or water derived in association with oil and gas production and disposed of in a well, if the well used either to facilitate production or for disposal purposes is approved by authority of the State in which the well is located, and if the State determines that the injection or disposal will not result in the degradation of ground or surface water resources. (S.C. Regulation 61-9.122.2).

Receiving waters means the waters into which the City of Columbia MS4 discharges and which are located within the jurisdictional boundaries of the City of Columbia and include, without limitation, the lakes, rivers, streams, ponds, wetlands, and groundwater of the City of Columbia.

Last revised: 5/10/2023

Runoff means direct response of a watershed to precipitation and includes the surface and subsurface runoff that enters a ditch, stream, storm sewer, or other concentrated flow during and following the precipitation. (S.C. Code Ann. § 48-14-20(13)).

Stormwater division means the City of Columbia Stormwater Management staff.

Stormwater means stormwater runoff, snow melt runoff and surface runoff and drainage (S.C. Regulation 61-9.122.26(b) (13)).

Stormwater management means for: (a) quantitative control, a system of vegetative or structural measures, or both, that control the increased volume and rate of stormwater runoff caused by manmade changes to the land; (b) qualitative control, a system of vegetative, structural, or other measures that reduce or eliminate pollutants that might otherwise be carried by stormwater runoff (S.C. Code Ann. § 58-14-30(11)).

Stormwater management systems and facilities means those natural and man-made channels, swales, ditches, swamps, rivers, streams, creeks, branches, reservoirs, ponds, drainage ways, inlets, catch basins, pipes, head walls, storm sewers, lakes, and other physical works, properties, and improvements which transfer, control, convey or otherwise influence the movement of stormwater runoff.

Stormwater Best Management Practices (BMP) Design Manual means the most recent compilation of design, performance and review criteria for stormwater management practices developed by the director pursuant to section 21-42 of this article.

SWMP means the stormwater management program as required pursuant to the NPDES MS4 permit.

Stormwater pollution prevention plan or *SWPPP* means a set of drawings and other documents which describe the best management practices and activities to be implemented by a person or business to eliminate or reduce stormwater discharges to the maximum extent possible. The SWPPP shall include all of the information and specifications required by S.C. Regulation 72-300 et seq., the current Stormwater BMP Design Manual developed pursuant to section 21-42 of this article, and any applicable state general permit.

Surface water means all water, which is open to the atmosphere and subject to surface runoff which includes lakes, streams, ponds, and reservoirs. (S.C. Code Ann. § 49-4-20(10)).

Unavoidable discharge means an emergency discharge required to prevent imminent threat to human health or prevent severe property damage for which reasonable and prudent measures are taken to minimize the impact of the discharge.

Valid government approval means the issuance of a permit by City of Columbia to commence a permitted development activity; or approval by the City of Columbia of subdivision of the property, of planned development district zoning for the property, or of a sketch plan for development of the property.

Variance means the modification of the minimum stormwater management requirements contained in this article or the SWMP for specific circumstances where strict adherence of the requirements would result in unnecessary hardship and would not fulfill the intent of this article.

Last revised: 5/10/2023

LEGAL DEPARTMENT DRAFT

Watercourse means a stream or other body of water, either natural or man-made, with a permanent or intermittent flow.

Water quality means those characteristics of stormwater runoff that relate to the physical, chemical, biological or radiological integrity of water.

Water quality buffer means an area of original or re-established vegetation that borders streams, rivers, ponds, lakes, wetlands and seeps in which no vegetation shall be disturbed, removed, or replanted unless a buffer restoration plan has been approved by the stormwater division.

Water quantity means those characteristics of stormwater runoff that relate to the rate and volume of the stormwater runoff.

Waters of the state means lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State, and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the state or within its jurisdiction. (S.C. Regulation 61-9.122.2).

Waters of the United States means "Waters of the United States" or "waters of the U.S." as defined at S.C. Regulation 61-9.122.2.

(Ord. No. 2011-095, 12-20-11)

Sec. 21-48. Illicit connections, illicit discharges and improper disposal.

(a) It shall be unlawful for any person to connect any pipe, open channel or any other conveyance system that discharges anything except stormwater or unpolluted water, which is approved by the stormwater division, into receiving waters.

(b) It shall be unlawful for any person to continue the operation of any such illicit connection regardless of whether the connection was permissible when constructed. Improper connections in violation of this article must be disconnected and redirected, if necessary, to the satisfaction of the stormwater division and any other federal, state or local agencies or departments regulating the discharge.

(c) It shall be unlawful for any person to throw, drain, run or otherwise discharge to any component of the City of Columbia MS4 or to the waters of the state or to cause, permit or allow to be thrown, drained, run or allow to seep or otherwise discharge into such system or receiving water all matter of any nature excepting only such storm or surface water as herein authorized.

(d) It shall be unlawful for any person to use, or permit to be used, a high polycyclic aromatic hydrocarbons (PAH) pavement product within the City of Columbia.

(ed) The following discharges are exempt from the provisions in (a), (b) and (c) above unless the stormwater division determines such discharge to be a significant source of pollution:

Last revised: 5/10/2023

LEGAL DEPARTMENT DRAFT

- (1) Unpolluted industrial cooling water, but only under the authorization and direction of the stormwater division and appropriate NPDES permit.
 - (2) Water line flushing performed or required by a government agency, diverted stream flows, rising ground waters, unpolluted pumped ground waters, and unpolluted ground water infiltration.
 - (3) Discharges from portable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual car washing, residential pool backwashing, flows from riparian habitats and wetlands, and street wash water.
 - (4) Discharges or flows from fire fighting.
 - (5) Other unpolluted water.
- (f) In the event of an accidental discharge or an unavoidable discharge to the City of Columbia MS4 of any pollutant, the person who caused the unanticipated discharge or the owner of the property on which the discharge originated shall inform the stormwater division as soon as possible, but not to exceed 24 hours, of the nature, quantity and time of occurrence of the discharge. The person who caused the accidental discharge and the owner of the property on which the discharge originated shall take immediate steps to contain the discharge, properly dispose of the contained material, and take such other actions as necessary to minimize the effects of the discharge on the MS4 and receiving waters. The person who caused the accidental discharge and the owner of the property on which the discharge originated shall also take immediate steps to prevent a recurrence of the discharge.

Requested by:

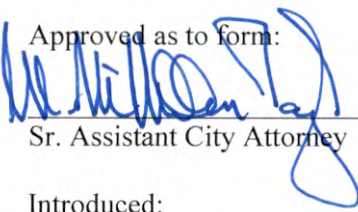
Utilities and Engineering _____

Mayor

Approved by:

City Manager

Approved as to form:



Sr. Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 5/10/2023



Coal Tar Sealants

Health, Social and Environmental Affairs Committee

April 25, 2023



What are Coal Tar Sealants

- **Pavement life extension**
 - Driveways
 - Parking lots
 - Roadways
- **PAH (Polycyclic Aromatic Hydrocarbons)**
 - Greater than 0.1% (1000 ppm) by weight
- **Dangers to health and environment**
 - Skin irritations
 - Birth defects
 - Cancer
 - Death
 - Toxic to aquatic animals



Alternative Sealants

Less than 0.1% PAHs by weight

ASPHALT-BASED SEALCOATS

SOURCE OF HYDROCARBONS: CAS# 8052-42-4

MANUFACTURER	BRAND NAME
DALTON ENTERPRISES	LATEXITE AIRPORT GRADE
DEWITTS	518-D'MAX DRIVESHIELD
GARDNER GIBSON	BLACKJACK NEWBLACK 300
GARDNER GIBSON	BLACKJACK DRIVEMAXX 700
GARDNER GIBSON	BLACKJACK DRIVEMAXX 1000
GEMSEAL	GUARDIAN PM
GUARDTOP	NEYRA GUARDTOP
NEYRA INDUSTRIES	NEYRA AE
JETCOAT	E-Z STIR DRIVEWAY FILLER & SEALER
NEYRA INDUSTRIES	PAVESHIELD
SEALMASTER	LIQUID ROAD
SEALMASTER	MASTERSEAL
SEALMASTER	POLYMER MODIFIED MASTERSEAL (PMM)
STAR, INC	MICRO-PAVE

ASPHALT REJUVENATORS

SOURCE OF HYDROCARBONS: CAS# 64742-52-5, 64742-11-6

MANUFACTURER	BRAND NAME
TRICOR REFINING	RECLAMITE

Affected Columbia Businesses

- **Ecoshield**
- **Sealmaster**
- **Staff have reached out to companies to review upcoming proposal**
- **Request changes effective January 1, 2024**



Updates to Ordinance

- **Add Definition to Section 21-33**

- *High Polycyclic Aromatic Hydrocarbons (PAH) pavement product* means a product, material or substance that contains greater than 0.1% (1,000 ppm) PAH by weight and is intended for use on an asphalt or concrete surface. High PAH pavement product may contain coal tar, coal tar pitch volatiles, RT-12, refined tar, steam-cracked petroleum residues, heavy pyrolysis oil, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, ethylene cracker residue, or a variation of those substances assigned the chemical abstracts service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, 8007-45-2, 64742-90-1, or 69013-21-4.

- **Revise Section 21-48**

- It **shall be unlawful** for any person to use, or permit to be used, a high polycyclic aromatic hydrocarbons (PAH) pavement product within the City of Columbia.



Questions?

Health, Social and Environmental Affairs Committee

April 25, 2023





We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-065 - Granting an encroachment to Gadsden & Greene, LLC, for the use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, Richland County TMS# 08915-12-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** 2023-065 - Gadsden and greene Encroachment (PDF)
- **#b:** Gadsden Greene Encroachment Case Summary (PDF)

HISTORY:

06/06/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-065

Granting an encroachment to Gadsden & Greene, LLC, for the use of the right of way areas of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, Richland County TMS# 08915-12-01

WHEREAS, Gadsden & Greene, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand seventy five (1,075') feet in length, landscaping, irrigation, ten (10) on-street parking spaces measuring eight (8') feet in width twenty (20') feet in length, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 700 block of Devine Street, the 700 block of Gadsden Street and the 700 block of Greene Street adjacent to 737 Gadsden Street, Richland County TMS# 08915-12-01, for the installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand seventy five (1,075') feet in length, landscaping, irrigation, ten (10) on-street parking spaces measuring eight (8') feet in width twenty (20') feet in length, a bus pull-out lane, bike racks and benches as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

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

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

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

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

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

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

3. Grantee is responsible for maintaining landscaping and improvements.

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

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

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

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

8. All site furnishings shall match Innovista standards including colors, with RAL7040 for powder-coated light poles and silver finish for Landscape Forms collection furnishings. Crosswalks shall match City standard ladder-style.

9. The ten (10) parking spaces located in the public right-of-way of Devine Street and Gadsden Street are not solely for the proposed development located at 737 Gadsden Street, TMS #08915-12-01.

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

Requested by:

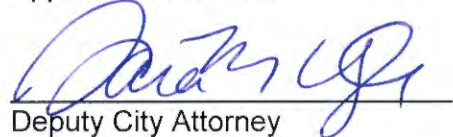
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-065**



**700 BLOCK OF DEVINE STREET, 700 BLOCK OF GADSDEN STREET, 700 BLOCK
OF GREENE STREET
ADJACENT TO 737 GADSDEN STREET
SIDEWALKS, LANDSCAPING, IRRIGATION, ON-STREET PARKING SPACES, BUS
PULL-OUT LANE, BIKE RACKS AND BENCHES**

Subject Property:	Right-of-way adjacent to 737 Gadsden Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping, irrigation, on-street parking spaces, a bus pull-out lane, bike racks and benches.
Applicant:	Holder Properties, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately six (6') feet in width one thousand seventy five (1,075') feet in length, landscaping, irrigation, ten (10) on-street parking spaces measuring eight (8') feet in width twenty (20') twenty feet in length, a bus pull-out lane, bike racks and benches adjacent to 737 Gadsden Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. All site furnishings shall match Innovista standards including colors, with RAL7040 for powder-coated light poles and silver finish for Landscape Forms collection furnishings. Crosswalks shall match City standard ladder-style. 9. The ten (10) parking spaces located in the public right-of-way of Devine Street and Gadsden Street are not solely for the proposed development located at 737 Gadsden Street, TMS #08915-12-01.
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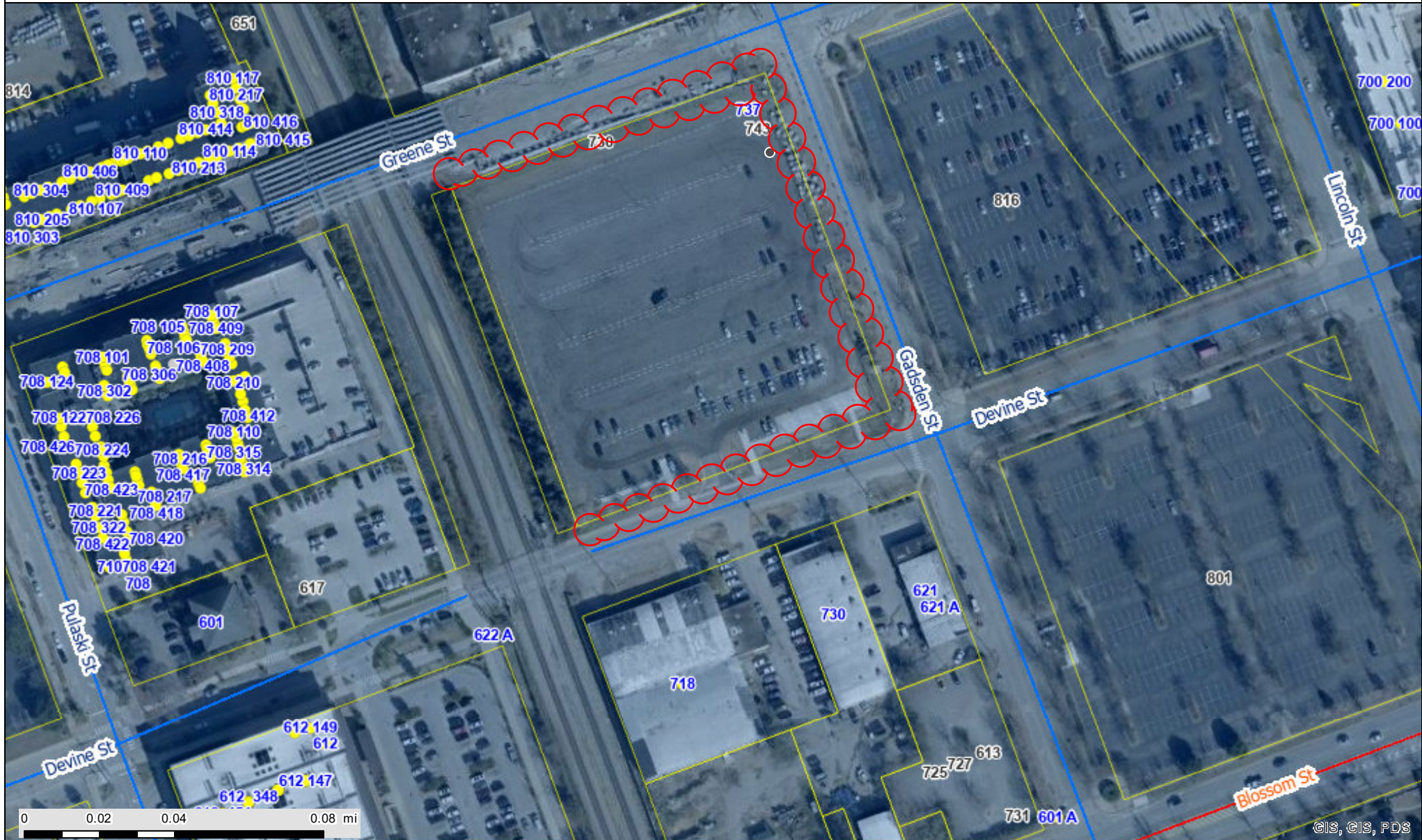
City of Columbia

City of Columbia GIS

28.b



Thursday, May 11, 2023



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 402

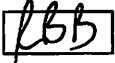
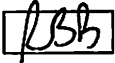
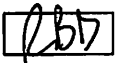
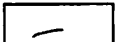
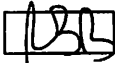
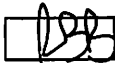


Permanent Encroachment

Application and Checklist

Checklist for All Applications

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

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		
A completed and signed Application Form		
Letters of Agency for all applications where the applicant is not the owner of the subject property		
Pictures or specification sheet of the items to permanently encroach the Right-of-way		
Existing Site Plan Please see page 4 below for required content.		
Proposed Site Plan Please see page 4 below for required content.		

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Jeff Schaus	
Company (if applicable) Holder Properties, Inc.	
Address (street, city, state, zip) 3300 Cumberland Blvd. Atlanta, GA 30339	
Phone 770-988-3118	Email jschaus@holderproperties.com

2. Property Information

Address 737 Gadsden Street	
Tax Map Reference Number(s) R08915-12-01	
Current use Gravel Surface Parking Lot	Proposed use Private Dormitory with Retail

3. Property Ownership

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

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



Permanent Encroachment

Application and Checklist

4. Project Description

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

The project is a private dormitory (940 beds) with raised interior courtyard/outdoor pool; retail space on ground floor; ground parking/parking garage; and bus pull-off area.

- Sidewalks
- Pavers
- Bike Racks
- Benches
- Light Poles
- Bus Pull-off
- Access Drives
- Storm Drainage (Drop Inlets/Pipe)
- Sewer lines/manholes/grease interceptor
- Remote fire department connections/lines
- Water service
- Landscaping
- Landscape irrigation system
- Segmental retaining wall

For staff use only

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

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

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

Proposed Site Plan

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

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

6. Acknowledgement

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

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

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

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

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

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

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

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

7. Signature

Signature of Applicant	
<i>Jeff Schaus</i>	
Print Name	Date
Jeff Schaus	4/13/23

GENERAL NOTES

- 1) THE PROJECT SITE IS IDENTIFIED AS RICHLAND COUNTY TAX PARCEL R08915-12-01.
- 2) THE ADDRESS OF THE PROJECT IS 737 GADSDEN STREET. IS IN THE CITY OF COLUMBIA AND IS ZONED MC.
- 3) BY GRAPHIC PLOTTING, THIS PROPERTY IS LOCATED IN ZONE X AS DEPICTED ON FLOOD INSURANCE RATE MAP 45079C0356L, DATED 12/21/2017.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- 5) ALL DIMENSIONS REFERENCED TO THE CURB INCLUDING RADII ARE TO THE FACE OF CURB (PARKING LOT SIDE).

REFERENCES

- 1) SITE SURVEY PREPARED BY DAVIS & FLOYD, INC., DATED 4/20/2022.

DEVELOPER'S INFORMATION

DEVELOPER: HOLDER PROPERTIES, INC.
CONTACT: JEFF SCHAUSS
3300 CUMBERLAND BOULEVARD
ATLANTA, GA 30339
P: 770-988-3118
E: JSCHAUS@HOLDERPROPERTIES.COM

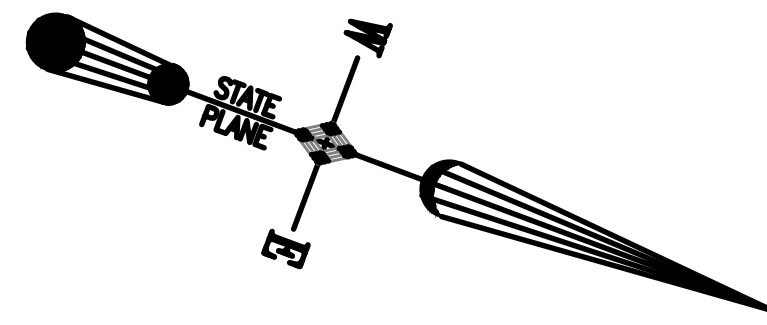
ENGINEER'S INFORMATION

SSOE
CONTACT: KEVIN EUBANKS, PE
1501 MAIN STREET
COLUMBIA, SC 29201
P: 803-765-0320
F: 803-254-6209
E: KEUBANKS@SSOE.COM

SANITARY SEWER NOTES

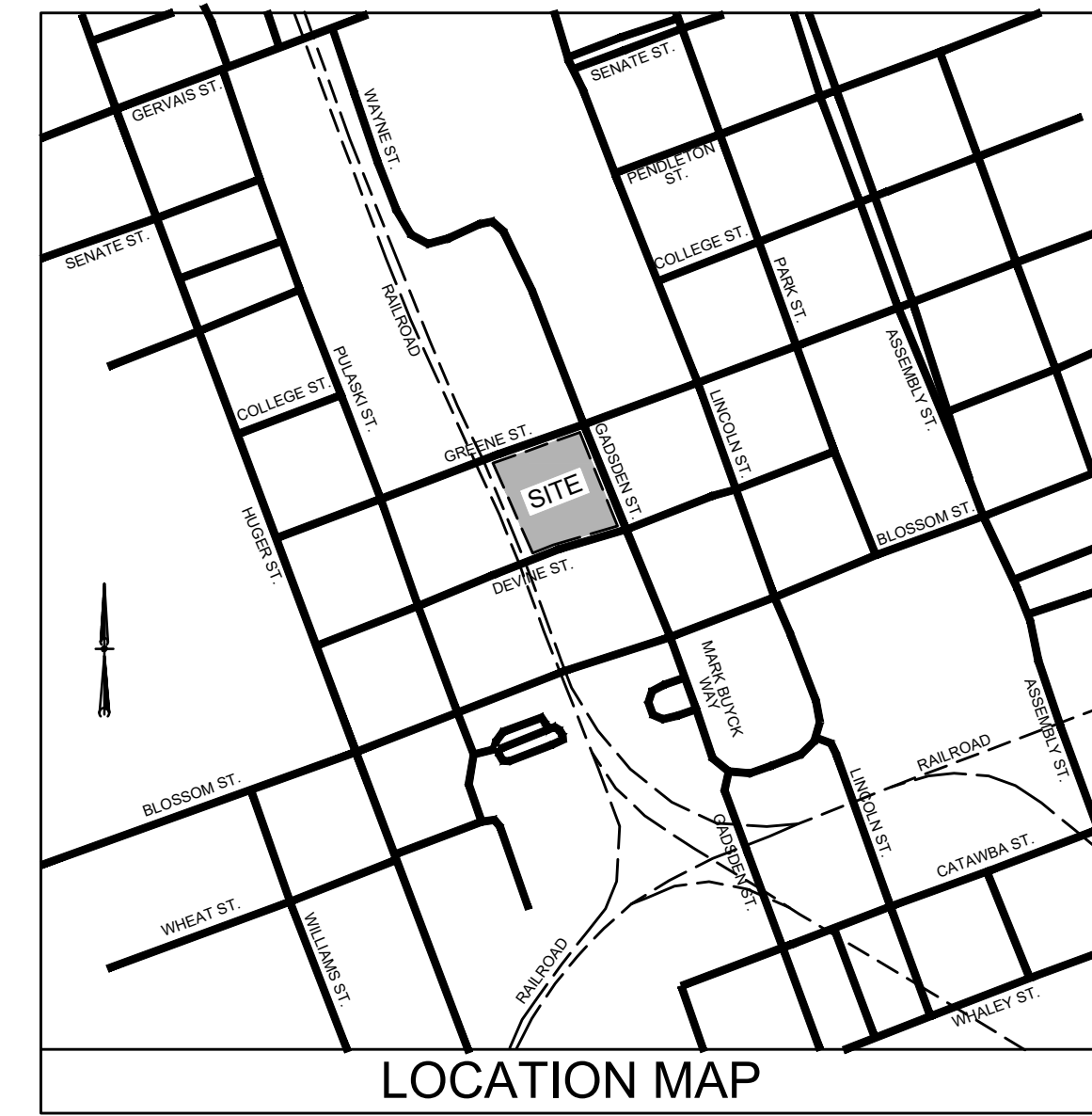
- 1) ALL MATERIALS AND INSTALLATION SHALL MEET REQUIREMENTS OF CITY OF COLUMBIA & SCDHEC.
- 2) CONTRACTOR IS RESPONSIBLE FOR FURNISHING AUTOCAD FILE WITH SURVEYED AS-BUILT INFORMATION TO ENGINEER ON SEWER LINE & APPURTENANCES.
- 3) CONTRACTOR SHALL NOTIFY CITY ENGINEERING 48 HOURS PRIOR TO STARTING WORK.
- 4) SEWER CONTRACTOR SHALL BE LISTED ON THE CITY'S APPROVED CONTRACTOR LIST.
- 5) ALL ELEVATIONS SHOWN ARE BASED UPON NAVD 88 DATUM.
- 6) PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, & STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
- 7) OTHER UTILITY CROSSINGS MAY EXIST THAT NOT SHOWN ON THIS PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION & TO COORDINATE WITH INSTALLATION OF ALL NEW UTILITIES.
- 8) ALL NEW SEWER LINES SHALL BE SDR 35 PVC PIPE OR D.I. AS INDICATED & SHALL BE INSTALLED WITH MINIMUM 3' OF COVER.
- 9) JOINTS SHALL BE INTEGRAL BELL & SPIGOT WITH RUBBER GASKETS FORMED INTEGRAL TO BELLS.
- 10) NEW SERVICE LINES SHALL BE INSTALLED AT MINIMUM 1.0% SLOPE.
- 11) THE CONTRACTOR SHALL FURNISH & INSTALL ALL FITTINGS, BENDS, ETC. AS REQUIRED TO FACILITATE THE GRAVITY SEWER SYSTEM CONSTRUCTION. FITTINGS SHALL BE OF SAME MATERIAL & PRESSURE CLASS AS PIPE.
- 12) THE CONTRACTOR IS REQUIRED TO AIR TEST ALL SANITARY SEWER LINES ACCORDING TO SCDHEC REGULATIONS. CONTRACTOR SHALL ALSO FLUSH & CAMERA ALL SEWER LINES/MANHOLES.

0 30 60 90 120
GRAPHIC SCALE IN FEET



TOPOGRAPHIC LEGEND

- 191 --- EXISTING CONTOUR
--- 190 --- PROPOSED MINOR CONTOUR
--- 191 --- PROPOSED MAJOR CONTOUR



1501 MAIN STREET, SUITE 730
COLUMBIA, SC 29201
P 803.765.0320 F 803.254.6209

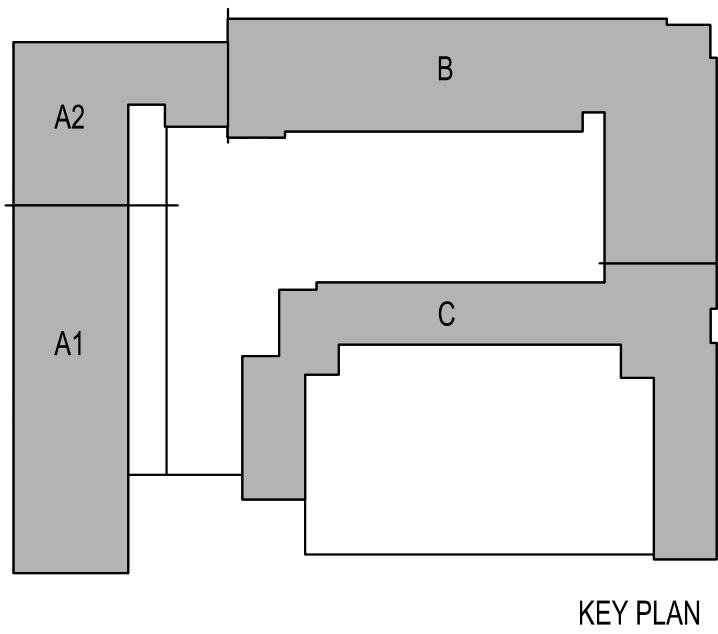
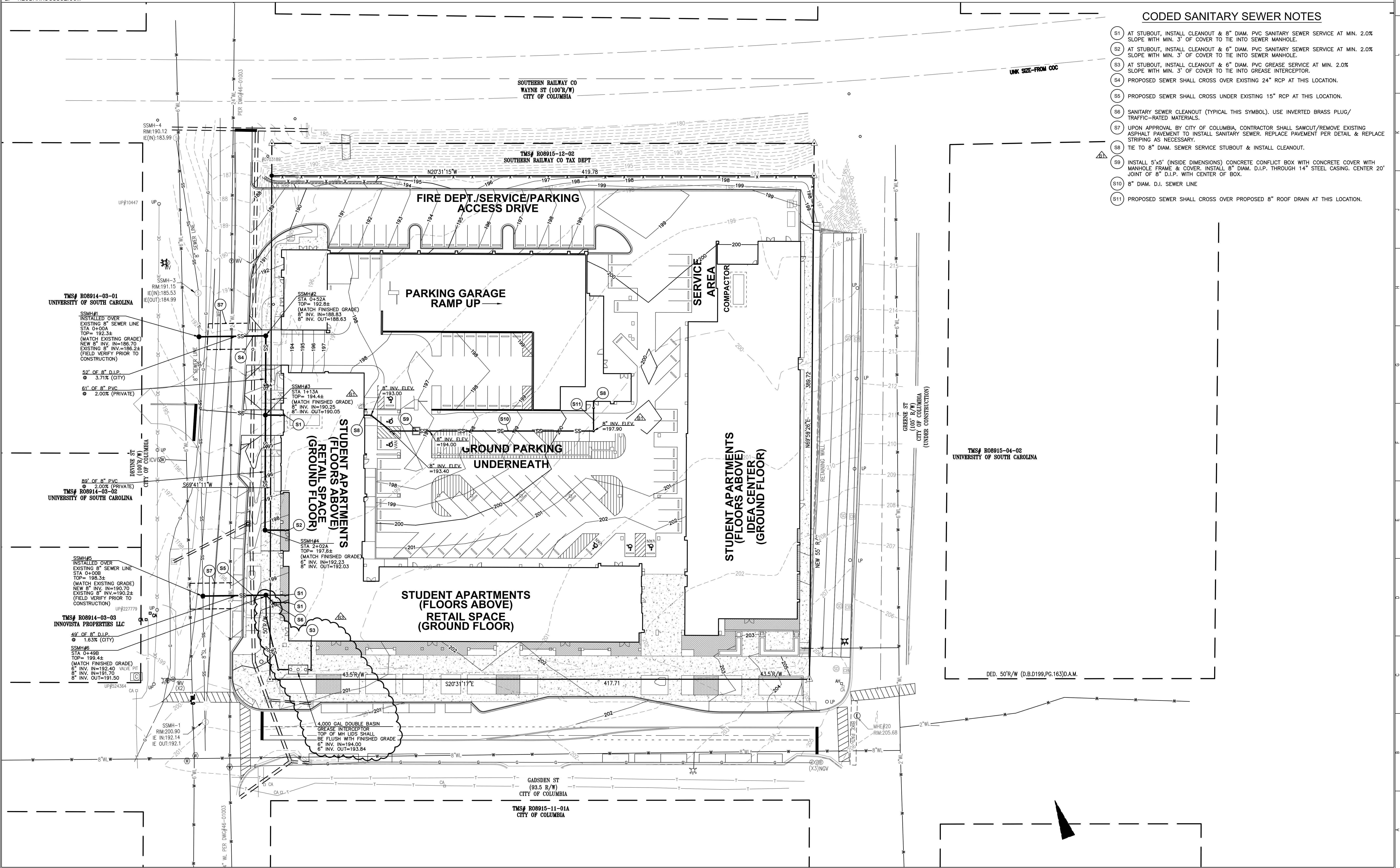


CODED SANITARY SEWER NOTES

- S1 AT STUBOUT, INSTALL CLEANOUT & 8" DIAM. PVC SANITARY SEWER SERVICE AT MIN. 2.0% SLOPE WITH MIN. 3' OF COVER TO TIE INTO SEWER MANHOLE.
- S2 AT STUBOUT, INSTALL CLEANOUT & 6" DIAM. PVC SANITARY SEWER SERVICE AT MIN. 2.0% SLOPE WITH MIN. 3' OF COVER TO TIE INTO SEWER MANHOLE.
- S3 AT STUBOUT, INSTALL CLEANOUT & 6" DIAM. PVC GREASE SERVICE AT MIN. 2.0% SLOPE WITH MIN. 3' OF COVER TO TIE INTO GREASE INTERCEPTOR.
- S4 PROPOSED SEWER SHALL CROSS OVER EXISTING 24" RCP AT THIS LOCATION.
- S5 PROPOSED SEWER SHALL CROSS UNDER EXISTING 15" RCP AT THIS LOCATION.
- S6 SANITARY SEWER CLEANOUT (TYPICAL THIS SYMBOL). USE INVERTED BRASS PLUG/ TRAFFIC-RATED MATERIALS.
- S7 UPON APPROVAL BY CITY OF COLUMBIA, CONTRACTOR SHALL SAWCUT/REMOVE EXISTING ASPHALT PAVEMENT TO INSTALL SANITARY SEWER. REPLACE PAVEMENT PER DETAIL & REPLACE STRIPING AS NECESSARY.
- S8 TIE TO 8" DIAM. SEWER SERVICE STUBOUT & INSTALL CLEANOUT.
- S9 INSTALL 5'x5' (INSIDE DIMENSIONS) CONCRETE CONFLICT BOX WITH CONCRETE COVER WITH MANHOLE FRAME & COVER. INSTALL 8" DIAM. D.I.P. THROUGH 14" STEEL CASING. CENTER 20' JOINT OF 8" D.I.P. WITH CENTER OF BOX.
- S10 8" DIAM. D.I. SEWER LINE
- S11 PROPOSED SEWER SHALL CROSS OVER PROPOSED 8" ROOF DRAIN AT THIS LOCATION.

ISSUANCES

No.	Drawing Issue Description	Date
80%	SCHEMATIC DESIGN PACKAGE	07/25/2022
85%	DESIGN DEVELOPMENT	11/04/2022
85%	DESIGN DEVELOPMENT	12/08/2022
90%	CONSTRUCTION DOCUMENT	3/13/2023
4A	BULLETIN 01 - EARLY CIVIL CD	3/13/2023
4A	BULLETIN 03	5/02/2023



GADSDEN + GREENE APARTMENTS

737 GADSDEN ST
COLUMBIA, SC 29201

HOLDER PROPERTIES

SANITARY SEWER PLAN

KEITH BRANHAM	20220088
Principal/Change	Project No.
KEVIN EUBANKS	03/31/2023
Project Manager	Date
KEVIN EUBANKS	
Project Engineer	
TODD GAYLE	
Staff Engineer	

C7.00



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 335 S. Pickens Street,
#TMS 11305-11-09

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-051 - Amending the Official Zoning Map to modify the zoning for 335 S. Pickens Street, Richland County TMS# 11305-11-09

Council District: 3

Proposal: Request recommendation to rezone the property from Neighborhood Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A), to Residential Mixed (RM-2), removing the Airport Safety Overlay District

Applicant: Andrew Lucas, Lucas Properties

Staff Recommendation: Approval

PC Recommendation: 04/13/2023; Approval (5-0)

The public hearing was held on May 16, 2023 and first reading was deferred. First reading approval was given on June 6, 2023.

ATTACHMENTS:

- **#a:** ZMA-2023-0004_S_Pickens_ZPH (PDF)
- **#b:** 2023-051 - Zoning Map Amendment to Rezone 335 S. Pickens Street (PDF)
- **#c:** Zoning Map (PDF)

HISTORY:

05/16/23

Columbia City Council

DEFER CONSIDERATION

Ms. Pat Gilmartin

Mr. Lynn Shirley

Mr. Pete Holland

Ms. Kathryn Luchok

Ms. Holland Hufstetler

Mr. Michael Howard

06/06/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

May 16, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 335 S. Pickens St., TMS# 11305-11-09

Council District:	3
Proposal:	Request recommendation to rezone the property from Neighborhood Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A), to Residential Mixed (RM-2), removing the Airport Safety Overlay District
Applicant:	Andrew Lucas, Lucas Properties
Staff Recommendation:	Approval
PC Recommendation:	04/13/2023; Approval (5-0)
ZPH, 1st Reading:	05/16/2023; Pending
2nd Reading:	06/06/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .39 acre
Current Use: Duplex and Single unit commercial
Proposed Use: duplex and triplex residential
Land Use Classification: Neighborhood Activity Corridor (AC-1)
Current Zoning: Neighborhood Center/Corridor (NAC), with Airport Safety Overlay (OV-A)
Proposed Zoning: Residential Mixed (RM-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Neighborhood Activity Corridor (AC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are generally built on frontage lots along minor arterial or collector roadways but may also be found along principal arterials. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk and typically consist of a limited collection of commercial and service uses.

Primary Types

- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

Secondary Types

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of Neighborhood Center/Corridor District (NAC) and is within the Airport Safety Overlay District. Abutting properties in the City of Columbia have base zoning of Neighborhood Activity Center/Corridor District (NAC) to the east and west, and Residential Mixed District (RM-2) to the south, and Residential Single Family-Small Lot District (RSF-3) to the north.

The proposed zoning district is Residential Mixed (RM-2).

Neighborhood Activity Center/Corridor District (NAC)

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking. Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses.

Airport Safety Overlay District (OV-A)

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

Residential Mixed (RM-2)

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate density mixed residential development that allows single-family, two-family, townhouse, and medium scale multi-family dwellings. The street network is gridded and buildings are located close to, and oriented toward, the street.

STAFF RECOMMENDATION

The proposed rezoning request would be considered a downzoning, since the zoning classification would be going from a district that allows commercial uses to a district that allows only residential uses. The parcel is currently mixed residential and commercial, and the proposed use is residential only. Staff recommends approval of the request to rezone to RM-2. In addition, staff recommends approval of the request to remove the OV-A overlay, since the South Carolina Aeronautics Commission (SCAC) found that the proposed land use change is compatible with their requirements. The SCAC conditioned their approval with a requirement that the developer must include a fair disclosure statement notifying future residents that the structure is located within an airport approach zone. This will be made a condition of the zoning/building permit.



Future Land Use

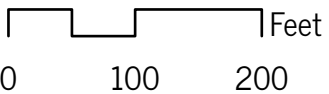
335 S. Pickens St., TMS# 11305-11-09

Future Land Use: Neighborhood Activity Corridor (AC-1)

29.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

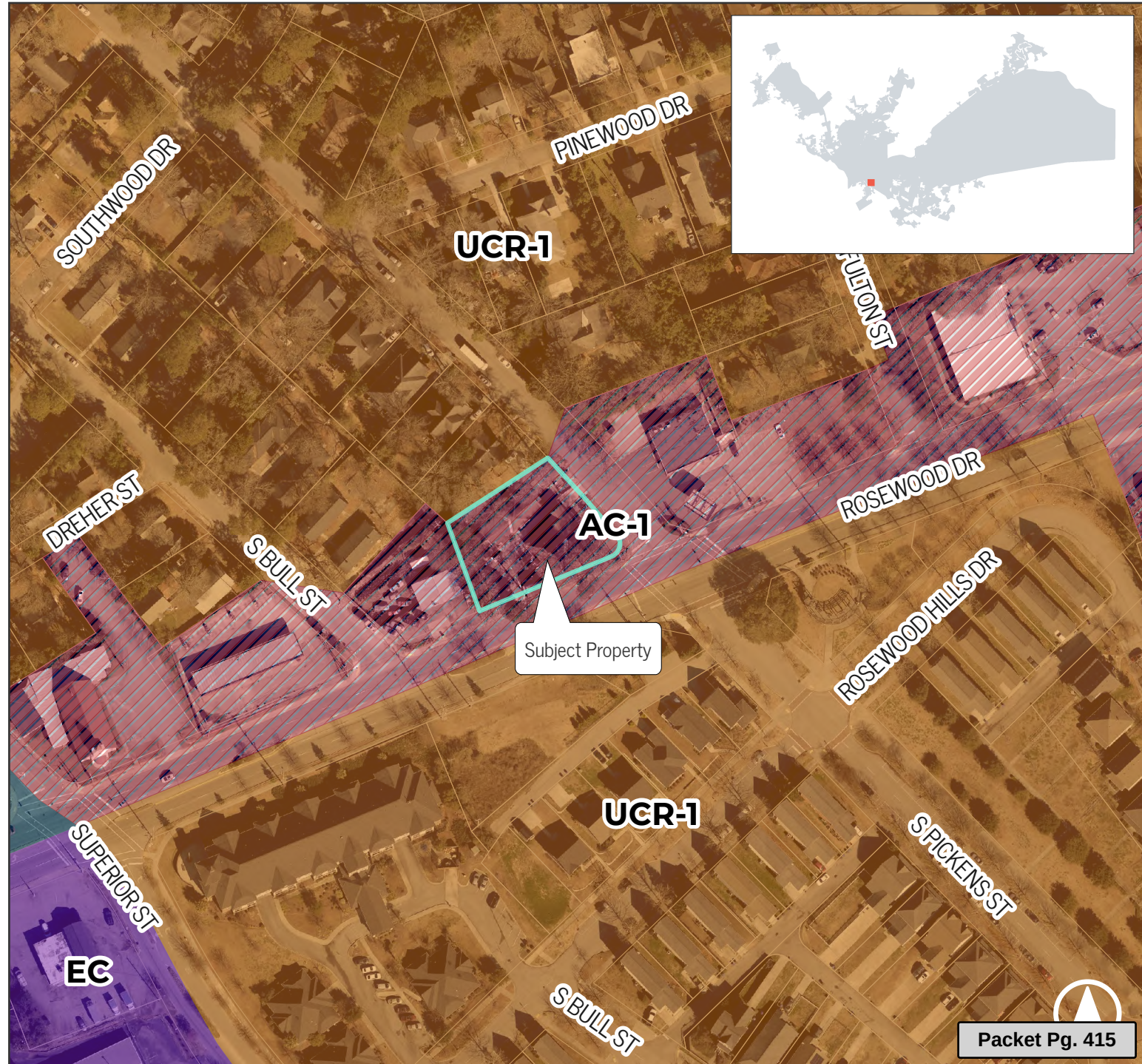


Planning & Development Services Department

Created by: ladeforth Date: 3/21/2023



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Zoning

335 S. Pickens St., TMS# 11305-11-09

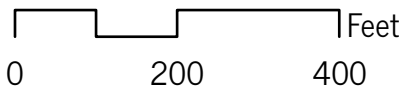
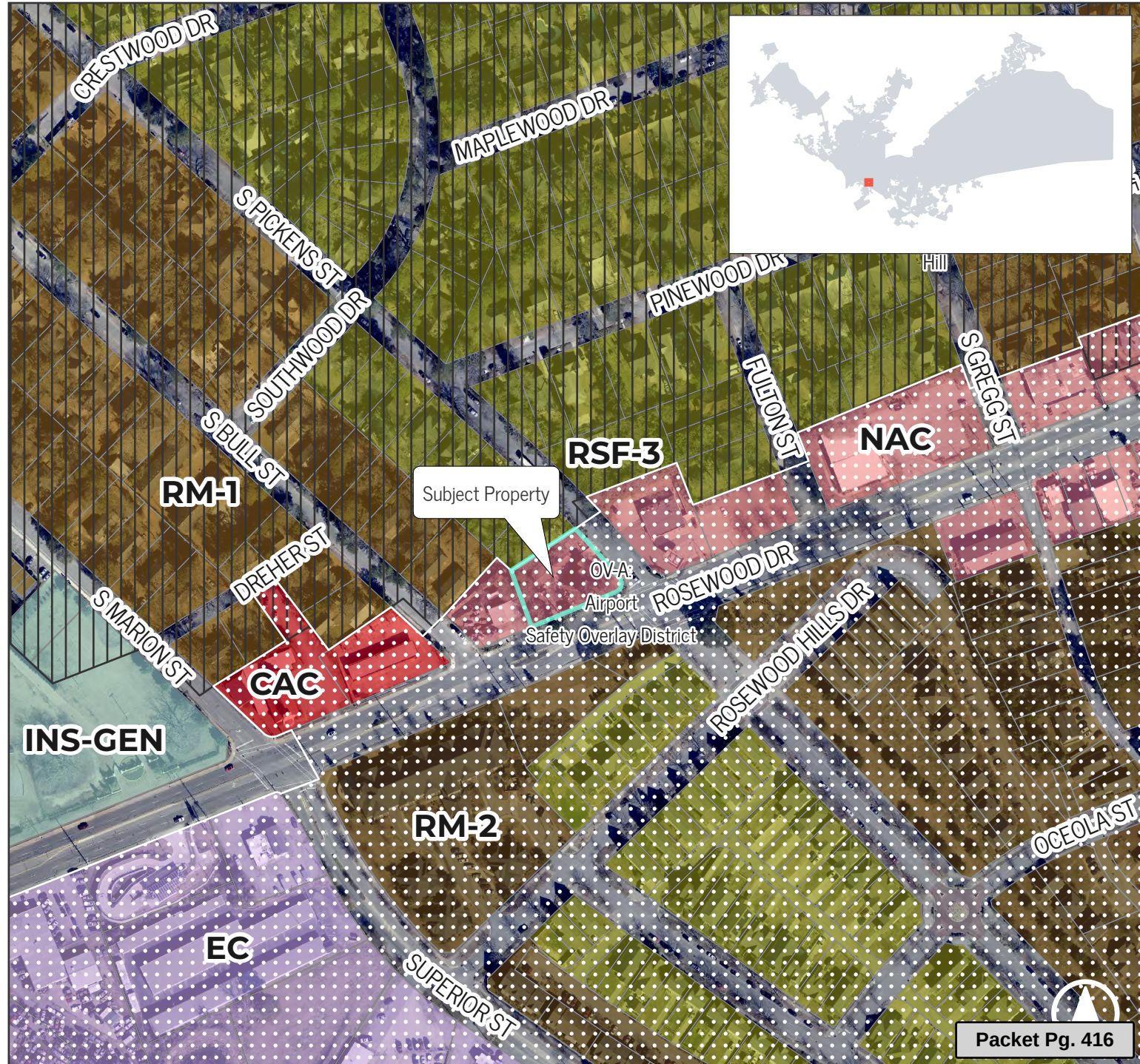
Current Zoning: Neighborhood Activity Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A)

Proposed Zoning: Residential Mixed District (RM-2)

29.a

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- EC: Employment Campus District
- INS-GEN: Institutional - General District
- OV-CCP: Community Character Protection Overlay Districts
- OV-A: Airport Safety Overlay District
- Parcels
- City Limits



**Planning & Development
Services Department**

Created by: ladeforth Date: 3/21/2023



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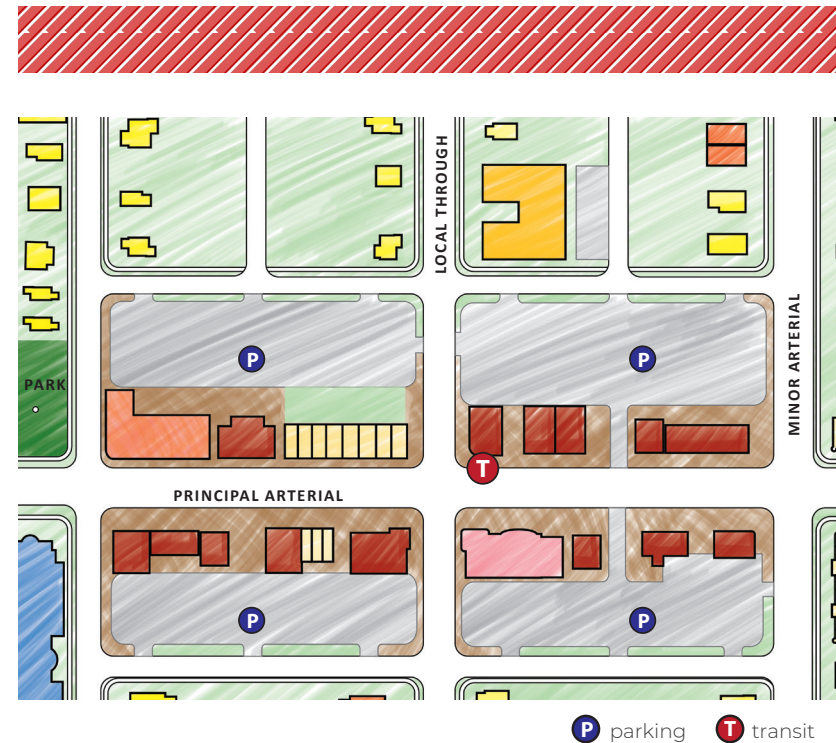
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Existing Future Land Use Classification

Development Types

NEIGHBORHOOD ACTIVITY CORRIDOR (AC-1)

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are generally built on frontage lots along minor arterial or collector roadways but may also be found along principal arterials. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk and typically consist of a limited collection of commercial and service uses.



AC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets are generally minor arterials or collectors carrying moderate multi-modal traffic volumes. Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns.
- Blocks are generally the base component of this development type, and the uses in the activity corridor typically occupy the face of the block adjacent to the corridor. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Deeper lots are typically found along major roads.
- Buildings are oriented toward the street and generally located to the front of the lot, right behind the sidewalk or a shallow setback, however they may have a small lawn when a converted residential structure is used. Access to businesses should be provided from the sidewalk.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may utilize on-street parking or may have small parking areas behind the building.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors.



- Open spaces provided on individual lots in the form of perimeter plantings and buffer yards are typical, as are tree and vegetation-lined rights-of-way. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and includes windows, front entrances, porches, stoops, and /or balconies. The majority of buildings are one to two stories.

Existing Zoning District

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) NAC: Neighborhood Activity Center/Corridor District****(e) NAC: Neighborhood Activity Center/Corridor District****(1) Purpose**

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses.

**(2) Use Standards**

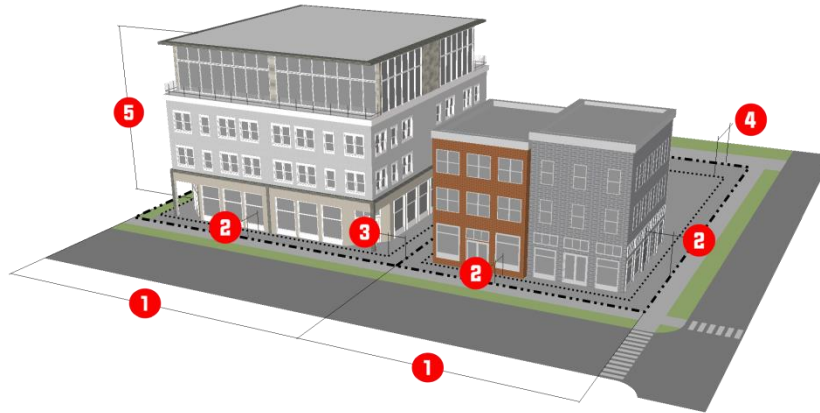
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	N/A
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	N/A	
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) NAC: Neighborhood Activity Center/Corridor District**

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(e) NAC: Neighborhood Activity Center/Corridor District****(4) Form and Design Standards****a. Off-street Parking**

Along any street frontage, all proposed new or additional accessory parking area shall be located to the rear or side of the development's principal building(s).

b. Sidewalks

Along any street frontage, a sidewalk having a minimum width of six feet shall be provided. A street protective yard (see Sec. 17-5.3(e), Street Protective Yards) having a minimum width of 5 feet shall be located between the street and the sidewalk.

c. Connectivity

- 1.** The internal vehicular, bicycle, and pedestrian circulation systems of development shall be designed to allow vehicular, bicycle, and pedestrian cross-access between the internal system and any internal vehicular, bicycle, and pedestrian circulation systems of existing or allowable future development on adjoining lots.
- 2.** Easements allowing vehicular, bicycle, or pedestrian cross-access between adjoining lots, along with agreements defining maintenance responsibilities of the property owners, shall be recorded with the Register of Deeds.
- 3.** The Zoning Administrator may waive or modify the requirement for cross-access on determining that such cross-access is impractical or infeasible due to police concerns about through traffic routes complicating law enforcement or the presence any of the following at the point(s) where through connections would otherwise be required: topographic conditions, natural features, visual obstructions or parking space locations that create traffic hazards, or the existence of mature or protected landscaping.

(5) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(k) RM-2: Residential Mixed District****(1) Purpose**

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

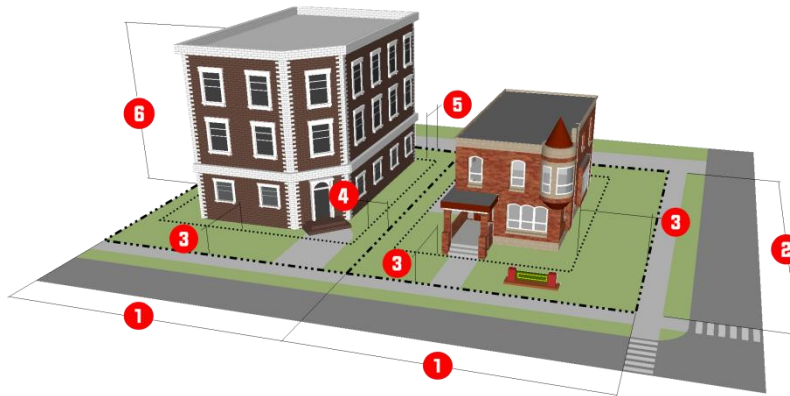
Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
1 Lot Width, min. (ft.)	75[1]/18[2]	40
2 Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	[3]	5
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2023-051

Amending the Official Zoning Map to modify the zoning for 335 S. Pickens Street, Richland County TMS# 11305-11-09

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 335 S. Pickens Street, Richland County TMS# 11305-11-09; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 335 S. Pickens Street, Richland County TMS# 11305-11-09 and as shown in Attachment A, is hereby rezoned from Neighborhood Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A) to Residential Mixed District (RM-2), removing the Airport Safety Overlay District. The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

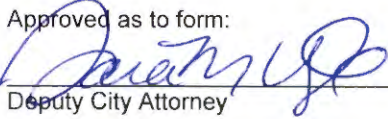
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Zoning

335 S. Pickens St., TMS# 11305-11-09

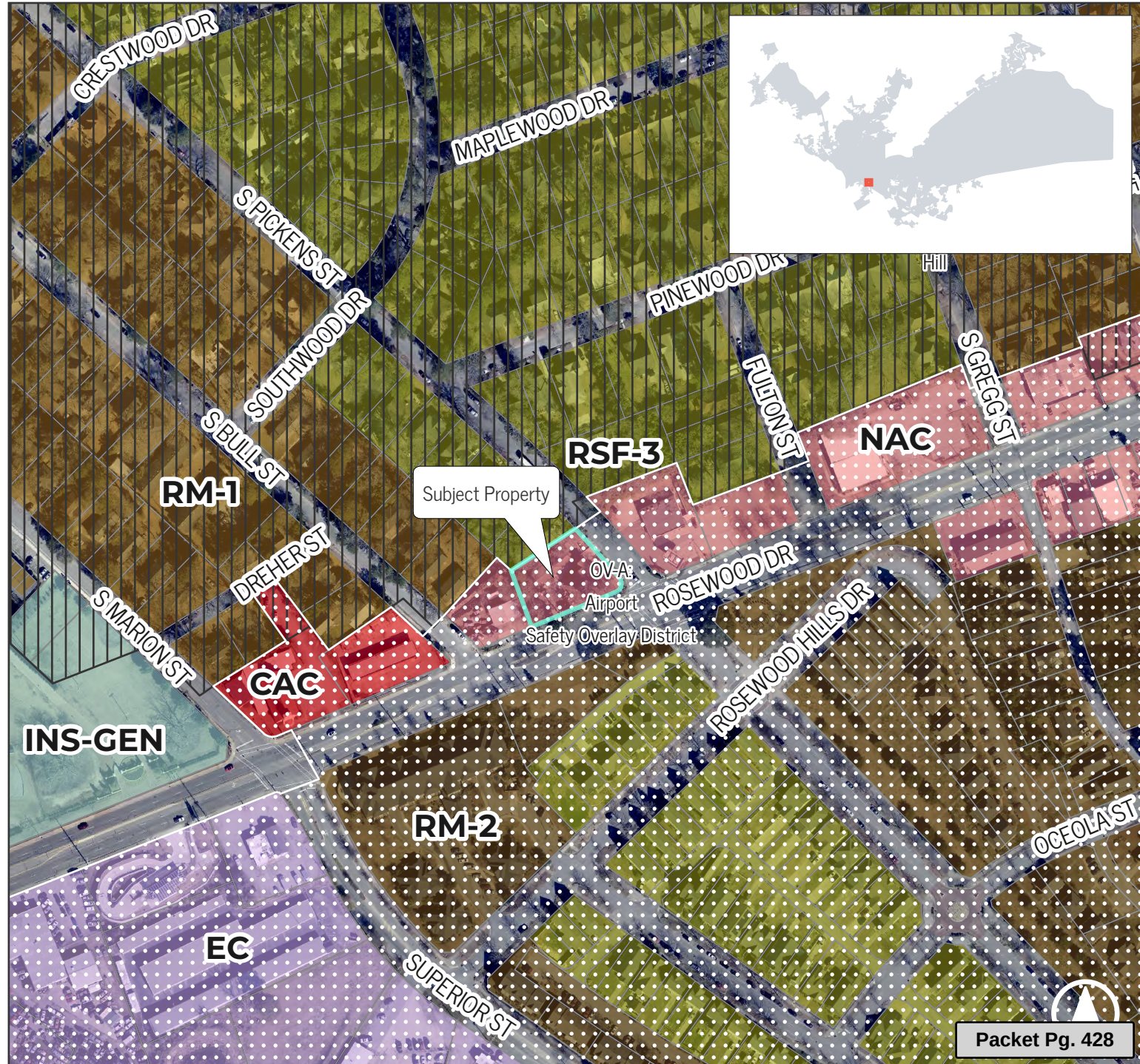
Current Zoning: Neighborhood Activity Center/Corridor (NAC) in the Airport Safety Overlay District (OV-A)

Proposed Zoning: Residential Mixed District (RM-2)

29.c

Legend

- CAC: Community Activity Center/Corridor
- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- EC: Employment Campus District
- INS-GEN: Institutional - General District
- OV-CCP: Community Character Protection Overlay Districts
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- Parcels
- City Limits



0 200 400 Feet

Planning & Development
Services Department

Created by: ladeforth Date: 3/21/2023



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We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-038 - Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture at 1403 Richland Street and within the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 16, 2023

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-038 - Jubilee (Sep 16) (PDF)
- **#b:** Jubilee 2023 Event Request-Resolution to Allow Beer Wine on City Property (PDF)
- **#c:** Jubilee 2023 CPD Special Duty Request Form (PDF)

RESOLUTION NO.: R-2023-038

Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture at 1403 Richland Street and within the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 16, 2023

WHEREAS, Historic Columbia Foundation ("Sponsor") is sponsoring the Jubilee: Festival of Black History and Culture on Saturday, September 16, 2023 from 11:00 a.m. until 6:00 p.m.; and,

WHEREAS, sponsor has requested permission for the temporary closing and use of the 1900 and 2000 blocks of Marion between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture from 6:00 a.m. until midnight for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. until 6:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, September 16, 2023 from 11:00 a.m. until 5:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, September 16, 2023 from 11:00 a.m. until 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

11. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 6:00 a.m. until 8:00 p.m.

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 _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Saturday, September 16, 2023, from 11:00 a.m. until 5:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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 event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1800, 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street for the Jubilee: Festival of Black History & Culture, with the exception of any parking area and/or 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

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

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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

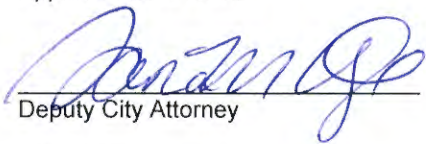
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	5/1/23	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Nathan Brown nbrown@historiccolumbia.org 803-252-7742x10
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Jubilee: Festival of Black History and Culture		
DATE(S) OF EVENTS: (multiple day can be on one request)	9/13/23		
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)	1403 Richland Street/1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland between Marion Street and Bull 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)	1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland between Marion Street and Bull Street		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	6:00am to 8:00pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00am-6:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	11:00am-6:00pm		

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

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 (shari.ardis@columbiasc.gov), 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.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales 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; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Nathan Brown/Historic Columbia Foundation, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1403 Richland Street
(Location for Assignment)

for the time period of 6:00am to 8:00pm on Saturday September 16th 2023
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

5/1/23

DATE

803-252-7742X10(office)/803-767-5119(cell)

CONTACT NUMBER OF REQUESTOR

249-77-1551

SOCIAL SECURITY NO. OF REQUESTOR

57-6020250

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-047 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Family Fun Night on Friday, August 11, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-047 - Family Fun Night (Aug 11) (PDF)
- **#b:** Resolution Request (PDF)

RESOLUTION NO.: R-2023-047

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Family Fun Night on Friday, August 11, 2023

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Family Fun Night on Friday, August 11, 2023 from 5:00 p.m. until 8:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Family Fun Night from 4:00 p.m. until 9:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. until 8:00 p.m., and for patrons to consume beer and wine beverages only on Friday, August 11, 2023 from 5:00 p.m. until 7:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Family Fun Night, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, August 11, 2023, 5:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. until 9:00 p.m.

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 _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Friday, August 11, 2023, from 5:00 p.m. until 7:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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 event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Family Fun Night that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Family Fun Night, with the exception of any parking area and/or 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted

only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

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

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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	5/25/2023	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	31.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	300	Wilson Bame 803-343-2181 wbame@columbiamuseum.org	
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Family Fun Night		
DATE(S) OF EVENTS: (multiple day can be on one request)	Friday, August 11, 2023		
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)	Columbia Museum of Art, 1515 Main St.		
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	4:00 p.m.- 9:00 p.m.		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5:00 p.m. - 8:00 p.m.		
HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	5:00 p.m. - 7:30 p.m.		
Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒			

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
 Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation
 Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
 Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
 Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
 Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-048 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporary Catawba on Sunday, August 20, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-048 - Contemporary Catawba (Aug 20) (PDF)
- **#b:** 8-20 Contemp Catawba Res (PDF)

RESOLUTION NO.: R-2023-048

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporary Catawba on Sunday, August 20, 2023

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Contemporary Catawba on Sunday, August 20, 2023 from 1:00 p.m. until 5:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Contemporary Catawba from 12:00 p.m. until 6:00 p.m. for preparation and staging of the area for an outdoor event to be held between 1:00 p.m. until 5:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, August 20, 2023 from 1:00 p.m. until 4:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Contemporary Catawba, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, August 20, 2023, 1:00 p.m. until 5:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 12:00 p.m. until 6:00 p.m.

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 _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Sunday, August 20, 2023, from 1:00 p.m. until 4:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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 event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Contemporary Catawba that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Contemporary Catawba, with the exception of any parking area and/or 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine

beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

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

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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

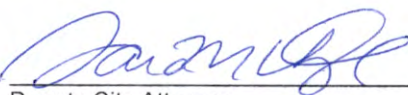
Requested by:

Assistant City Manager Shealy _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

5/25/2023

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Wilson Bame
803-343-2181
wbame@columbiamuseum.org

32.b

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

100

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

Contemporary Catawba

DATE(S) OF EVENTS: (multiple day can be on one request)

Sunday, August 20, 2023

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)

Columbia Museum of Art, 1515 Main St.

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

12:00 p.m.- 6:00 p.m.

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

1:00 p.m. - 5:00 p.m.

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES
(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.)*

1:00 p.m. - 4:30 p.m.

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov

Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocolPolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-056 - Authorizing consumption of beer and wine only at the Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party in the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street on Friday, June 30, 2023 with a rain contingency date of Friday, July 7, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-056 - Elmwood Park's Summer Sizzle (Jun 30) (PDF)
- **#b:** Event Request-Resolution to Allow Beer, Wine & Liquor on City Property - 9-19-2022 (PDF)
- **#c:** Special Duty Request Form 301-14 REV (PDF)

RESOLUTION NO.: R-2023-056

Authorizing consumption of beer and wine only at the Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party in the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street on Friday, June 30, 2023 with a rain contingency date of Friday, July 7, 2023.

WHEREAS, Historic Elmwood Park ("Sponsor") is hosting the *Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party* on Friday, June 30, 2023 from 6:00 p.m. until 9:00 p.m. with a rain contingency date of Friday, July 7, 2023; and,

WHEREAS, the Historic Elmwood Park has requested permission for the temporary closing and use of the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street for the Historic Walking Tour and Rebrand Launch Party from 5:00 a.m. until 9:00 p.m. for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. until 9:00 p.m., and for patrons to consume beer and wine beverages only on Friday, June 30, 2023 from 6:00 p.m. until 8:30 p.m. with a rain contingency date of Friday, July 7, 2023; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street for Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday June 30, 2023, 6:00 p.m. until 9:00 p.m. with a rain contingency date of Friday, July 7, 2023; See Resolution No. 2021-099 (Sept. 7, 2021). and,
2. Organizer shall establish a boundary line around the event space at the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. until 9:00 p.m.

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 _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Friday, June 30, 2023, from 6:00 p.m. until 8:30 p.m. with a rain contingency date of Friday, July 7, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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 event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 9:00 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 event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited with the exception of service animals. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street for Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of west half of the 1000 block of West Confederate Avenue, between Clark Street

and Sulton Street for Elmwood Park's Summer Sizzle: Historic Walking Tour and Rebrand Launch Party, with the exception of any parking area and/or 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 to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, June 30 2023, the west half of the 1000 block of West Confederate Avenue, between Clark Street and Sulton Street shall be closed on Friday, July 7, 2023. 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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

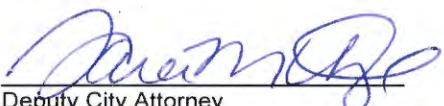
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

DATE OF REQUEST

6/6/2023

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

75

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)John Wilkinson
president@historicelmwoodpark.org
757-218-0052

33.b

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

Elmwood Park's Summer Sizzle: Historic Walking Tour & Rebrand Launch Party

DATE(S) OF EVENTS: (multiple day can be on one request)

6/30/2023

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.)

7/7/2023

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)**The west half of the 1000 block of West Confederate
Ave, between Clark Streets and Sulton 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)**The west half of the 1000 block of West Confederate
Ave, between Clark Streets and Sulton Street.**

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

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

5-9pm

HOURS OF EVENT

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

6-9pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(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.)*

6-8:30pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/ property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; Jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
ast revised: 8/18/2022

Packet Pg. 449



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Elmwood Park Neighborhood Association, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1000 Block of West Confederate Ave
(Location for Assignment)

for the time period of 6/30/2023 from 5-9pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

6/6/2023

DATE

757-218-0052

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

57-0715019

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 711 Bluff Road and
950 Rosewood Drive; TMS# 11202-06-01 (1.25-acre portion)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-070 - Annexing 711 Bluff Road and 950 Rosewood Drive, Richland County TMS # 11202-06-01 (1.25 acre portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Industrial (IND) and the assignment of zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: 711 Bluff II, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

ATTACHMENTS:

- **#a:** 2023-070 - Annex and Incorporate 711 Bluff Road and 950 Rosewood Drive (PDF)
- **#b:** Bluff711_Petition (PDF)
- **#c:** Bluff711_Offer_Notice (PDF)
- **#d:** ANNEX-2023-0002_Bluff711_ZPH (PDF)

ORDINANCE NO.: 2023-070

Annexing 711 Bluff Road and 950 Rosewood Drive, Richland County TMS # 11202-06-01 (1.25 acre portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 711 Bluff Road and 950 Rosewood Drive and TMS# 11202-06-01 (portion) containing approximately 1.25 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 117.01, and assigned a future land use classification of Industrial (IND) and zoning of Light Industrial District (LI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11202-06-01 (portion)

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

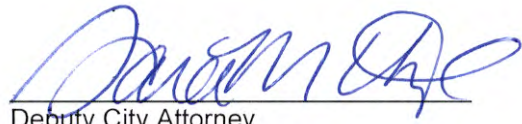
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-070
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 44.38 acres, more or less, and shown on a plat prepared for Sandy Oaks Development LLC, by Belter & Associates, Inc., on survey date August 5, 2021. Reference being made to said plat for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 5/18/2023

23016973

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties 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: See Attached Exhibit "A"

Richland County TMS: 11202-06-01 (1.25 acre portion)

Property Addresses: 711 Bluff Road and 950 Rosewood Drive

711 Bluff II, LLC

BY: _____
 (Signature)

Date: _____

 (Print or Type Name)

ITS: _____
 (Print or Type Title)

EXHIBIT "A"

PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 1.25 acres, and shown as Tract A on a Plat of Survey prepared for Murphy Oil USA, by Keck & Wood, Inc., dated August 6, 2021, and being more particularly described as follows:

COMMENCING FROM A SCGS MONUMENT "RC979711AZ" HAVING THE FOLLOWING SOUTH CAROLINA GRID COORDINATES NORTHING 776,862.55 AND EASTING 1,995,454.56 ALSO BEING THE POINT OF COMMENCEMENT; THENCE A BEARING OF S 57°20'06" E AND A DISTANCE OF 3,883.54 FEET TO A 5/8" REBAR, THENCE A BEARING OF N 41° 27' 16" E AND A DISTANCE OF 255.05 FEET TO A 1-1/4" ROD, THENCE A BEARING OF N 41° 27' 48" E AND A DISTANCE OF 36.41 FEET TO A 5/8" REBAR ALSO BEING THE POINT OF BEGINNING; THENCE IN A CLOCKWISE DIRECTION THE FOLLOWING (7) COURSES;

(1) A BEARING OF N 48° 30' 53" W AND A DISTANCE OF 194.06 FEET TO A 5/8" REBAR ON THE SOUTHERN RIGHT-OF-WAY OF ROSEWOOD DRIVE; (2) CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF ROSEWOOD DRIVE A BEARING OF N 39° 50' 56" E AND A DISTANCE OF 144.24 FEET TO A MAG NAIL; (3) CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF ROSEWOOD DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 900 FEET A ARC LENGTH OF 119.25 FEET A CHORD BEARING N 36°01'20" E A CHORD DISTANCE OF 119.16 FEET TO A 5/8" REBAR (4) A BEARING OF N 83° 42' 14" E AND A DISTANCE OF 6.07 FEET TO A R/R SPIKE; (5) A BEARING OF N 83° 42' 12" E AND A DISTANCE OF 18.50 FEET TO A 5/8" REBAR ON THE SOUTHWESTERN RIGHT-OF-WAY OF BLUFF ROAD; (6) ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF BLUFF ROAD; A BEARING OF S 44° 11' 19" E AND A DISTANCE OF 193.46 FEET TO A MAG NAIL; (7) A BEARING OF S 41° 27' 48" W AND A DISTANCE OF 266.40 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 54,514 SQUARE FEET 1.25 ACRES, MORE OR LESS.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 21, 2023

RE: **Property Address:** 711 Bluff Road and 950 Rosewood Drive
Richland County TMS#: 11202-06-01 (1.25-acre portion)
Owner(s): 711 Bluff II, LLC
Current Use: Light Industrial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 117.01

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 **May 11, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

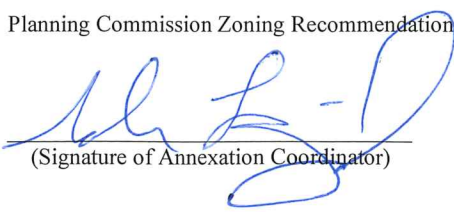
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: IND (Land Use classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LI (Zoning classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-06-01(p);
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: IND

34.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



We Are Columbia



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ISA

Packet Pg. 459

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-
Current Rich. Co. Zoning: M-1, Proposed City Zoning: LI

34.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

June 20, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

711 Bluff Road and 950 Rosewood Drive; TMS# 11202-06-01 (1.25-acre portion)

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Industrial (IND) and the assignment of zoning of Light Industrial District (LI) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: 711 Bluff II, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

ZPH, 1ST Reading: 06/20/2023; Pending

2nd Reading: 07/18/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.25 acres

Current Use: Light Industrial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole- Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Industrial (IND)

Current County Zoning: Light Industrial (M-1)

Proposed City Zoning: Light Industrial (LI)

Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed gas station/convenience store would be **approximately \$14,400 per year**, based on calls to similar commercial properties within the City limits. This property is adjacent to the CPD annex building at 715 Bluff Road.

Fire

The proposed annexation will not result in significant 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

The Solid Waste Division does not typically provide service to this type of development.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area classified as Donut Hole – Primary within the Urban Service Area plan. The property is being redeveloped, with a gas station/convenience store currently being constructed. The real estate tax revenue generated for the City would be **approximately \$5,100 per year** based on the estimated taxable value of this property after development.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both

within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (LI) to the northwest and southeast, Community Activity Center/Corridor to the north, and Regional Activity Center/Corridor to the east. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the northwest, southwest, and south.

The proposed City of Columbia zoning district is Light Industrial District (LI).

Refer to the attached zoning district description.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Industrial (IND) and zoning of Light Industrial District (LI) at the time of annexation.



Future Land Use Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-06-01(p);
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: IND

34.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

711 Bluff Road and 950 Rosewood Drive, TMS# 11202-
Current Rich. Co. Zoning: M-1, Proposed City Zoning: LI

34.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2023



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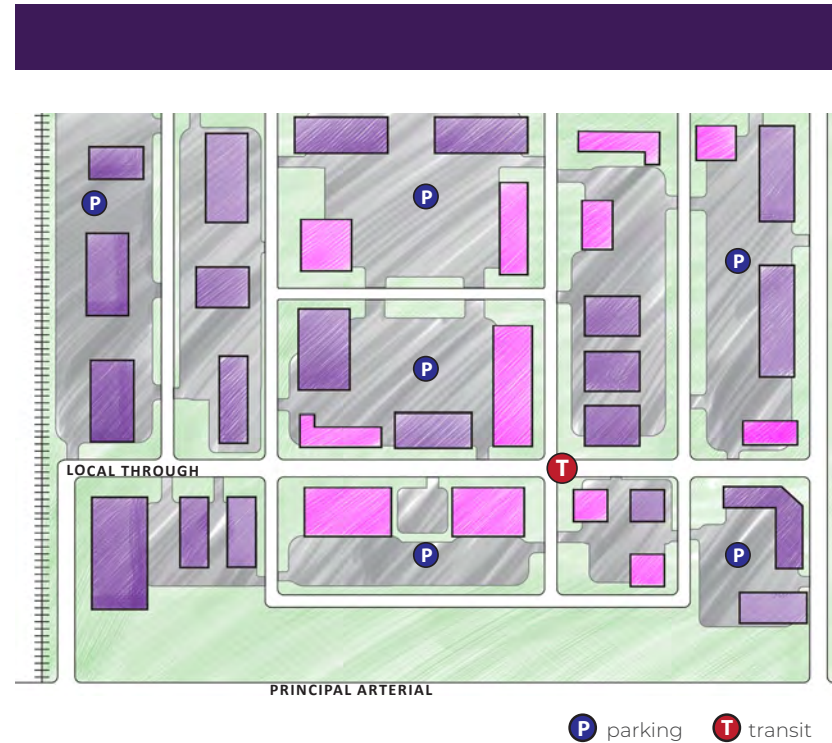
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

INDUSTRIAL (IND)

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.



IND BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Small to Extra Large

SECONDARY TYPES

- Power Utilities
- Water & Wastewater Treatment

TERTIARY TYPES

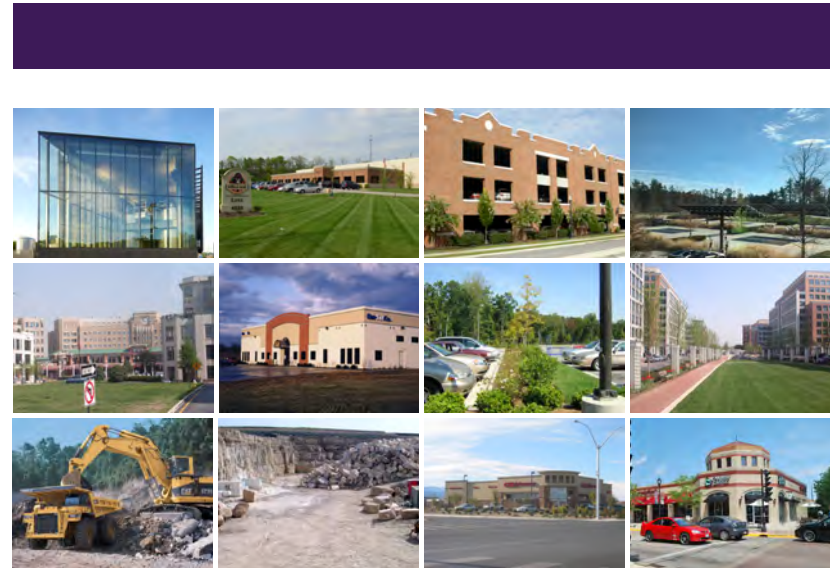
- Commercial Small to Extra Large
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

IND DEVELOPMENT PATTERN/CONTEXT

- Industrial areas are typically near rail lines or highways, and include warehouses, manufacturing and production facilities, laboratories, and high-tech uses.
- Most industrial areas require significant land area to accommodate large and very large format buildings as well as sufficient buffers from adjacent, non-compatible uses.
- Streets need to be designed to adequately accommodate semi-truck and trailer traffic.
- Sites are typically configured to meet the specific needs of the developer, but large format sites maintain significant flexibility for reuse.



Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED		
	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility ²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 501 Jacobs Mill Pond
road; TMS# 28914-02-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-072 - Annexing 501 Jacobs Mill Pond Road, Richland County TMS # 28914-02-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge residential large lot (UER-2) and the assignment of zoning of Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Desrick and Natasha Rhooms

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

ATTACHMENTS:

- **#a:** JacobsMillPond501_Offer_Notice (PDF)
- **#b:** 2023-072 - Annex and Incorporate 501 Jacobs Mill Pond Road (PDF)
- **#c:** JacobsMillPond501_Petition (PDF)
- **#d:** ANNEX-2023-0005_JacobsMillPond501_ZPH (PDF)

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: March 21, 2023
 RE: **Property Address:** 501 Jacobs Mill Pond Road
Richland County TMS#: 28914-02-01
Owner(s): Desrick and Natasha Rhooms
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Rural (RU)
Proposed City Zoning: Large Lot - Reserve (LL-R), a portion within the Floodplain Overlay (OV-FP)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 4
Census Tract: 114.07

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 **May 11 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

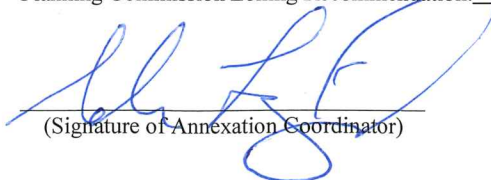
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
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 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LL-R, Portion (Zoning classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



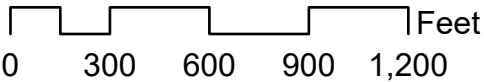
Future Land Use

501 Jacobs Mill Pond Road, TMS# 28914-02-01
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

35.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

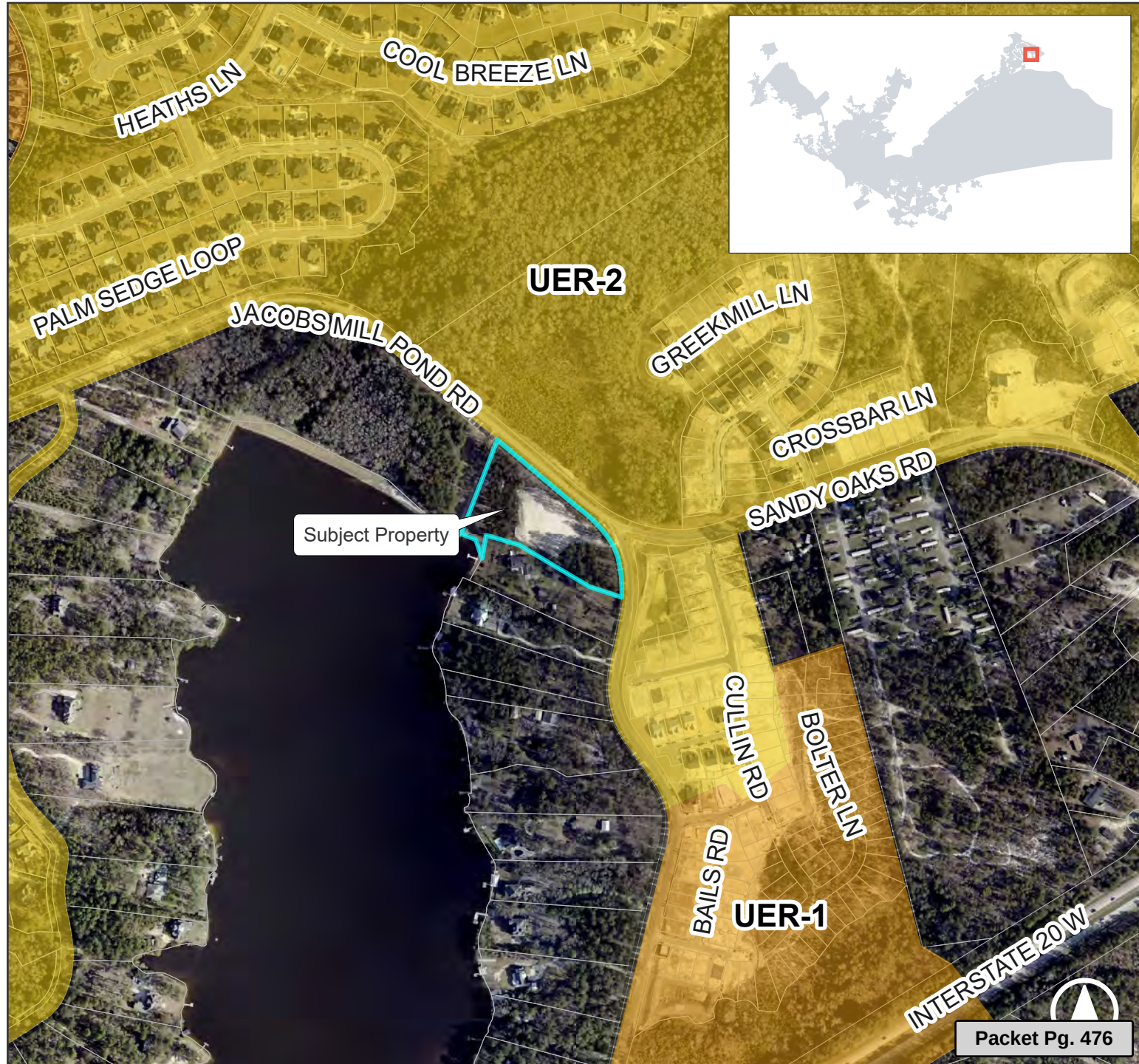


Planning & Development Services Department

Created by: atlivengood Date: 3/20/2023



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Zoning

501 Jacobs Mill Pond Road, TMS# 28914-02-01

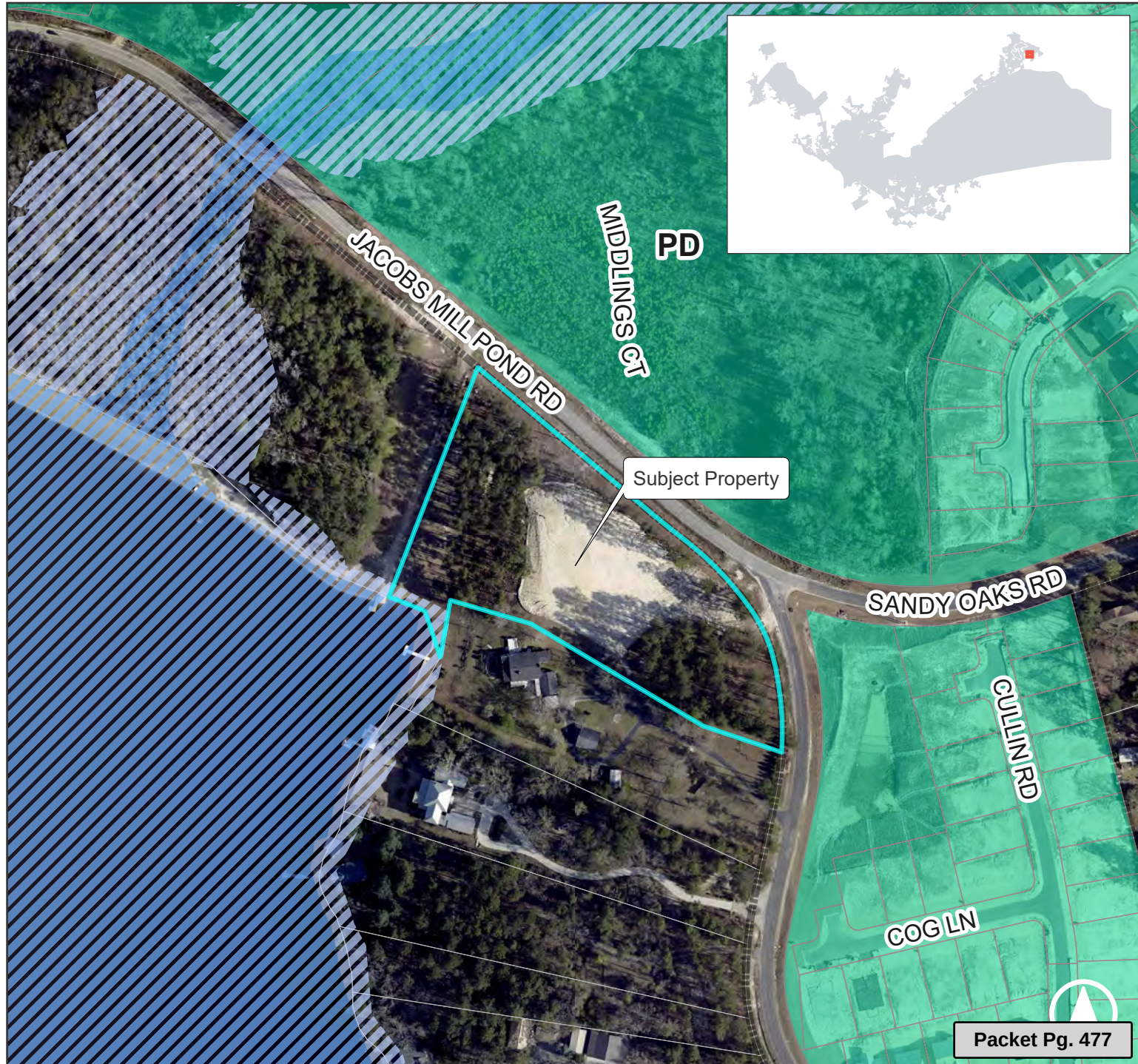
Current Richland Co. Zoning: Rural (RU)

Proposed City Zoning: Large Lot - Reserve (LL-R), a portion within the Floodplain Overlay (OV-FP)

35.a

Legend

- PD: Planned Development
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 125 250 375 500 Feet

Planning & Development
Services Department

Created by: atlivengood Date: 3/20/2023



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Packet Pg. 477

ORDINANCE NO.: 2023-072

Annexing 501 Jacobs Mill Pond Road, Richland County TMS # 28914-02-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 501 Jacobs Mill Pond Road and TMS# 28914-02-01 containing approximately 4.26 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and

Last revised: 5/22/2023

23017017

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 28914-02-01

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

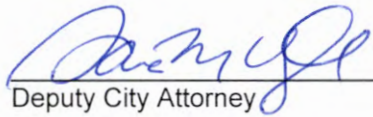
Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-072
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 4. 26 acres on a plat prepared for Desrick Rhooms and Natasha Rhooms by Baxter Land Surveying Company, Inc. dated June 4, 2020, and recorded in the Office of the RMC/ROD for Richland County in Book 2539 at Page 318; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 5/22/2023

23017017

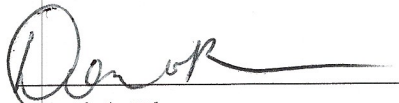
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 4.26 acres on a plat prepared for Desrick Rhooms and Natasha Rhooms by Baxter Land Surveying Company, Inc. dated June 4, 2020, and recorded in the Office of the RMC/ROD for Richland County in Book 2539 at Page 318; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

Richland County TMS: 28914-02-01

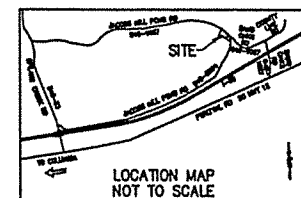
Property Address: 501 Jacobs Mill Pond Road


 Desrick Rhooms

Date: 3/16/23


 Natasha Rhooms

Date: 3-16-23



REVISIONS	

Book 2539-318

Date Time: 10/14/2020 00:36:55:120

2020054626 10/14/2020 00:36:55:120 Plat Standard

Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00

2020054626 John T. Hopkins II Richland County R.O.D.

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

ROSSER W. BAXTER, JR.
ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 7013

FLAT PREPARED FOR

DESRICK RHOOMS & NATASHA RHOOMS

IRLAND COUNTY, NEAR COLUMBIA, NC

REFERENCE
PLAT BOOK NO. 36, PAGE 364
RECORD BOOK 1238, PAGE 1118

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE CONTENTS OF THIS REPORT WERE MADE IN ACCORDANCE WITH THE FOREMAN GOVERNMENT POLICY FOR THE PROTECTION OF LIFE SUPPORTING IN SOUTH CAROLINA, AND WERE NOT OBTAINED BY THE FOLLOWING:

ROSSER W. BAXTER,
ROSSER W. BAXTER, JR. DOPLS NO. 7813

JUNE 4, 2020

JOHN WILL FORD BIRD



0 20 40 60
1" = 60'

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET COLUMBIA, SC 29205
803-252-8564



CITY COUNCIL

June 20, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 501 Jacobs Mill Pond Road; TMS# 28914-02-01

Council District: 4

Proposal: Request to annex the property and assign the land use classification of Urban Edge Residential Large Lot (UER-2) and the assignment of zoning of Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Desrick and Natasha Rhooms

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

ZPH, 1ST Reading: 06/20/2023; Pending

2nd Reading: 07/18/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.26 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Secondary Area

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Rural (RU)

Proposed City Zoning: Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP)

Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$340 per year**, based on calls to nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant 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

The Solid Waste Division provides solid waste service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. Sewer service is provided by Palmetto Utilities.

Water Customer Care

This will be a new water customer, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this single-family residence, which is located within a Secondary Area as designated in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$940 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Rural (RU) by Richland County. Adjacent parcels within the City of Columbia are currently within the Woodcreek Farms Planned Development District (PD) to the north and east. Adjacent parcels in unincorporated Richland County are currently zoned RU to the west and south.

The proposed City of Columbia zoning district is Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP).

Large Lot - Reserve District (LL-R)

Refer to attached zoning district description.

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Large Lot - Reserve District (LL-R), a portion within the Floodplain Overlay District (OV-FP), at the time of annexation.



Future Land Use

501 Jacobs Mill Pond Road, TMS# 28914-02-01
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

35.d

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
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- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

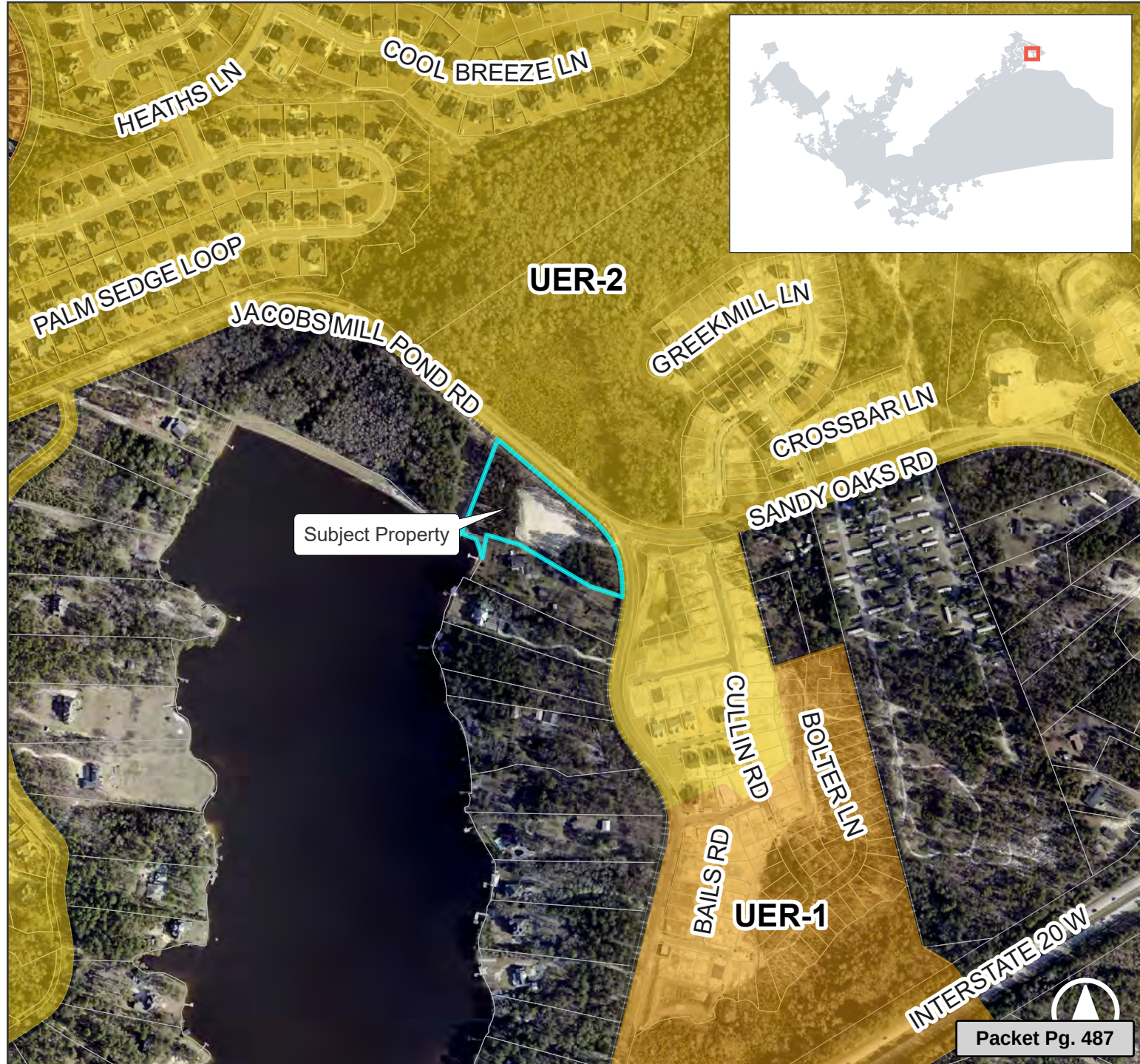
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Planning & Development Services Department

Created by: atlivengood Date: 3/20/2023



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Zoning

501 Jacobs Mill Pond Road, TMS# 28914-02-01

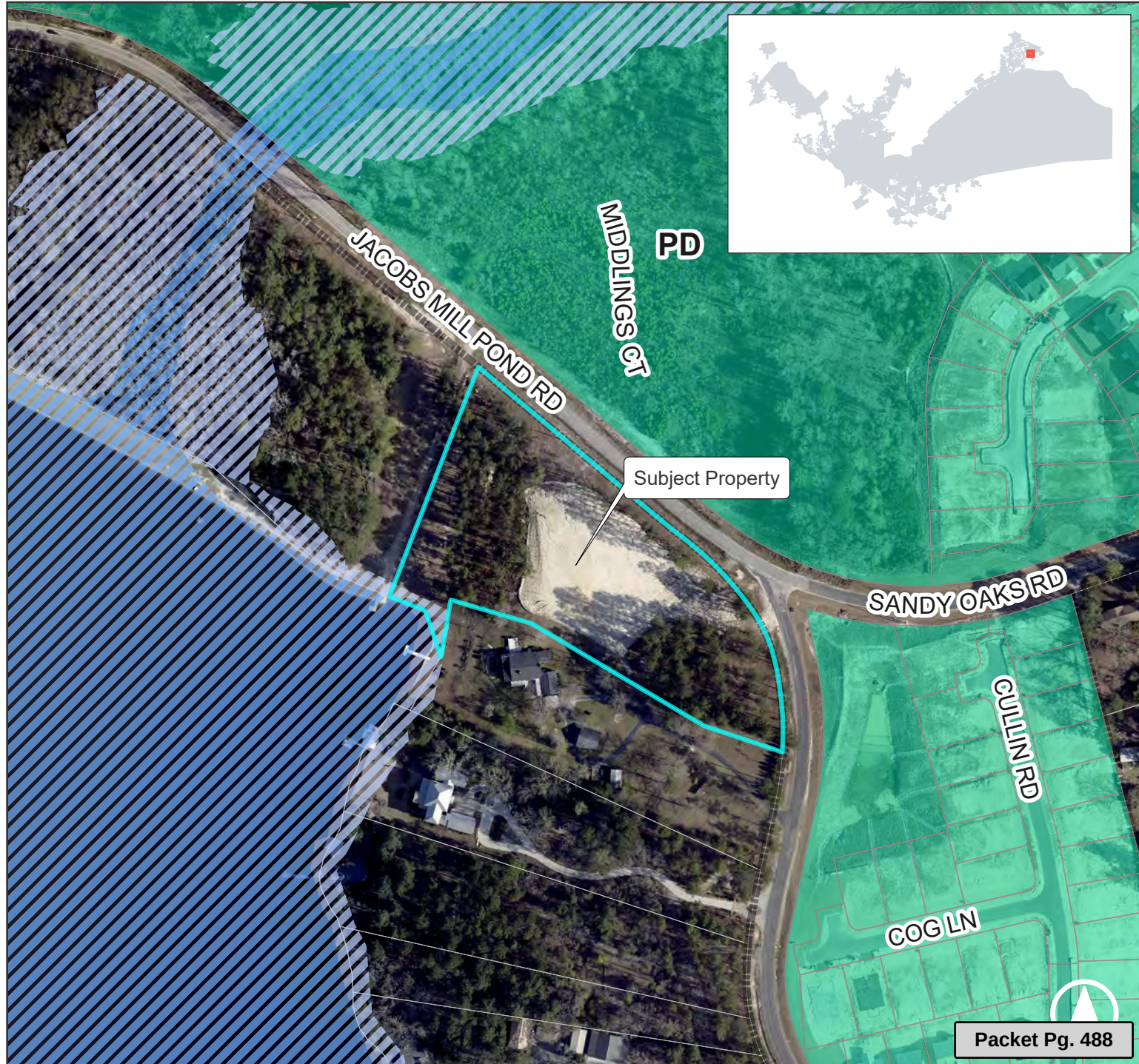
Current Richland Co. Zoning: Rural (RU)

Proposed City Zoning: Large Lot - Reserve (LL-R), a portion within the Floodplain Overlay (OV-FP)

35.d

Legend

- PD: Planned Development
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 125 250 375 500 Feet

Planning & Development
Services Department

Created by: atlivengood Date: 3/20/2023



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Packet Pg. 488

Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

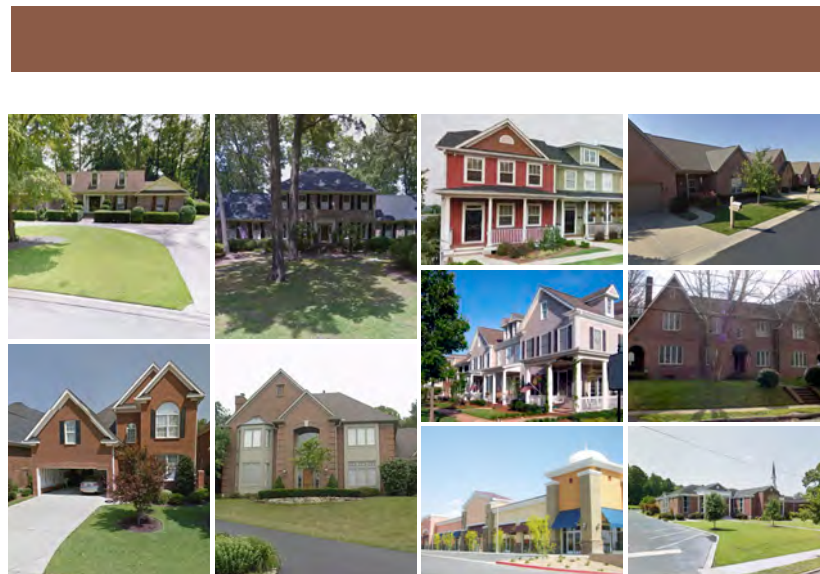
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



LL-R: Large Lot – Reserve District

Purpose

The purpose of the Large Lot - Reserve (LL-R) District is to reserve undeveloped or low-density land primarily located on the edge of the City. Lands within the LL-R District are intended to be rezoned at the appropriate time to accommodate urban expansion.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	40,000
Lot Width, min. (ft.)	150
Lot Coverage, max. (% of site area)	25
Density, max. (du/acre)	1.1
Front Yard Setback, min. (ft.)	35
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Utility facility, major ²
Dwelling, single-family detached	Utility facility, minor
Cultural facility ²	Farmers' market
Day care facility ²	Campground ²
Place of worship ²	Agriculture and forestry uses, not elsewhere listed
Public safety facility	Community garden ¹
Elementary, middle, or high school ²	Crop production and processing
Arboretum or botanical garden ²	Forestry
Cemetery ²	
Park or greenway ¹	
Solar energy conversion system (large scale) ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 7716 Garners Ferry
Road; TMS#19102-01-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-071 - Annexing 7716 Garners Ferry Road, Richland County TMS # 19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Community Activity corridor (AC-2) and the assignment of zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: C & B Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 05/11/2023; Approved (7-0)

ATTACHMENTS:

- **#a:** 2023-071 - Annex and Incorporate 7716 Garners Ferry Road (PDF)
- **#b:** GarnersFerry7716_Offer_Notice (PDF)
- **#c:** GarnersFerry7716_Petition (PDF)
- **#d:** ANNEX-2023-0007_GarnersFerry7716_ZPH (PDF)

ORDINANCE NO.: 2023-071

Annexing 7716 Garners Ferry Road, Richland County TMS # 19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 7716 Garners Ferry Road and TMS# 19102-01-01 containing approximately 1.80 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.08, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning

of General Commercial District (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 19102-01-01

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:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-071
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers five (5) and nineteen (19) containing 1.80 acres on a plat prepared for C & B Real Estate Investments, LLC by Baxter Land Surveying Co., Inc., dated November 21, 2013, revised March 18, 2014, and recorded April 11, 2014, in Book 1938 at page 1513. Said property is bounded as follows: On the North by the right-of-way of Hair Street whereon it measures for a distance of 150.00 feet; on the East by Lot 20 and Lot 6 where on it measures for a distance of 520.00 feet; on the South by the right-of-way of Garners Ferry Road (US Highway No. 76 & 378) whereon it measures for a distance of 150.00 feet; and on the West by the right-of-way of Pridmore Street whereon it measures for a distance of 520.00 feet, be all measurements as more fully shown on said later plat.

LEGAL DEPARTMENT DRAFT

Last revised 5/22/2023

23017016

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: March 21, 2023
 RE: **Property Address:** 7716 Garners Ferry Road
Richland County TMS#: 19102-01-01
Owner(s): C & B Real Estate Investments, LLC
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Center (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 116.08

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 **May 11, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

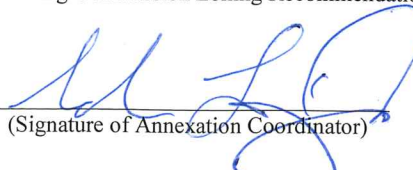
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 7-0
 on 5/11/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



© All EagleView Technology Corporation

Future Land Use

7716 Garners Ferry Road, TMS#19102-01-01
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Community Activity Center (AC-2)

36.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
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- City Limits

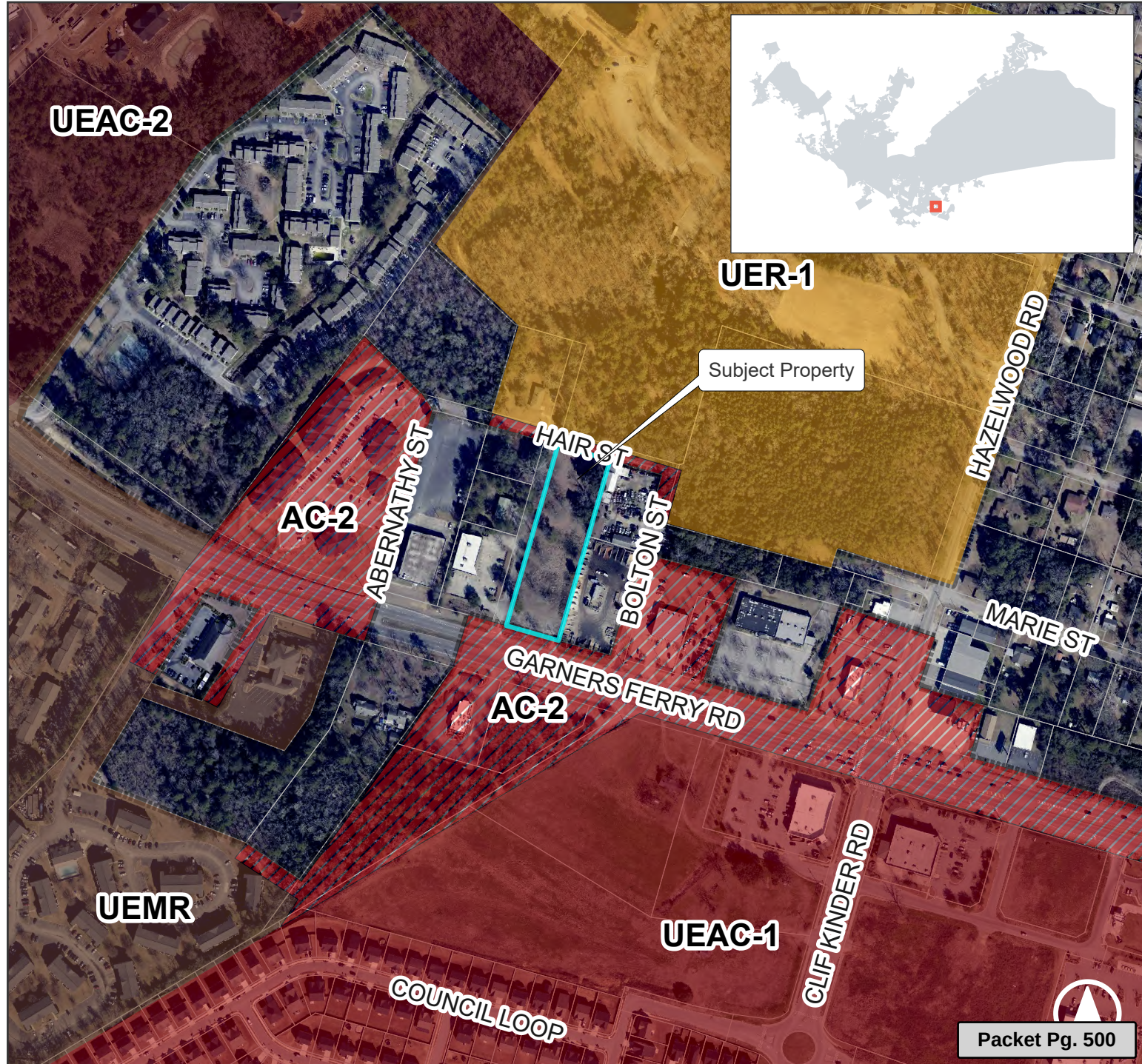
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Planning & Development
 Services Department

Created by: atlivengood Date: 3/20/2023



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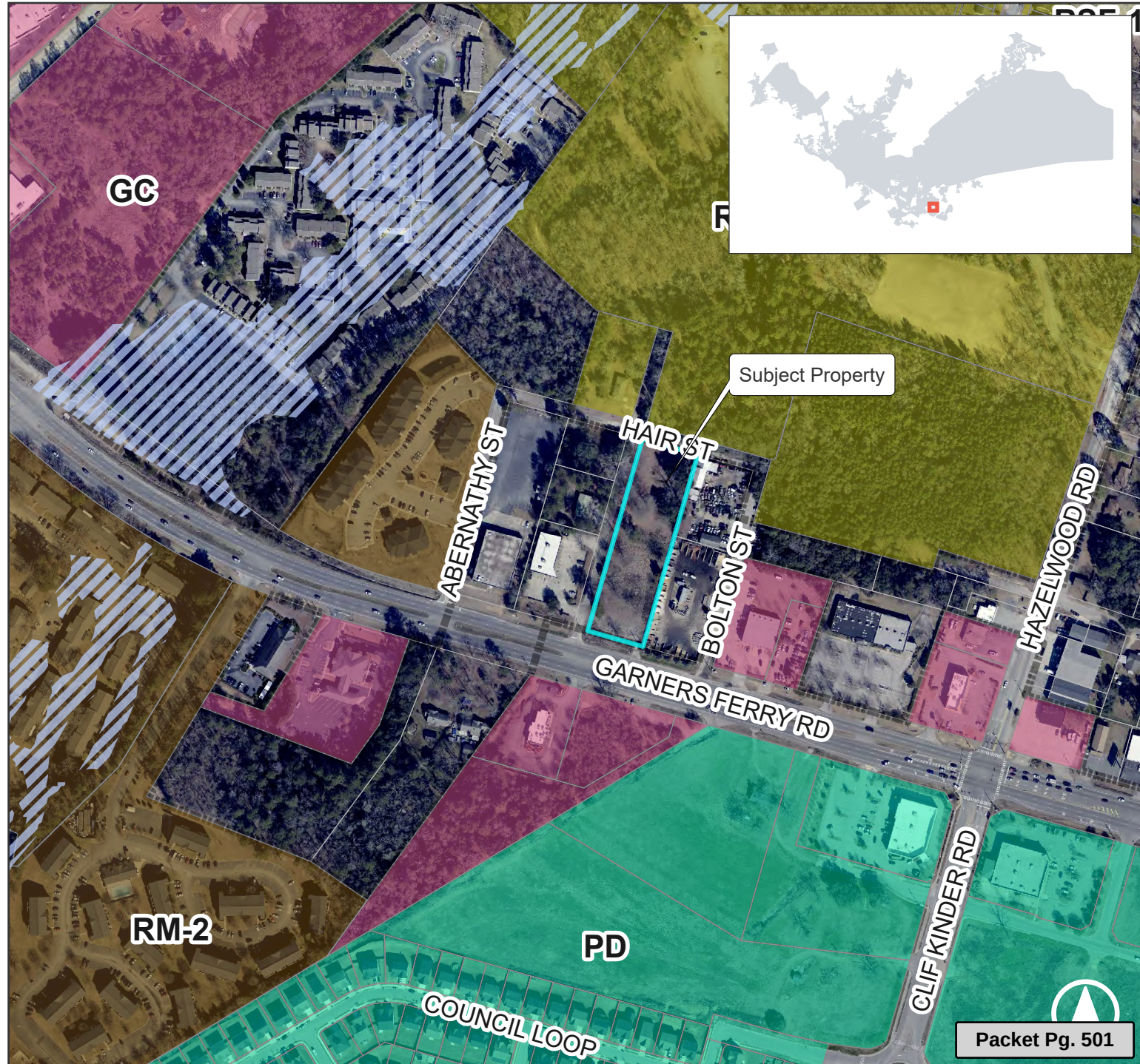
Zoning

7716 Garners Ferry Road, TMS# 19102-01-01
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)

36.b

Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: atlivngood Date: 3/20/2023



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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

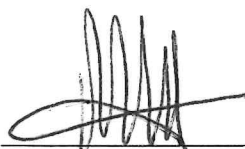
Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers five (5) and nineteen (19) containing 1.80 acres on a plat prepared for C & B Real Estate Investments, LLC by Baxter Land Surveying Co., Inc., dated November 21, 2013, revised March 18, 2014, and recorded April 11, 2014, in Book 1938 at page 1513. Said property is bounded as follows: On the North by the right-of-way of Hair Street whereon it measures for a distance of 150.00 feet; on the East by Lot 20 and Lot 6 where on it measures for a distance of 520.00 feet; on the South by the right-of-way of Garners Ferry Road (US Highway No. 76 & 378) whereon it measures for a distance of 150.00 feet; and on the West by the right-of-way of Pridmore Street whereon it measures for a distance of 520.00 feet, be all measurements as more fully shown on said later plat.

Richland County TMS: 19102-01-01

Property Addresses: 7716 Garners Ferry Road

C & B Real Estate Investments, LLC

BY:


 (Signature)

Date:

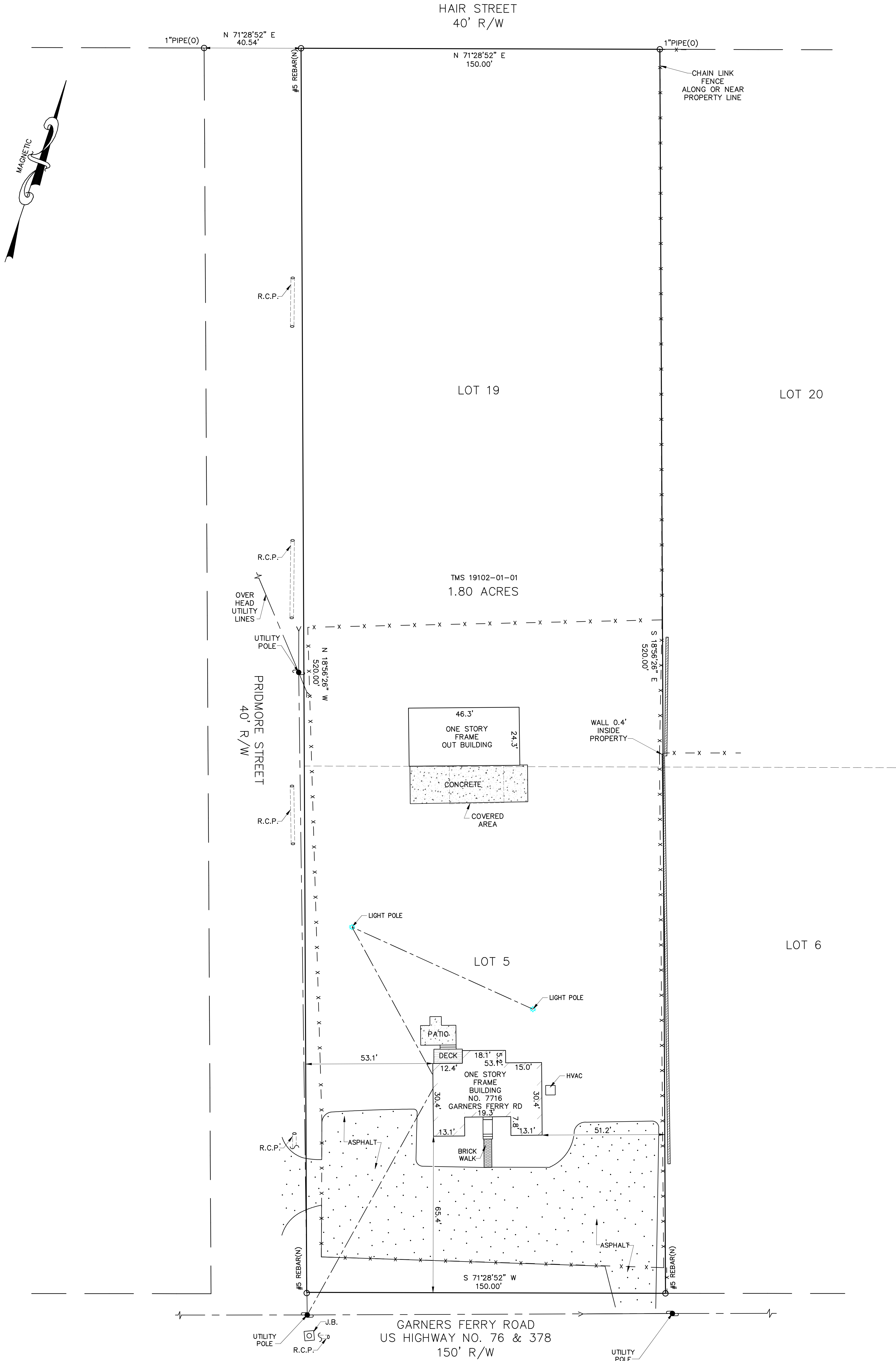
3/16/23

RICHARD COHN, SR
 (Print or Type Name)

ITS:

MANAGING MEMBER
 (Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



PLAT PREPARED FOR
C & B REAL ESTATE INVESTMENTS, LLC
RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT 19 AND THE MAJOR PORTION OF LOT 5, ON PLAT OF "THE TERRACE", BY JAS. C. COVINGTON, DATED DECEMBER 1935 AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK H, PAGE 128.

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

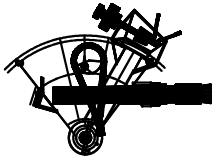
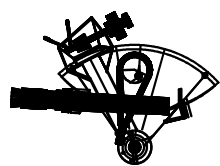
ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 7613

NOVEMBER 21, 2013

REVISED MARCH 18, 2014 TO CORRECT AREA

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

ROSSER W. BAXTER, JR. SCRLS NO. 7613



BAXTER LAND SURVEYING CO., INC.
2204 Devine Street Columbia, SC 29205 (803)-252-8564
BAXLAND@AOL.COM



CITY COUNCIL

June 20, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7716 Garners Ferry Road; TMS# 19102-01-01

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and the assignment of zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	C & B Real Estate Investments, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/11/2023; Approved (7-0)
ZPH, 1ST Reading:	06/20/2023; Pending
2nd Reading:	07/18/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.80 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$1,000 per year**, based on calls to similar commercial properties within the City limits.

Fire

The proposed annexation will not result in significant 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

The Solid Waste Division does not typically provide service to this type of development.

Engineering

City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

Water Customer Care

This will be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area classified as Donut Hole – Primary within the Urban Service Area plan. The property is proposed for development, with a potential car wash to be located upon the site. The real estate tax revenue generated for the City would be **approximately \$4,700 per year** based on the estimated taxable value of this property after development.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational

costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Single Family – Small Lot District (RSF-3) across Hair Street to the north, and General Commercial District (GC) across Garners Ferry Road to the south. Adjacent parcels in unincorporated Richland County are currently zoned GC to the east and across Pridmore Street to the west.

The proposed City of Columbia zoning district is General Commercial District (GC).

Refer to the attached zoning district description.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial District (GC) at the time of annexation.



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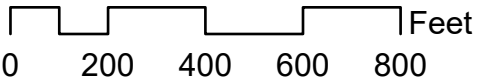
Future Land Use

7716 Garners Ferry Road, TMS#19102-01-01
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Community Activity Center (AC-2)

36.d

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

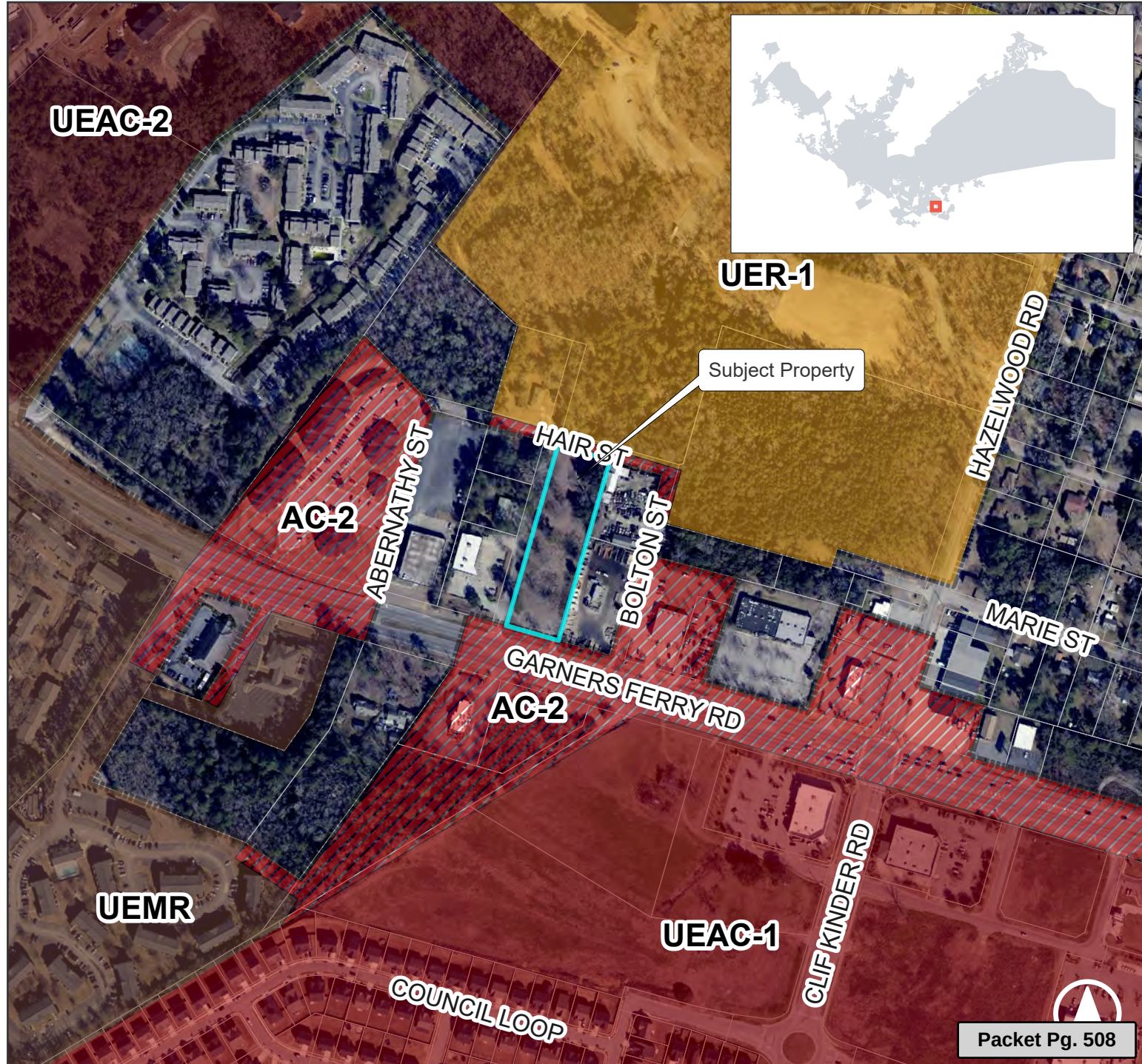


Planning & Development
 Services Department

Created by: atlivengood Date: 3/20/2023



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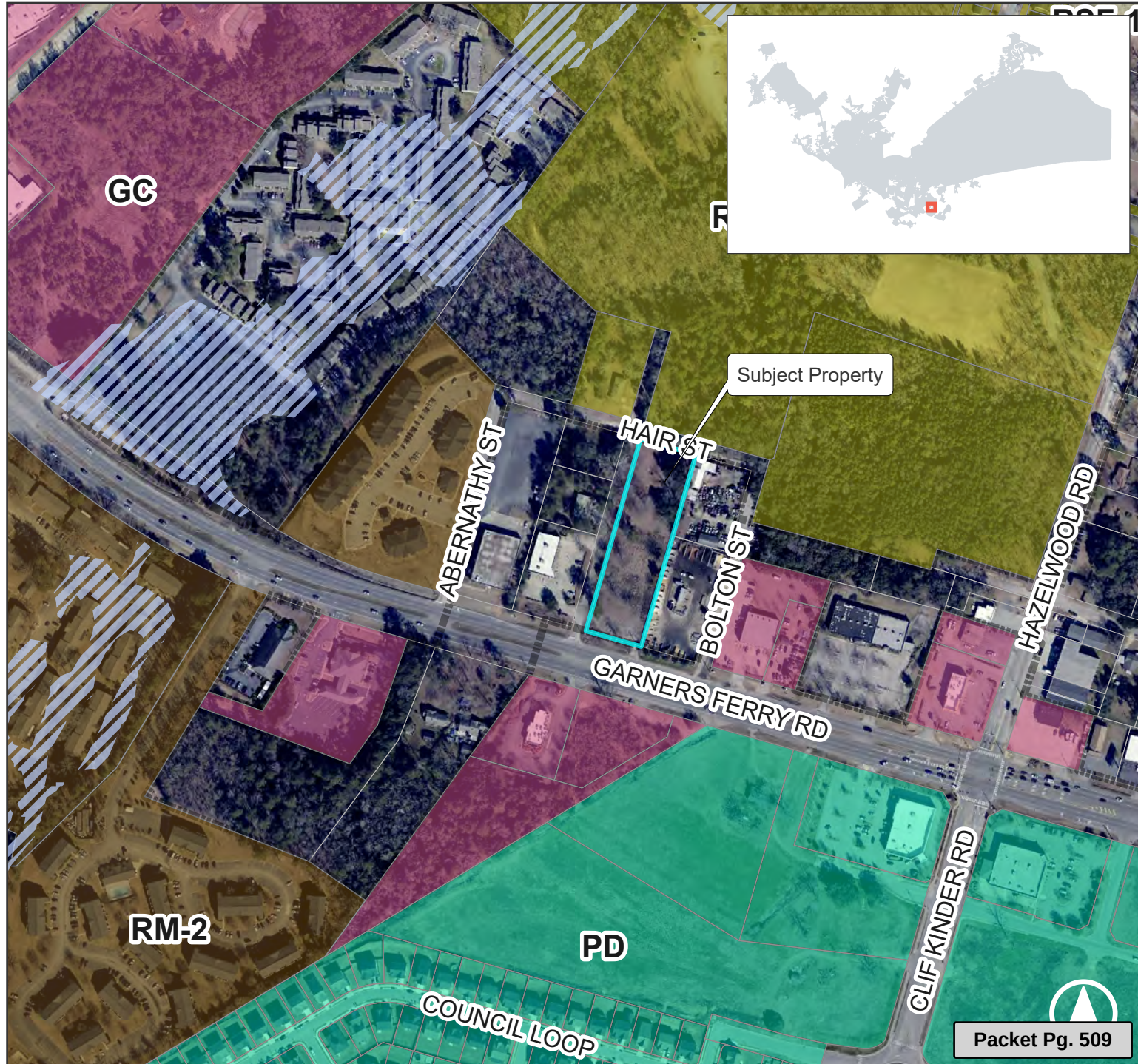
Zoning

7716 Garners Ferry Road, TMS# 19102-01-01
Current Richland Co. Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)

36.d

Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



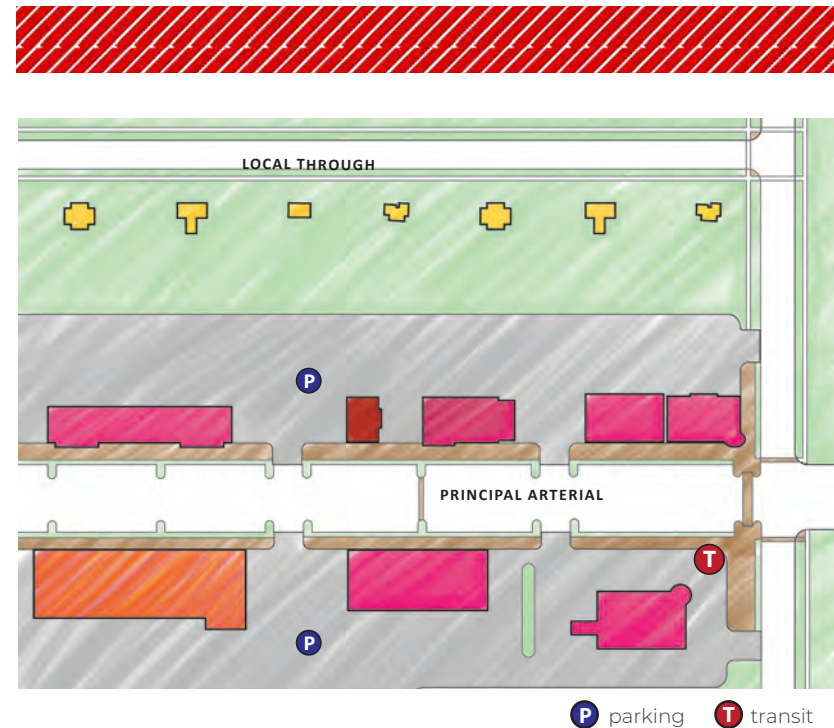
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Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community 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 and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

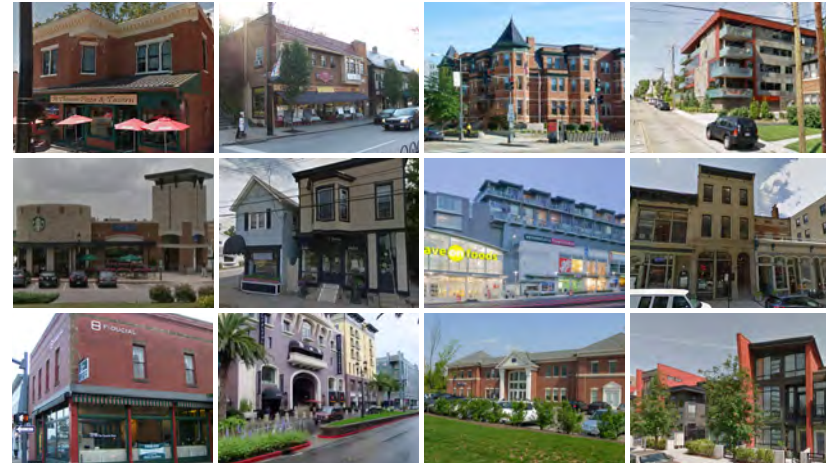
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Proposed Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Dwelling, mixed-use ²	Community recreation center ²	Elementary, middle, or high school
Dwelling, multifamily ²	Cultural facility	School, business or trade
Dwelling, single-family detached ²	Day care facility ¹	Hospital
Dwelling, two-family ²	Government office	Laboratory, medical or dental
Continuing care retirement community (CCRC) ¹	Library	Medical or dental clinic/office
Residential care facility ²	Membership organization facility	Nursing care facility
Broadcasting studio	Place of worship ¹	Arboretum or botanical garden
Newspaper or periodical publishing establishment	Public safety facility	Cemetery
	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ²	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM FUTURE LAND USE MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 1118,118 1/2,126,132 and 138 Bluff Road;
TMS# 11204-02-35,11204-02-34,11204-02-33,11204-02-32

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-074 - Annexing 118 Bluff Road, 118 ½ Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32

Council District: 3

Proposal: Request to assign interim land use classification of Urban Core Mixed Residential type 3(UCMR-3) and assign interim zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily - Medium density (RM-MD) and Residential Multifamily - High Density (RM-HD) by Richland County.

Applicant: Foxfire Management Company, LLC/City of Columbia

Staff Recommendation: Approval

Annexation

PC Recommendation: 06/08/2023; Approval (7-0)

ATTACHMENTS:

- **#a:** 2023-074 - Annex only Bluff Road (PDF)
- **#b:** Bluff118-138_Offer_Notice (PDF)
- **#c:** SIGNED_Bluff Road Annexation Petition (PDF)

- #d: AO-ANNEX-2023-0012_BluffRd_Council (PDF)

ORDINANCE NO.: 2023-074

Annexing 118 Bluff Road, 118 ½ Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32

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 Code Ann. § 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 _____, 2023, 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 Residential Two-Family – Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP), apportioned to City Council District 3, Census Tract 28, contains 2.1 acres, and shall be assigned an interim land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11204-02-35, 11204-02-34, 11204-02-33 and 11204-02-32

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 _____

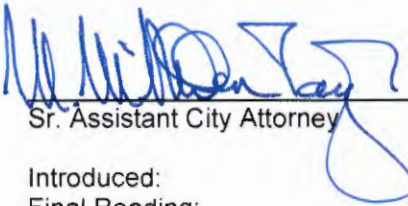
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Sr. Assistant City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2023-074
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels, or lots of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, together containing 2.1 acres, more or less, and shown and designated as lots 32, 33, 34, and 35, block 02, of Richland County Tax Map 11204. Said parcels having such boundaries and measurements as shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 31, 2023

RE: **Property Addresses:** 118, 118 1/2, 126, 132, and 138 Bluff Road
Richland County TMS#: 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32
Owner(s): Foxfire Management Company, LLC/City of Columbia
Current Use: Vacant Residential Zoned
Proposed Use: Institutional
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Mixed Residential – Type 3 (UCMR-3)
Current County Zoning: Residential Multifamily - Medium Density (RM-MD) and Residential Multifamily - High Density (RM-HD)
Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 28

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 8, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: _____ (Land Use classification) by _____.

on _____ (mm/dd/yyyy).

Planning Commission Zoning Recommendation: _____ (Zoning classification) by _____.

on _____ (mm/dd/yyyy).

 (Signature of Annexation Coordinator)



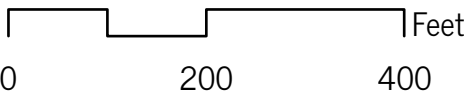
Future Land Use

118, 118 1/2, 126, 132, and 138 Bluff Road, TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Mixed Residential Type 3 (UCMR-3)

37.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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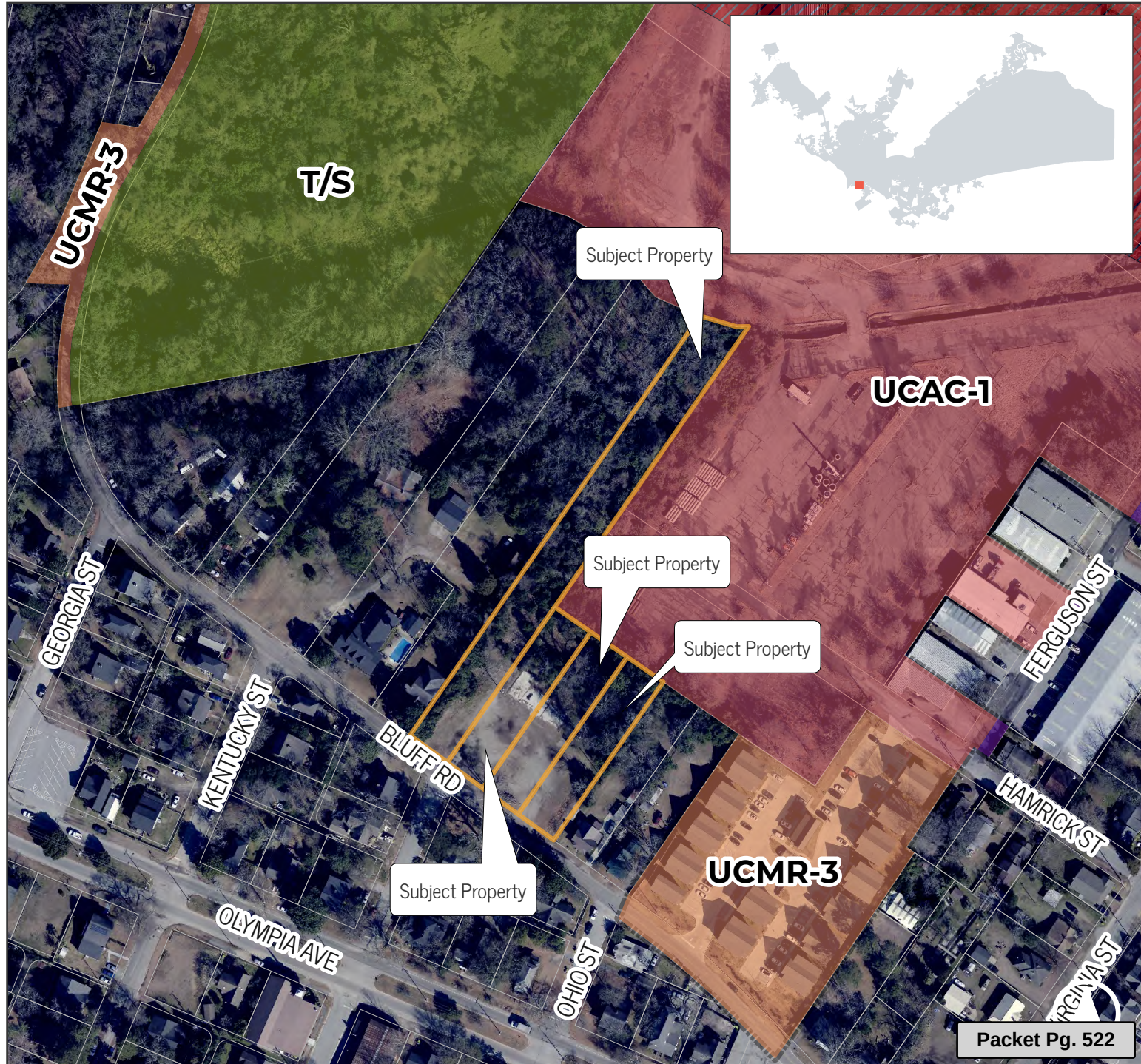


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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Packet Pg. 522

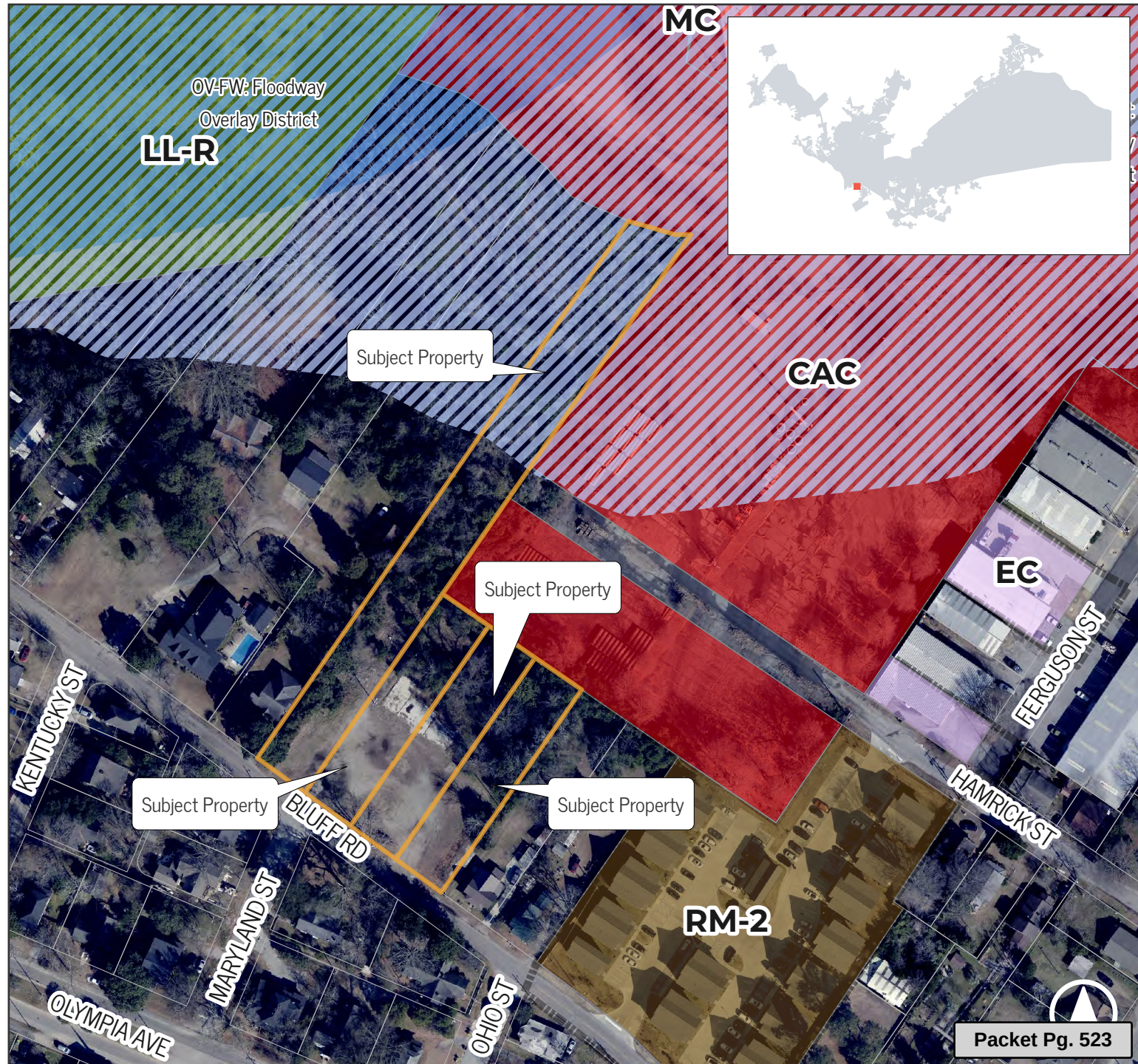
Zoning

118, 118 1/2, 126, 132, and 138 Bluff Road, TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32
 Current Richland Co. Zoning: Residential Multifamily - Medium Density (RM-MD) and Residential Multifamily - High Density (RM-HD)
 Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV)

37.b

Legend

- CAC: Community Activity Center/Corridor
- MC: Mixed Commercial District
- RM-2: Residential Mixed
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet

Planning & Development Services Department

Created by: ladeforth Date: 4/28/2023



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Packet Pg. 523

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels, or lots of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, together containing 2.1 acres, more or less, and shown and designated as lots 32, 33, 34, and 35, block 02, of Richland County Tax Map 11204. Said parcels having such boundaries and measurements as shown on said tax map.

Richland County TMS: 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32
 Property Address: 118, 118 ½, 126, 132, and 138 Bluff Road

Seller:

Foxfire Management Company, LLC

DocuSigned by:
 BY: Ben Whited
 DB1E750FB3BD48D...
 (Signature)

Date: 5/31/2023

Ben whited
 (Print or type name)

ITS: Manager
 (Print or type title)

Buyer:

City of Columbia

BY: Teresa B. Wilson
 Teresa B. Wilson

Date: 5/31/2023

ITS: **City Manager**





CITY COUNCIL

June 20, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY

118, 118 1/2, 126, 132, and 138 Bluff Road;

TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32

Council District:	3
Proposal:	Request to assign interim land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign interim zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily - Medium Density (RM-MD) and Residential Multifamily - High Density (RM-HD) by Richland County.
Applicant:	Foxfire Management Company, LLC/City of Columbia
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	06/08/2023; Approval (7-0)
First Reading:	06/20/2023; Pending
Second Reading:	07/18/2023; Pending
ZMA, FLU Confirmation	
PC Recommendation:	09/14/2023; Pending
1st Reading:	10/17/2023; Pending
2nd Reading:	11/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.1 acres
Current Use: Vacant Residential Zoned
Proposed Use: Institutional
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole – Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Interim Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)
Current County Zoning: Residential Multifamily - Medium Density (RM-MD) and Residential Multifamily - High Density (RM-HD)
Proposed City Interim Zoning: Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)
Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The property is the site of the proposed Olympia Fire Station replacement project.

Fire

The proposed annexation is for the proposed Olympia Fire Station replacement project.

Solid Waste

Solid Waste will provide services to this proposed fire station.

Engineering

These properties are not currently served by City water or sewer, however this property will be owned by the City of Columbia.

Water Customer Care

This will be a City-owned property.

Planning & Development Services

We recommend approval of the annexation of this property, which is for the proposed Olympia Fire Station replacement project and located within an area designated as a Donut Hole – Primary in the Urban Service Area plan. The proposed interim land use classification and zoning designation is consistent with the joint City/County Capital City Mill District Area & Corridor Plan, and allows a fire station as a permitted use.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole – Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the

quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia sub area (pages 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: “mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)” (page 32). The plan did propose on-street bicycle facilities in the form of a shared lane along Bluff Road (pages 62-63).

PROPOSED ZONING DISTRICT SUMMARY

The northwestern most property is currently zoned Residential Multifamily – Medium Density (RM-MD) and the remaining properties are currently zoned Residential Multifamily – High Density (RM-HD) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Community Activity Center/Corridor (CAC) to the north and east. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the west, south, and southeast.

The proposed City of Columbia interim zoning district is Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP)

Refer to the attached RD-MV zoning district description.

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

STAFF RECOMMENDATION

Staff recommends the assignment of an interim future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and interim zoning of Residential Two-Family - Mill Village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP) at the time of annexation.



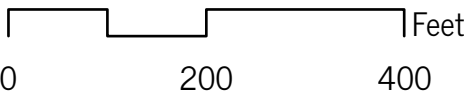
Future Land Use

118, 118 1/2, 126, 132, and 138 Bluff Road, TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Mixed Residential Type 3 (UCMR-3)

37.d

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- 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
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

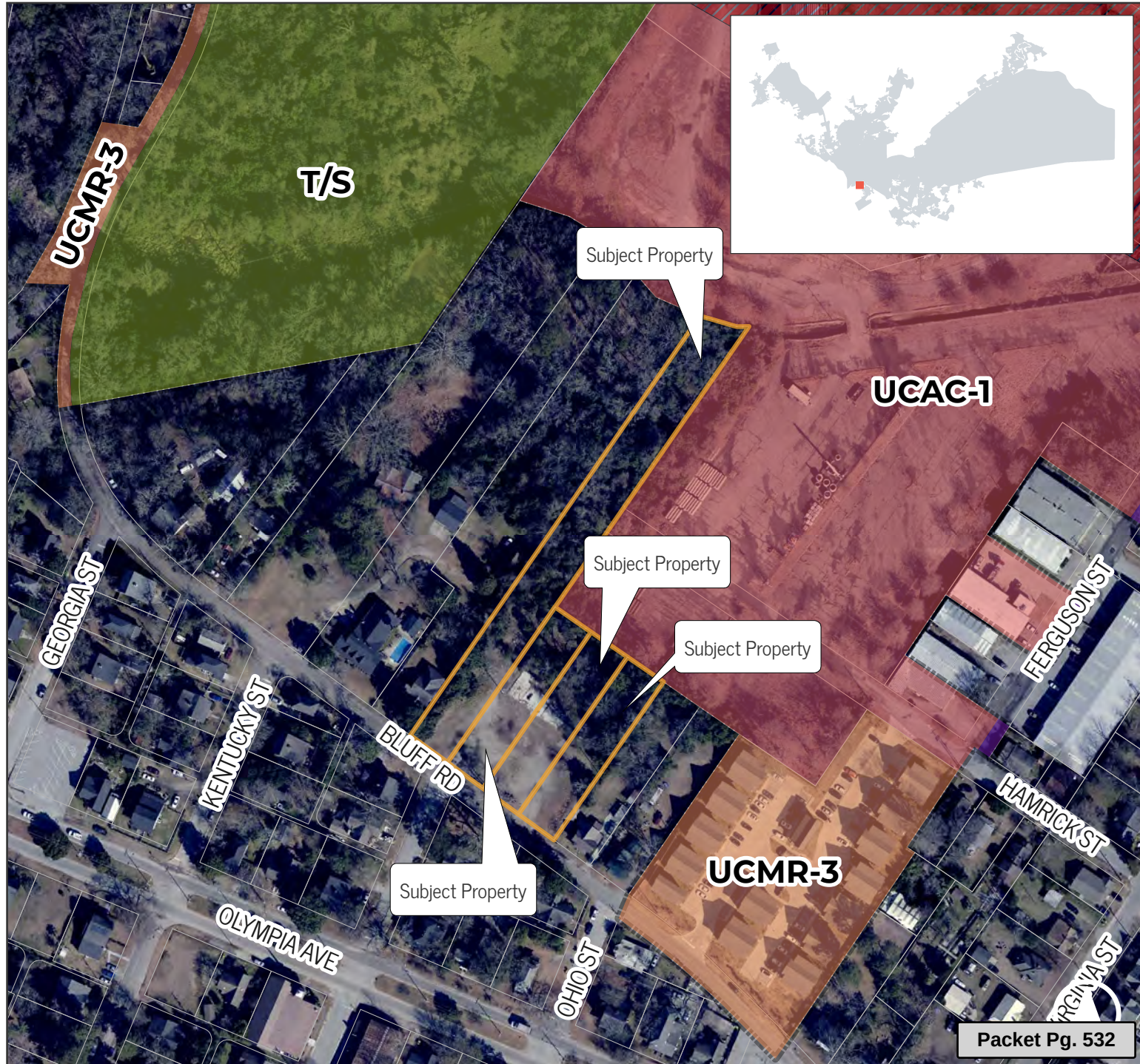


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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Packet Pg. 532

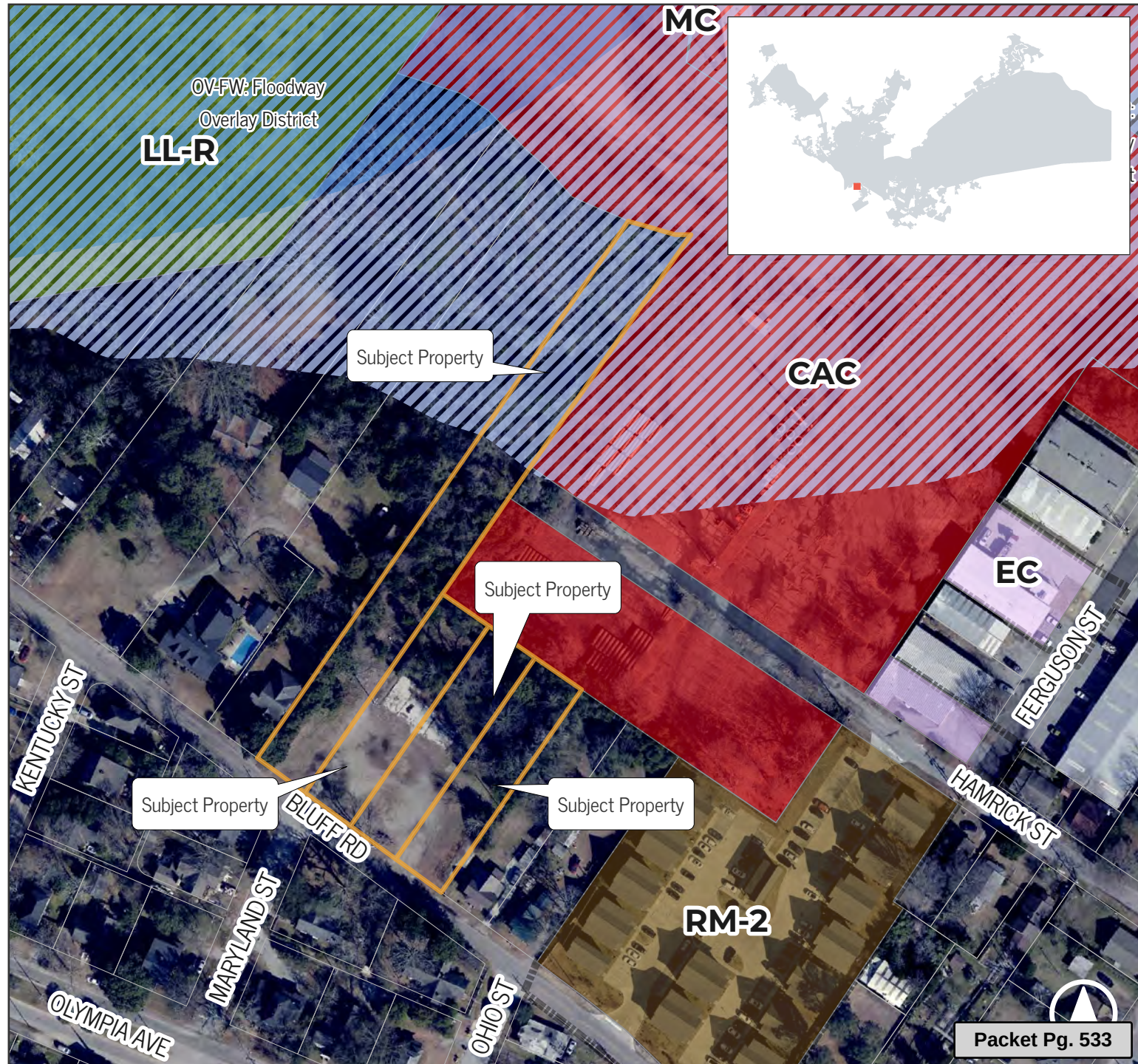
Zoning

118, 118 1/2, 126, 132, and 138 Bluff Road, TMS# 11204-02-35, 11204-02-34, 11204-02-33, 11204-02-32
 Current Richland Co. Zoning: Residential Multifamily - Medium Density (RM-MD) and Residential Multifamily - High Density (RM-HD)
 Proposed City Zoning: Residential Two-Family - Mill Village District (RD-MV)

37.d

Legend

- CAC: Community Activity Center/Corridor
- MC: Mixed Commercial District
- RM-2: Residential Mixed
- EC: Employment Campus District
- LL-R: Large Lot - Reserve District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet

Planning & Development Services Department

Created by: ladeorth Date: 4/28/2023



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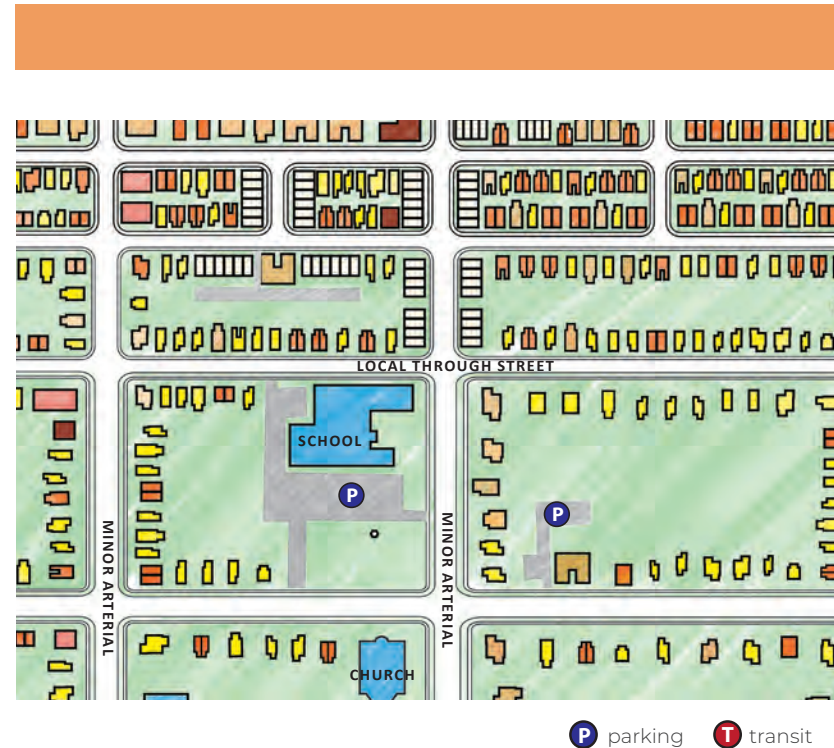
Packet Pg. 533

Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.



UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



RD-MV: Residential Two-Family – Mill Village District

Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,300
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
Front Yard Setback, min. (ft.)	5
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	5
Building Height, max. (ft.)	35

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Elementary, middle, or high school ²
Cottage Neighborhood Development	Arboretum or botanical garden ²
Dwelling, single-family detached	Cemetery ²
Dwelling, two-family	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE for Public Notification**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-069 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.4 Standard Review Procedures, (f) Scheduling of Public Hearing and Public Notification, (2) Public Notification, (d) Required Content

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance of the City of Columbia, South Carolina"

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 5/11/2023; Approval (7-0)

ATTACHMENTS:

- **#a:** TA-2023-002 Posting ZPH Packet (PDF)
- **#b:** 2023-069 - Amending Chapter 17 Article II (PDF)
- **#c:** TA-2023-0002 Posting ZPH Packet (PDF)



CITY COUNCIL

June 20, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Update Text

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approved (7-0)

DETAIL

The Unified Development Ordinance requires public notification for various types of applications and Board hearings. Notification typically occurs by publication, mail, and/or posting of the property. The current posting method utilizes wooden stakes and posters. Weather conditions can make this method difficult, as stakes are difficult to drive into the ground and posters often get blown off of the stakes. The Planning & Development Services Department has identified a more reliable and user-friendly method of posting and will soon be procuring new stakes and posters.

In conjunction with new posters, staff has redesigned the content to streamline the amount of text to make them clearer and easier to read. The proposed text amendment is necessary to achieve this streamlining by removing language that is not required by state law; however, City standards will still exceed state requirements. In lieu of much of the written text, a phone number and a QR code that will link to additional project information on the city website will be included on the sign.

STAFF RECOMMENDATION

Staff recommends the Planning Commission recommend to City Council to approve the request.

d. Required Content**1. Published ~~and Posted~~ Notices**

All required published ~~and posted~~ notices of a hearing shall, at a minimum:

- (a) ~~Identify the application by name or application number~~ State the date, time, and place of the hearing;
- (b) Identify the property location ~~affected~~;
- (c) State the type of ~~application request and the nature and scope of the proposed development or action;~~
- ~~(d) State the date, time, and place of the hearing; and~~
- (d) State how additional information about the application may be obtained ~~and how and where comments on the application may be submitted before the hearing.~~

2. Posted Notices

All required posted notices of a hearing shall, at a minimum:

- (a) State the date, time, and place of the hearing;
- (b) Identify the property location; and
- (c) State the type of request

23. Mailed Notices

All required mailed notices of a hearing shall, at a minimum:

- (a) Identify the application by name or application number;
- (b) State the type of application and the nature and scope of the proposed development or action;
- (c) Identify the location of the land subject to the application by street address, legal description, or tax map number, and include a location map;
- (d) State the date, time, and place of the hearing and state that interested persons may appear, speak, and submit evidence or comments at the hearing; and
- (e) State how additional information about the application may be obtained and how and where comments on the application may be submitted before the hearing.

e. Copy of Notice Maintained

- 1. The ZA shall maintain in the ZA's office a copy of any notification provided by the ZA in accordance with this subsection.
- 2. The LDA shall maintain in the LDA's office a copy of any notification provided by the LDA in accordance with this subsection.

f. Registration to Receive Notice by Mail

Any person, neighborhood organization, or other organization in the City

may register with the ZA to receive written notice of all applications in accordance with Sec. 17-2.4(f)(2)d.2, Mailed Notices. To be eligible for registration, the applicant shall provide the ZA information in the form required by the ZA to ensure notification can be made to the organization, along with a fee to defray the costs.

ORDINANCE NO.: 2023-069

Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.4 Standard Review Procedures, (f) Scheduling of Public Hearing and Public Notification, (2) Public Notification, (d) Required Content

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 2, Administration, Sec. 17-2.4, Standard Review Procedures is amended to read as follows:

Article 2: Administration

Sec. 17-2.4. Standard Review Procedures

(f) Scheduling of Public Hearing and Public Notification

(2) Public Notification

d. Required Content

1. ~~Published and Posted~~ Notices

All required published ~~and posted~~ notices of a hearing shall, at a minimum:

(a) ~~Identify the application by name or application number~~ State the date, time, and place of the hearing;

(b) Identify the property location affected;

(c) State the type of application request ~~and the nature and scope of the proposed development or action;~~

~~(d) State the date, time, and place of the hearing; and~~

~~(ed)~~ State how additional information about the application may be obtained and how and where comments on the application may be submitted before the hearing.

2. Posted Notices

All required posted notices of a hearing shall, at a minimum:

(a) State the date, time, and place of the hearing;

(b) Identify the property location; and

(c) State the type of request

23. Mailed Notices

All required mailed notices of a hearing shall, at a minimum:

(a) Identify the application by name or application number;

(b) State the type of application and the nature and scope of the proposed development or action;

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- (d) State the date, time, and place of the hearing and state that interested persons may appear, speak, and submit evidence or comments at the hearing; and
- (e) State how additional information about the application may be obtained and how and where comments on the application may be submitted before the hearing.

e. Copy of Notice Maintained

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Requested by:

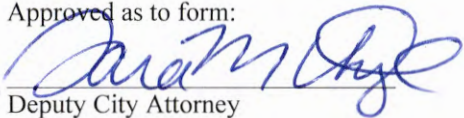
ACM Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

June 20, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Update Text

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 5/11/2023; Approval (7-0)

DETAIL

The Unified Development Ordinance requires public notification for various types of applications and Board hearings. Notification typically occurs by publication, mail, and/or posting of the property. The current posting method utilizes wooden stakes and posters. Weather conditions can make this method difficult, as stakes are difficult to drive into the ground and posters often get blown off of the stakes. The Planning & Development Services Department has identified a more reliable and user-friendly method of posting and will soon be procuring new stakes and posters.

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STAFF RECOMMENDATION

Staff recommends City Council approve the request.

d. Required Content**1. Published ~~and Posted~~ Notices**

All required published ~~and posted~~ notices of a hearing shall, at a minimum:

- (a) ~~Identify the application by name or application number~~ State the date, time, and place of the hearing;
- (b) Identify the property location ~~affected~~;
- (c) State the type of ~~application request and the nature and scope of the proposed development or action;~~
- ~~(d) State the date, time, and place of the hearing; and~~
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23. Mailed Notices

All required mailed notices of a hearing shall, at a minimum:

- (a) Identify the application by name or application number;
- (b) State the type of application and the nature and scope of the proposed development or action;
- (c) Identify the location of the land subject to the application by street address, legal description, or tax map number, and include a location map;
- (d) State the date, time, and place of the hearing and state that interested persons may appear, speak, and submit evidence or comments at the hearing; and
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may register with the ZA to receive written notice of all applications in accordance with Sec. 17-2.4(f)(2)d.2, Mailed Notices. To be eligible for registration, the applicant shall provide the ZA information in the form required by the ZA to ensure notification can be made to the organization, along with a fee to defray the costs.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-073 - Granting an encroachment to Optus Bank for the use of the right of way areas of the 1500 block of Gervais Street and the 1200 block of Bull Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 1501 Gervais Street, Richland County TMS # 11401-05-14

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-073 - Optus Bank Encroachment (PDF)
- **#b:** Optus Bank Encroachment case packet (PDF)

ORDINANCE NO.: 2023-073

Granting an encroachment to Optus Bank for the use of the right of way areas of the 1500 block of Gervais Street and the 1200 block of Bull Street for the installation and maintenance of sidewalks, landscaping and irrigation adjacent to 1501 Gervais Street, Richland County TMS # 11401-05-14

WHEREAS, Optus Bank, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1500 block of Gervais Street and the 1200 block of Bull Street for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred ninety (190') feet in length, landscaping and irrigation adjacent 1501 Gervais Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 1500 block of Gervais Street and the 1200 block of Bull Street adjacent to 1501 Gervais Street, Richland County TMS# 11401-05-14, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred ninety (190') feet in length, landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

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

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

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

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

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

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

3. Grantee is responsible for maintaining landscaping and improvements.

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

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

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

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

8. Street tree planting pits shall be connected below the sidewalk to the liriopie beds with structural soil or tree planting pits beneath the sidewalk shall be increased to two hundred (200) square feet in size at a depth of eighteen (18") inches.

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

Requested by:

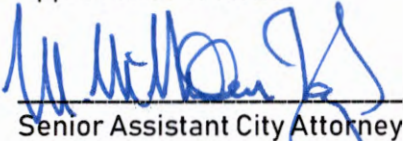
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

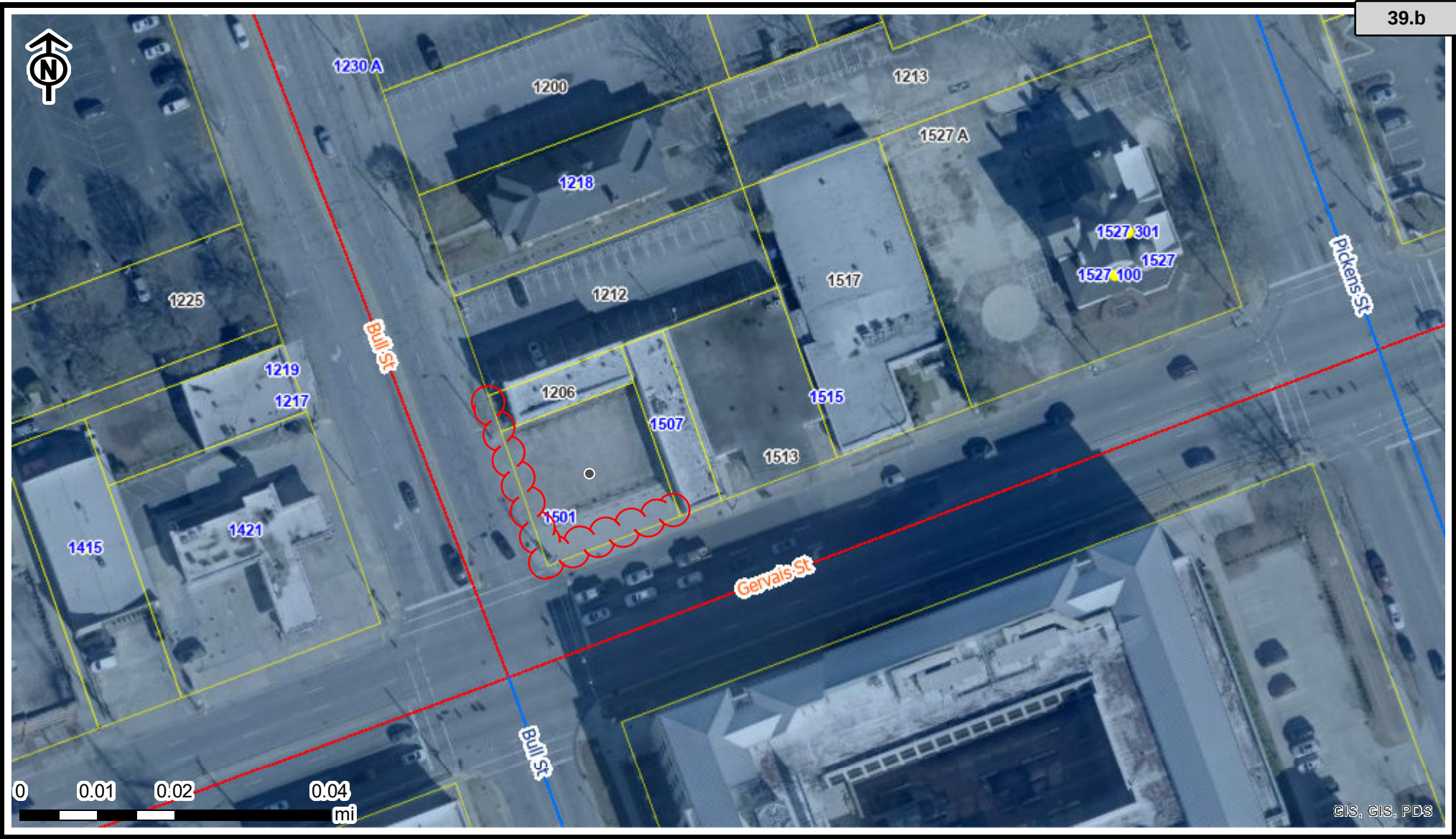
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-073**



**1500 BLOCK OF GERVAIS STREET AND 1200 BLOCK OF BULL STREET
ADJACENT TO 1501 GERVAIS STREET
SIDEWALKS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1501 Gervais Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping and irrigation.
Applicant:	Optus Bank
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred ninety (190') feet in length, landscaping and irrigation adjacent to 1501 Gervais Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Street tree planting pits shall be connected below the sidewalk to the liriopie beds with structural soil or tree planting pits beneath the sidewalk shall be increased to two hundred (200) square feet in size at a depth of eighteen (18') inches.
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City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, May 30, 2023

Address Point Street & Ownership

- Active
- Vacant
- Tax Parcel

- Interstate
- Highway
- City Maintained
- State Maintained

- Private
- Others
- Columbia City Limits
- Red: Band_1
- Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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

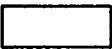
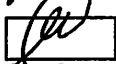
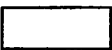


Permanent Encroachment

Application and Checklist

Checklist for All Applications

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

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



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name: <u>Optus Bank: Gregory Williams, project director for the bank branch bank</u>	
Optus Bank	
1241 Main Street	
Columbia, SC 29201	
Phone (803) 733 8100	Email gwilliams@optusbank

2. Property Information

Address: 1206 Bull Street	
Tax map reference: 11401-05-14 15	
Current use: Vacant	Proposed use: Branch Bank building

3. Property Ownership

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

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

Letters of agency are not required from adjoining property owners for work to be effected entirely within the right-of-way.



Permanent Encroachment

Application and Checklist

4. Project Description

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

The work consists of the construction of a two story branch bank of approximately 1,716 S.F. per floor. The outer faces of the building are to be set back 5' from the right-of-way on both street frontages.

Items to be placed in the right of way are shown on the attached "Lamp Post and Preliminary Planting Plan" and consist of the following improvements:

1. New sidewalk paving with curb and gutter to replace the existing sidewalks, curbs and gutters along the property frontage on both Gervais Street and Bull Streets. The new sidewalks are necessary to replace portions of the existing sidewalks which have vehicular curb cuts which are no longer needed and to add curbs and gutters to portions of both frontages where no curbs or gutters currently exist (photographs of portions of sidewalks where no curbs exist are attached).
2. A single lamp post in the sidewalk along Gervais Street. Specifications and the applicable manufacturer's cut sheets are attached. Installation of the lamp post will require saw cutting and installation of conduit in the existing sidewalk in front of the two adjoining properties (Tillman Salon and Midas Muffler) to allow connecting to the circuit of the existing lamp post in front of the Midas Muffler shop.
3. Planting of one shade tree on Gervais Street and one shade tree on Bull Street within the right-of-way. These trees are to be planted in unpaved 25"x 48" areas in the sidewalk, the street side of which is to be the back edge of the new curb.

For staff use only

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

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

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

Proposed Site Plan

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

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
The existing site plan (which also shows the demolition of an existing on-site building now demolished) is part of this encroachment application and has been sent to you in PDF format by Brandon Burnette, the City of Columbia Development Coordinator. Mr. Burnette has also sent to you this application. A vicinity map at a scale of 1" = 1000' is included in this application. All information items required in Section 5 of this application are delineated in the included documents. Letters of agency are not required from adjoining property owners for work to be effected in the right-of-way.		
	☒	☐
	☒	☐
	☒	☐

6. Acknowledgement

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

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

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

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

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

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

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

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

7. Signature

Signature of Applicant	
	
Print Name	Date
Gregory Williams	3/29/23

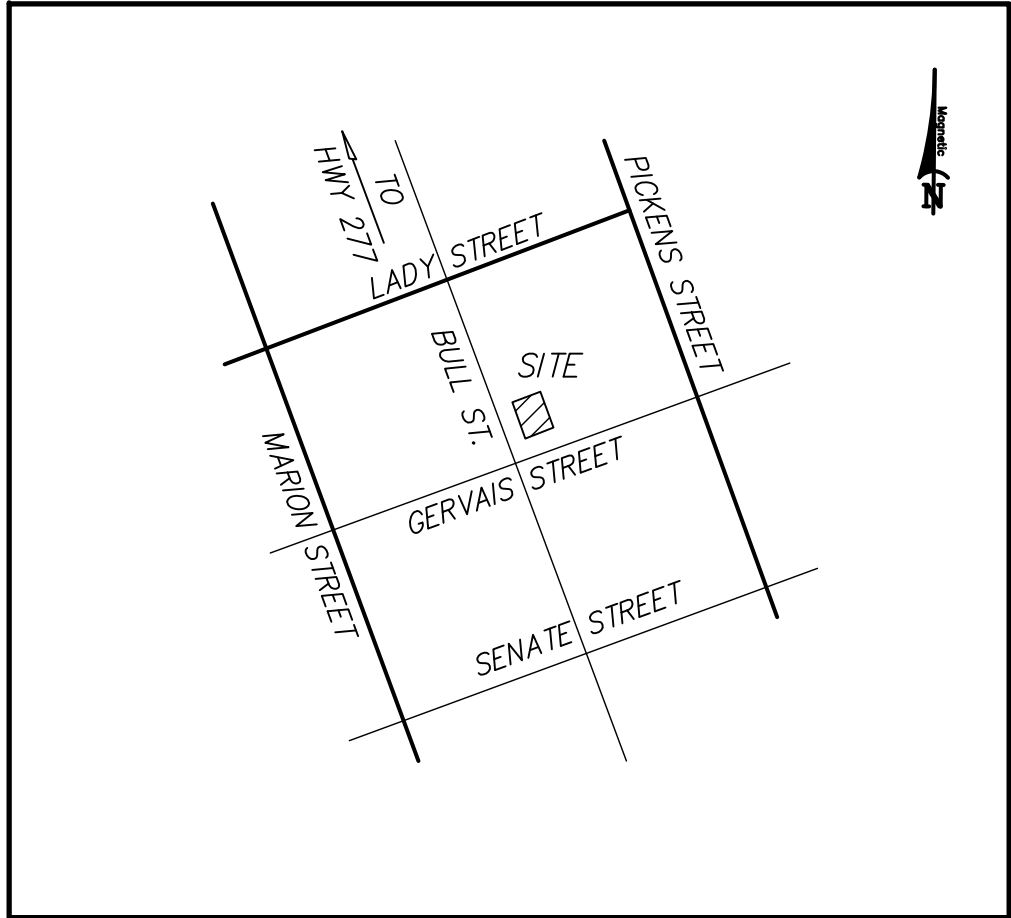
OPTUS BANK

PREPARED FOR

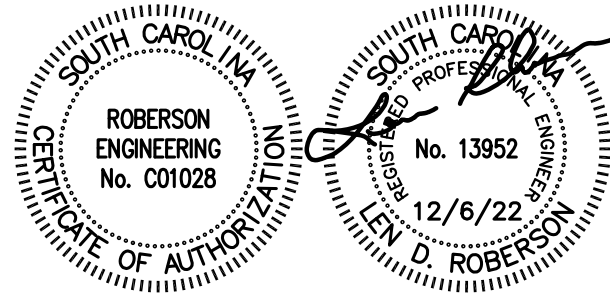
OPTUS BANK

COLUMBIA ~ SOUTH CAROLINA

OCTOBER 2022



VICINITY MAP
SCALE: NTS



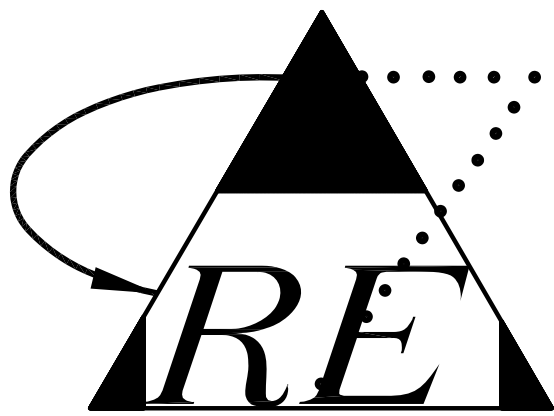
SHEET No.	TITLE
1	COVER SHEET
C-1	EXISTING SITE AND DEMOLITION PLAN
C-2	STAKING PLAN
C-3	GRADING PLAN
C-4	CONSTRUCTION DETAILS AND NOTES

OWNER/DEVELOPER

OPTUS BANK
c/o MR. GREGORY WILLIAMS
1241 MAIN ST.
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 733-8100
gwilliams@optus.bank

ENGINEER

ROBERSON ENGINEERING
c/o MR. LEN ROBERSON, P.E.
110 TOWNSEND AVE.
GREER, SOUTH CAROLINA 29651
TELEPHONE: (803) 781-0006
robersonengr@sc.rr.com



ROBERSON

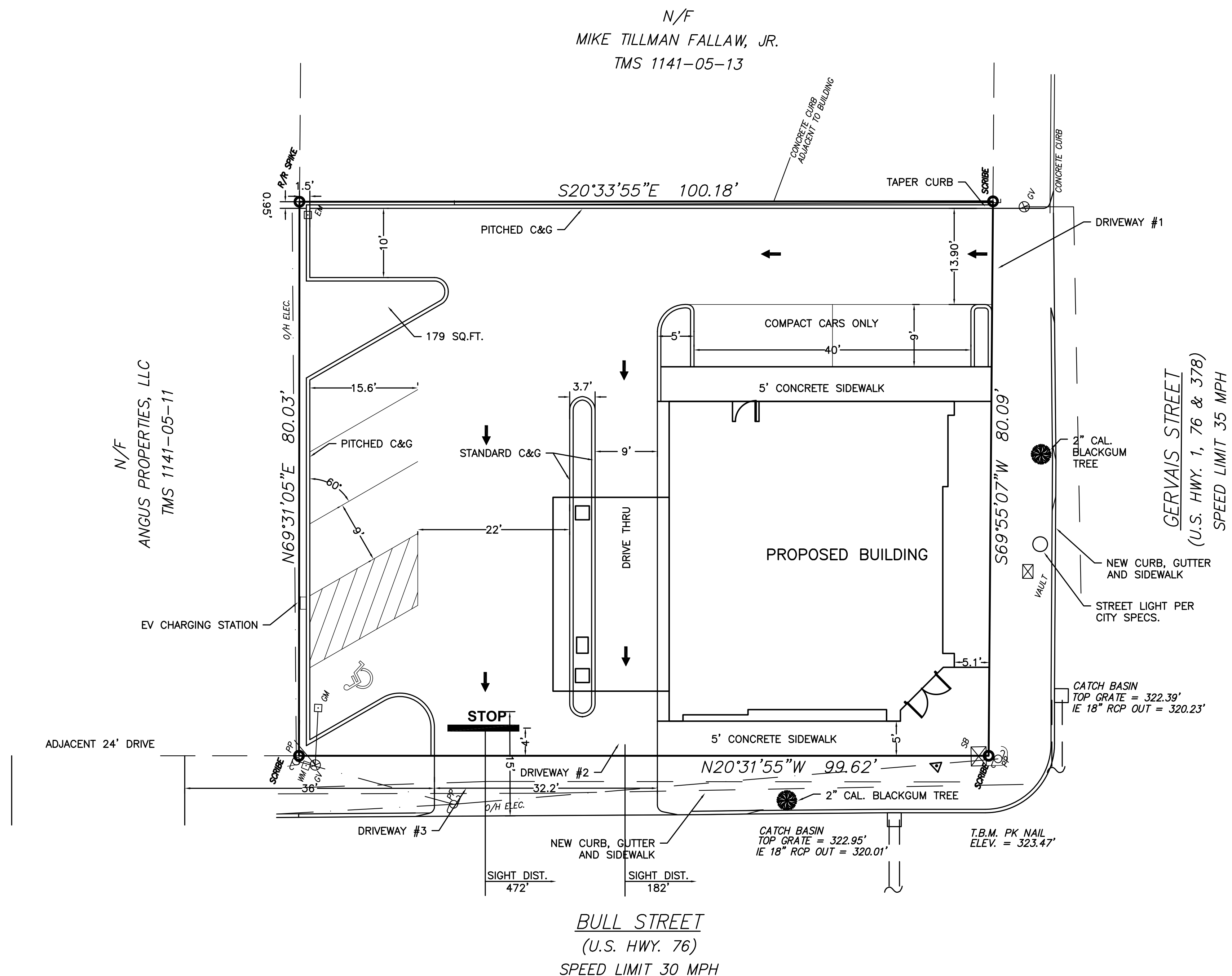
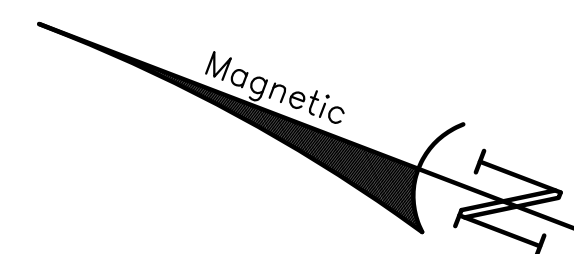
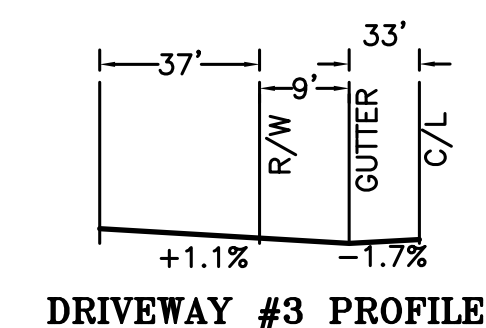
Greer

Engineering

South Carolina

NOTES: 1. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.

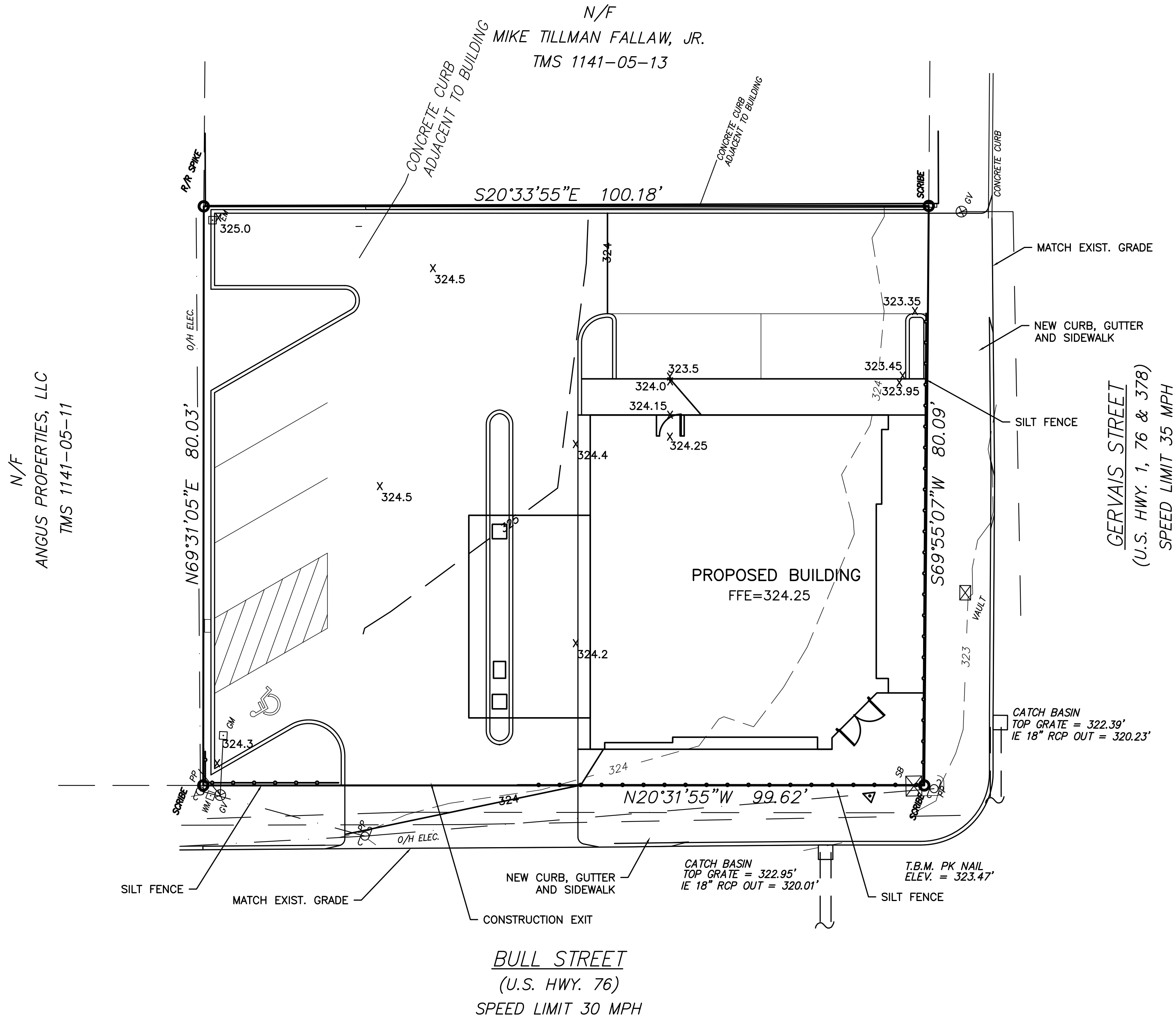
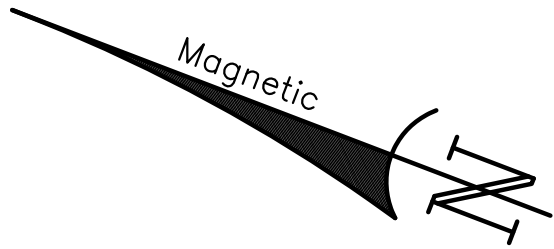
- NOTES: 1. THE NEW SIDEWALK WITHIN SCDOT R/W SHALL BE CONSTRUCTED IN ACCORDANCE WITH SCDOT STANDARD DRAWING 720-150-00.
2. THE NEW CURB/GUTTER WITHIN SCDOT R/W SHALL BE CONSTRUCTED IN ACCORDANCE WITH SCDOT STANDARD DRAWING 720-105-01.
3. THE NEW DRIVEWAYS WITHIN SCDOT R/W SHALL BE CONSTRUCTED IN ACCORDANCE WITH SCDOT STANDARD DRAWING 720-405-00.
4. TRAFFIC CONTROL FOR CONSTRUCTION WITHIN SCDOT R/W SHALL BE DONE IN ACCORDANCE WITH SCDOT STANDARD DRAWING 505-01.



1206 BULL ST.
0.18 ACRE
TMS 11401-05-14 & 15

PROJECT No. 22008		 OPTUS BANK COLUMBIA, SOUTH CAROLINA	 ROBERSON <i>Engineering</i> 110 Townsend Ave. Greer, South Carolina 29651	REVISIONS		
DATE: OCT, 2022	No.			DESCRIPTION	DATE	
SCALE: 1"=10'	DESIGNED BY: LDR			1.	ADDED DRIVEWAY PROFILES AND NOTE 4.	10/17/22
	DRAWN BY: LDR			2.	MOVED BUILDING BACK 5'.	12/6/22
	CHECKED BY: LDR	3.	REVISED PER CITY COMMENTS.	4/19/23		
SHEET No. C-2						
OF 5						

ELEVATIONS BASED ON NAVD 1988 DATUM



1206 BULL ST.
0.18 ACRE
TMS 11401-05-14 & 15

PROJECT No. 22008
DATE: OCT., 2022
SCALE: 1"=10'
DESIGNED BY: LDR
DRAWN BY: LDR
CHECKED BY: LDR
SHEET No. 4 OF 5

OPTUS BANK
COLUMBIA, SOUTH CAROLINA
GRADING PLAN

ROBERSON
Engineering
110 Townsend Ave.
Greer, South Carolina 29651
Phone: (803) 751-0006 • E-mail: robersoneng@scrr.com

REVISIONS

No.	DESCRIPTION	DATE

Civil Engineer
No. 13952
12/16/22
C. M. ROBERSON

Civil Engineer
No. 001028
C. M. ROBERSON

DATE: 12/16/22
PROJECT: 22008
SHEET: 4 OF 5
C-3



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-060 - An Ordinance Granting a Nonexclusive Franchise to Lumos Fiber of South Carolina, LLC for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-060 - Ordinance Granting Franchise to Lumos (PDF)
- **#b:** APPROVED_23016837_Columbia_Lumos Fiber_LLC_Franchise_4_28_23 (PDF)

ORDINANCE NO. 2023-060

An Ordinance Granting a Nonexclusive Franchise to Lumos Fiber of South Carolina, LLC for the Construction, Operation and Maintenance of Telecommunications Facilities in the City of Columbia, South Carolina

WHEREAS, Lumos Fiber of South Carolina, LLC has requested consent of the City of Columbia to use the streets and public places of the municipality to construct, install, maintain, and operate its telecommunications facilities for its own business purposes and profit; and

WHEREAS, it is the policy of the City of Columbia to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunications services, subject to the duty and authority of the City of Columbia to manage its streets, public property and rights-of-way, and to requirements under State and Federal law; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2023, that the City Manager is hereby authorized to enter into and execute a franchise to Lumos Fiber of South Carolina, LLC for the construction, operation and maintenance of telecommunications facilities within the corporate limits of the City of Columbia, South Carolina, upon the terms and conditions set forth in the Franchise Agreement attached as Exhibit A and incorporated herein.

If any section, subsection, or clause of this ordinance, including the Franchise Agreement, shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

This ordinance shall take effect upon the date of final reading.

Requested by:

Assistant City Manager Palen _____

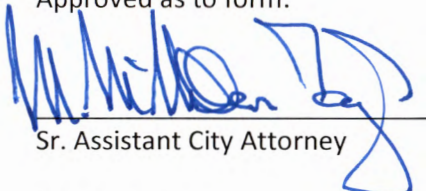
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Sr. Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY OF COLUMBIA, SOUTH CAROLINA NONEXCLUSIVE FRANCHISE
AGREEMENT WITH LUMOS FIBER OF SOUTH CAROLINA, LLC**

This Nonexclusive Franchise Agreement (hereinafter "AGREEMENT") is made and entered into as of this ____ day of _____ 2023 ("Effective Date"), by and between the CITY OF COLUMBIA, a South Carolina municipal corporation (hereinafter "CITY") and LUMOS FIBER OF SOUTH CAROLINA, LLC, a South Carolina limited liability company, (hereinafter "LUMOS" or "FRANCHISEE"), having its principal office at 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC, 27265.

WHEREAS, LUMOS is a limited liability company duly organized and existing under the laws of the State of South Carolina; and

WHEREAS, LUMOS desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the CITY for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the CITY; and

WHEREAS, as used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. § 58-9-10 and § 58-9-2200 (1), which includes operation and/or provision of access to transmission facilities and infrastructure for the transmission of voice, data, text, sound, and video using wired telecommunications networks, and 47 USC § 153; provided, however, for purposes of this Agreement, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC § 542.

WHEREAS, pursuant to S.C. Code Ann. § 5-7-30 and S.C. Code Ann. § 58-9-2230, the CITY has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and

WHEREAS, the CITY is agreeable to allowing LUMOS to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the CITY in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the CITY and LUMOS agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this AGREEMENT, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Columbia, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Columbia.

"City Engineer" means the City Engineer or her designee.

"City Manager" means the City Manager or her designee.

"City Property" means and includes all real property owned by the City deemed to be a public place or way by the City..

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Eligible Property" means multi-family housing properties identified by CITY and containing affordable housing units using the Area Median Income (AMI) for the Columbia Metropolitan Area as measured by the U.S. Department of Housing ("Eligible Properties").

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, Conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by FRANCHISEE in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"FRANCHISEE" or "Lumos" means Lumos Fiber of South Carolina, LLC.

"Public streets and public rights-of-way" or "public ways" include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

"Public works project or public improvements" include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

"SCDOT" means the South Carolina Department of Transportation.

"Telecommunications facilities" means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, Conduits, Ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by FRANCHISEE to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

"Unused Facilities" means where, pursuant to this Agreement, LUMOS has commenced the installation of certain Fiber Optic or other Cable and Related Facilities in the CITY'S public streets or public rights-of-way, and (i) such installation work has ceased and remains unfinished for a period of twelve (12) consecutive months; or (ii) after installation, such Fiber Optic or Other Cable and Related Facilities are unused, for whatever reason, for a period of twelve (12) consecutive months; then, in the event of (i) or (ii) such Fiber Optic or Other Cable and Related Facilities or any parts thereof shall be deemed to be unused. For the purposes of this definition, Fiber Optic or Other Cable and Related Facilities shall not be considered unused merely because the fiber is dark, and shall be considered in use if the facilities are connected to other Fiber Optic or Other Cable and Related Facilities owned by LUMOS that are used. Should all of the Fiber Optic or Other Cable and Related

Facilities be determined to be unused, then the City Manager shall, within thirty (30) days thereof, by certified mail, return receipt requested, notify LUMOS of the City's intent to determine if such Fiber Optic or Other Cable and Related Facilities are unused. LUMOS shall then have thirty (30) days to respond to the CITY by demonstrating that such facilities are used. If LUMOS is unable to demonstrate that the Fiber Optic or Other Cable and Related Facilities are used, they shall be deemed Unused Facilities and shall be subject to Section 3(c) below.

SECTION 2. GRANT OF FRANCHISE.

- (a) Grant of Authority. Subject to the terms of this AGREEMENT, the CITY hereby grants to FRANCHISEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace Fiber Optic or Other Cable and Related Facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City of Columbia. FRANCHISEE shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property. It is expressly agreed that this AGREEMENT does not give FRANCHISEE the right to occupy any public rights-of-way with permanent aboveground cabinets, pads, and other similar structures, except pursuant to the express approval of the CITY pursuant to the applicable provisions of Chapter 2 of the City Code or any successor ordinance, and that nothing in this Agreement shall be construed as consent by the CITY for FRANCHISEE to provide Cable Service within the City.
- (b) No Authority to Assign. FRANCHISEE acknowledges that this grant of authority is for the benefit of FRANCHISEE only, and that FRANCHISEE is not authorized to assign or otherwise allow other providers to use or occupy the public rights-of-way.
- (c) Certificate of Public Convenience. Prior to the commencement or continuation of any construction or operation in the corporate limits of the City, the FRANCHISEE shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission and the Federal Communications Commission. Evidence that such authority has been acquired or that it is not required must be filed with the CITY.
- (d) Future Ordinances. FRANCHISEE acknowledges that, to the extent allowed by State and Federal law, the CITY has the authority, to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the

public streets and public rights-of-way in the City. FRANCHISEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

- (e) No Property Interest. This AGREEMENT is not a grant by the CITY of any fee simple or other property interest and is made subject and subordinate to the prior and continuing right of the City of Columbia to use the public streets and public rights-of-way occupied by FRANCHISEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.
- (f) Compensation. In consideration of the grant of authority to utilize the streets and public rights-of-way of the CITY for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, FRANCHISEE shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by S.C. Code Ann. § 58-9-2220 and S.C. Code Ann. § 58-9-2230 and as may be enacted and imposed by the CITY. The FRANCHISEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the CITY. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained may be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the CITY will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and nondiscriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.
- (g) Police Power. Except as specifically provided herein, or otherwise mandated by law, the privilege granted to FRANCHISEE by this ordinance does not exempt or excuse FRANCHISEE from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment that are in effect on the Effective Date of the AGREEMENT and in the

future. FRANCHISEE is subject to payment of fees of general applicability such as building permit fees and zoning permit fees that are not related to the telecommunications company's occupation of or work within the public right of way.

- (h) Non-Discrimination. FRANCHISEE shall not deny service, deny access, or otherwise discriminate in the availability, rates, terms, or conditions of services provided to residential Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, gender identity, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. FRANCHISEE shall comply at all times with all applicable law relating to nondiscrimination with respect to the provision of services. FRANCHISEE shall not deny access to service to any group of potential subscribers because of the income of the residents of the local area in which such group resides.
- (i) Service Provision. Following construction and activation of the Telecommunications Facilities in an area, FRANCHISEE shall provide broadband service to each household requesting broadband service located within that area, including each multiple dwelling unit in the area, except for multiple dwelling units or any other private property to which FRANCHISEE cannot obtain legal access on commercially reasonable terms.
- (j) Effective Date. This AGREEMENT shall be in full force and effect from and after the date of its approval by City Council; provided, however, that notwithstanding such approval, this AGREEMENT shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the CITY, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

SECTION 3. TERM OF AGREEMENT.

- (a) Initial Term and Renewal. The term of this AGREEMENT shall be for an initial term of twenty (20) years, commencing on the Effective Date ("Initial Term"). Unless either party gives ninety (90) days written notice of its intention to terminate the AGREEMENT prior to the end of the Initial Term, the AGREEMENT shall thereafter automatically renew for one (1) additional ten (10) year term, for a maximum of thirty (30) years; however, such renewal shall not automatically occur if any material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days written notice prior to the end of a Renewal Term. Upon termination of this AGREEMENT as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an

extension, FRANCHISEE shall be prohibited from further access to the public rights-of-way in the City of Columbia.

- (b) Breach Notice. In the event that the CITY determines that FRANCHISEE is in breach of its material obligations or duties under this AGREEMENT, the CITY may give written notice to FRANCHISEE setting forth in reasonable detail the nature of such breach. If FRANCHISEE fails to cure such breach within ninety (90) days from the date of FRANCHISEE'S receipt of such notice, or within such other reasonable time as may be agreed to in writing by the parties, then CITY, at its option, may terminate this AGREEMENT upon giving FRANCHISEE written notice of termination.
- (c) Removal or Abandonment. Upon the termination or expiration of this AGREEMENT, including any renewal period, or if any portion of FRANCHISEE'S facilities are deemed Unused Facilities, FRANCHISEE shall remove its telecommunications facilities, or, if applicable, the Unused Facilities, from the City's public streets and public rights-of-way at its own expense; provided, however, that if directed or authorized by the CITY in writing, FRANCHISEE may abandon some or all of the facilities in place, and such facilities shall become the property of the CITY upon their abandonment. If in the event FRANCHISEE fails to remove its facilities within ninety (90) days after termination or after such facilities are deemed to be Unused Facilities, except facilities abandoned in place at the direction of, or with the consent of the CITY, the CITY may cause such facilities to be removed, without further notice, and charge the cost for removal to FRANCHISEE, which shall pay such costs within thirty (30) days of the demand to do so. The CITY may collect such costs, expenses and attorney's fees as debts owed to the CITY by bringing action in any court of competent jurisdiction to enforce this section 3(c). The CITY shall also have a lien on the property of FRANCHISEE in an amount equal to all such costs, expenses, and legal fees associated with collection efforts.

SECTION 4. CONSTRUCTION; LOCATION OR RELOCATION OF FACILITIES.

All of FRANCHISEE'S facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the CITY.

- (a) Underground Installation. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, FRANCHISEE shall also install its telecommunications facilities underground. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are

relocated underground within a particular segment of a street or public right-of-way of the City, FRANCHISEE shall relocate its facilities underground within a reasonable amount of time after notification by the CITY that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the CITY, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

- (b) No Interference. The facilities of FRANCHISEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. FRANCHISEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the CITY. In the performance and exercise of its rights and obligations under this AGREEMENT, FRANCHISEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the CITY. Nothing in this AGREEMENT shall be construed to abrogate or limit the right of the CITY to perform any public works or public improvements.
- (c) Remedy for Interference. If any facilities of FRANCHISEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the CITY (or such other period of time set forth in Section 4(b) or as may be agreed upon in writing by the CITY and FRANCHISEE), FRANCHISEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Manager or City Engineer. If FRANCHISEE fails to so protect, alter, remove, or relocate equipment within such period, the CITY may break through, remove, alter, or relocate the facilities of FRANCHISEE without any liability to CITY, and FRANCHISEE shall pay to the CITY the costs incurred in connection with such breaking through, removal, alteration, or relocation. FRANCHISEE shall also reimburse the CITY for or bear any additional cost actually incurred by the CITY as a result of FRANCHISEE's failure to comply with the CITY'S request to protect, alter or remove equipment under this Agreement. The CITY may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the CITY, by bringing action in any court of competent jurisdiction or exercising the CITY'S rights to draw on bonds or in any other lawful manner, individually or in combination.
- (d) Emergency Response. The CITY retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the

City as the CITY may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The CITY will endeavor to provide prior notice to FRANCHISEE of such emergencies which may impact its telecommunications facilities. If CITY is unable to provide prior notice of the life-threatening emergency as described above, CITY shall be required to notify FRANCHISEE within twenty-four (24) hours of the occurrence of such emergency.

- (e) Right to Designate Location of Telecommunication Facilities. The CITY shall have the right to specifically designate the location of the facilities of FRANCHISEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the CITY to designate the location of FRANCHISEE's facilities shall not relieve FRANCHISEE of its responsibilities in matters of public safety, as provided in this AGREEMENT.
- (f) Relocation of Telecommunications Facilities. Except in the cases of emergencies, FRANCHISEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted, or such requirement is waived, by the City Manager. The City Manager shall either approve or deny FRANCHISEE's request to relocate its facilities within fifteen (15) days of receipt of FRANCHISEE's request. Such permission shall not be unreasonably withheld by the City Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by FRANCHISEE shall also be coordinated with the CITY'S annual paving program through the Office of the City Engineer.
- (g) Extent and Duration of Excavation, Disturbance or Obstruction. FRANCHISEE shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. FRANCHISEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall

be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by FRANCHISEE, FRANCHISEE shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to the public of the existence of all actual conditions present. All traffic control measures shall comply with SCDOT standards regardless of street ownership. FRANCHISEE shall place the following along the proposed construction route: (1) large folding signs informing the community that construction is about to begin, (2) door hangers in specific areas of higher impact in FRANCHISEE's sole discretion two to three weeks before starting construction, and (3) small yard signs one to two weeks prior to passing houses and businesses. FRANCHISEE shall also send the CITY and County a list each morning that provides locations at which FRANCHISEE's contractors will be working that day. FRANCHISEE shall make adjustments in schedule to have minimum impact upon business operations, which may include work conducted after business hours. FRANCHISEE shall take pre-construction and post-construction photographs and videos along the construction route and submit to the CITY. Post-construction photographs and videos shall be submitted to the CITY after restoration of the construction route along with as-built drawings.

- (h) Restoration of Property. After the installation, removal, relocation, construction, or maintenance of the Fiber Optic or Other Cable and Related Facilities is completed, FRANCHISEE shall, at its own cost, repair and return the public streets, public rights-of-way, and any damaged property, to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner that meets all SCDOT standards, and as may be reasonably specified by the CITY and to the reasonable satisfaction of the CITY. FRANCHISEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to FRANCHISEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of FRANCHISEE to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the CITY and to the reasonable satisfaction of the CITY, after thirty (30) days' notice in writing shall have been given by the CITY, the CITY may cause such necessary repairs to be made and may collect the costs incurred from FRANCHISEE, including but not limited to, exercising the CITY'S rights to draw on bonds. The CITY may collect such costs, and any expenses and attorney fees incurred in collecting such costs,

as debts owed to the CITY, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

Promptly after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by FRANCHISEE in any public way of the City, the incidental trenches or excavations shall be refilled by FRANCHISEE in a manner acceptable to the City Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by FRANCHISEE at its own expense; however, where it is necessary, and if authorized by the CITY, in order to achieve the former conditions, FRANCHISEE shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then FRANCHISEE at its own expense shall provide such different materials. Involving street cuts, FRANCHISEE shall remove excavated soil from the site and backfill the trench with flowable fill. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, FRANCHISEE shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. FRANCHISEE shall protect poured concrete from weather, cracking, and public vandalism until the concrete has hardened. FRANCHISEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by FRANCHISEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by FRANCHISEE.

All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the CITY. FRANCHISEE shall be responsible for the protection of all Sprinkler Systems within the construction zone and shall take whatever actions necessary to assure system works as good or better after construction. If sod was removed during construction, FRANCHISEE shall replace the damaged area with sod. Seeding in such areas will only be considered temporary. In areas of sparse grass, seeding of the same type of grass is acceptable. Seeded areas must be protected from erosion and seed shall be properly covered. No bore holes shall be made within the drip line

of any tree larger than 12" in diameter without written permission from the tree's owner or the CITY.

- (i) Emergency Repair. In the event of an unexpected repair or emergency, FRANCHISEE shall commence such repair and emergency response work as required under the circumstances, provided FRANCHISEE shall notify the CITY as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. Such notice shall include the subcontractor's business name along with the name of the crew leader who shall be available and responsive to telephone calls from the CITY at any and all hours of the day or night, and a telephone number for this crew leader.
- (j) Proper Maintenance. FRANCHISEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.
- (k) Standard of Care. FRANCHISEE shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.
- (l) Permits. FRANCHISEE and its subcontractors shall obtain all required permits from the CITY and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. FRANCHISEE shall furnish detailed plans of the work along with the name of the FRANCHISEE'S project manager who shall be available and responsive to telephone calls from the CITY at any and all hours of the day or night, and a telephone number for this project manager, and other required information. FRANCHISEE shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, FRANCHISEE shall make a report of each such excavation to the CITY within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the CITY so as not to unreasonably delay FRANCHISEE in efficiently discharging its public service obligation and in any event shall be granted or denied within

thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

- (m) Prompt Restoration or Removal; Remedy. FRANCHISEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by FRANCHISEE in the installation, operation, maintenance, or extension of FRANCHISEE'S telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by FRANCHISEE after thirty (30) days' notice to do so, given by the CITY to FRANCHISEE, may be removed or corrected by the CITY, and the cost thereof shall be charged against FRANCHISEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of FRANCHISEE telecommunications system shall be borne by FRANCHISEE and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by FRANCHISEE to the CITY.

If weather or other conditions do not permit the complete restoration required by this Section, FRANCHISEE shall temporarily restore the affected property. Such temporary restoration shall be at FRANCHISEE's sole expense and FRANCHISEE shall only be required to make reasonable, temporary restorations based on the conditions. FRANCHISEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

FRANCHISEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the SCDOT.

- (n) No Liability; Exception. Except in the case of the CITY'S negligence or intentional or willful misconduct, the CITY, its officers, agents, or employees shall not be liable to FRANCHISEE for any damage to or loss of any of FRANCHISEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the CITY. Nothing in this subsection

shall be construed as any waiver of any protections and limitations of liability that the CITY enjoys under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-10 *et seq.*

- (o) Coordination of Construction Activities. FRANCHISEE shall cooperate with the CITY in coordinating its construction activities as follows:
 - (i) FRANCHISEE shall provide the CITY with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;
 - (ii) Upon request, FRANCHISEE shall meet with the CITY and other users of the public ways to coordinate construction in the public ways; and
 - (iii) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. FRANCHISEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way, along with the name and telephone number of the FRANCHISEE'S project manager and of the crew leader of FRANCHISEE'S subcontractor. If there are any businesses along the construction route, FRANCHISEE shall meet with any business along the construction route, where equipment or construction has the ability to impede or alter traffic flow in or near the business. FRANCHISEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

SECTION 5. MINIMUM INTERNET SPEED SERVICE PRODUCT OFFERING.

FRANCHISEE shall offer, at a minimum, one internet service product of one (1) gigabit per second (Gbps) symmetrical upload and download speeds to each location passed. Franchisee may also offer other speed tiers of broadband services.

SECTION 6. MAPPING.

- (a) Drawings and Maps. FRANCHISEE shall maintain an accurate map of its telecommunications facilities in the City. FRANCHISEE shall provide the CITY with "as built" drawings and an accurate map or maps showing the location of its

facilities, including pole lines and Conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. FRANCHISEE'S "as-built" drawings and maps shall show the depths of Conduits with distances shown from permanent structures every 200 feet. All boxes shall be located by measurements from permanent structures. FRANCHISEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.

- (b) Procedure and Format. As for new installations, after the effective date of this franchise, FRANCHISEE shall submit the proposed mapping of its plans for new construction to the CITY prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the CITY within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to FRANCHISEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, FRANCHISEE will pay for the cost of making the mapping compatible.

- (c) Certain Locations Excluded. Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after FRANCHISEE provides the CITY with its proposed plans for the Telecommunications facilities, the CITY may in its reasonable discretion designate certain locations to be excluded from use by FRANCHISEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for FRANCHISEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of FRANCHISEE, the CITY will cooperate in good faith with FRANCHISEE to attempt to find suitable alternatives, if available, provided that the CITY shall not be required to incur financial costs nor require the CITY to acquire new locations for FRANCHISEE. FRANCHISEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize

the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

SECTION 7. INSURANCE REQUIREMENTS.

At all times during the term of this AGREEMENT and any renewal period, FRANCHISEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

- (a) Commercial General Liability. Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that FRANCHISEE may meet the policy limit in this section by combination of FRANCHISEE's General Commercial Liability Policy and FRANCHISEE's Umbrella or Excess Liability Policy.
- (b) Contractual Liability. Broad form Contractual Liability insurance, including the indemnification obligations of FRANCHISEE set forth in this Agreement.
- (c) Workers' Compensation. Workers' Compensation insurance covering FRANCHISEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.
- (d) Automobile Liability. Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.
- (e) Pollution Liability Insurance. FRANCHISEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.
- (f) Umbrella Coverage. The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying

primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

- (g) Certificates of Insurance. Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, FRANCHISEE shall provide the CITY with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the CITY, its officers, agents, and employees as additional insureds. FRANCHISEE shall obtain a written obligation on the part of each insurance company to notify FRANCHISEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from FRANCHISEE's insurance company, FRANCHISEE will immediately notify the CITY of any of the required coverages that are not replaced.

SECTION 8. SURETY.

- (a) Irrevocable Bond. Within ten (10) days after the Effective Date of this AGREEMENT, and prior to the commencement of any construction by FRANCHISEE, FRANCHISEE shall furnish and file with the CITY an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Seventy-Five Thousand Dollars (\$75,000) securing its faithful performance of the terms and conditions of this AGREEMENT. FRANCHISEE shall maintain such bond for the duration of this AGREEMENT, unless otherwise agreed to in writing by the CITY. Failure to maintain the bond shall be deemed a material default by FRANCHISEE of this AGREEMENT.

The bond shall guarantee FRANCHISEE's faithful performance of the terms and conditions of this AGREEMENT, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this AGREEMENT; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by FRANCHISEE of all lawful liens, taxes, damages, claims, costs or expenses which the CITY has been compelled to pay or has incurred by reason of any act or default of FRANCHISEE under this AGREEMENT and all other payments due the CITY from FRANCHISEE pursuant to this AGREEMENT.

- (b) Demand Upon Bond. Whenever the CITY determines that FRANCHISEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to FRANCHISEE. The written notice shall describe in reasonable detail the violation so as to afford FRANCHISEE an opportunity to remedy the violation. FRANCHISEE shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the CITY may make demand upon the bond. Failure to maintain the bond shall be a martial default under this Agreement.
- (c) Nonexclusive Remedy. Such bond shall be in addition to any performance, defect bond, or other surety required by the CITY in connection with the issuance of any construction or any successor ordinance.

SECTION 9. INDEMNIFICATION; LIMITATION OF LIABILITY.

FRANCHISEE agrees to indemnify, defend and hold harmless the CITY, its officers, employees and agents from and against all third-party claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by FRANCHISEE of the terms and conditions of this Agreement. In addition, FRANCHISEE shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees, from any and all third-party demands for fees, claims, suits, actions, causes of action, or judgments arising out of FRANCHISEE'S use of the CITY'S public rights-of-way and public places, including but not limited to, all tort and premises liability claims.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT.

SECTION 10. HAZARDOUS SUBSTANCES.

In its performance of this AGREEMENT, FRANCHISEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this AGREEMENT, and in any event FRANCHISEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. FRANCHISEE shall indemnify and hold the CITY, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's

fees, resulting from FRANCHISEE's violation of this section and agrees to reimburse CITY for all costs and expenses incurred by the CITY in eliminating or remedying such violations. FRANCHISEE also agrees to reimburse the CITY and hold the CITY, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of FRANCHISEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the CITY'S premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C § 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

SECTION 11. PUBLIC BENEFITS.

- (a) Public WiFi Service. FRANCHISEE shall offer free, high speed, state-of-the-art, fiber-fed WiFi service in those City parks and recreation centers as mutually agreed between FRANCHISEE and CITY. Such service shall be accessible to City residents and visitors, subject to FRANCHISEE'S terms of service and acceptable use policy (which shall be subject to City review). FRANCHISEE shall provide CITY with an updated copy of FRANCHISEE'S terms of service and acceptable use policy whenever there are changes. WiFi service will be installed and available no later than six (6) months after the Telecommunications Facilities passes the mutually agreed park or community center and will continue throughout the term of this AGREEMENT.
- (b) Areas in Need. FRANCHISEE shall use its best efforts to build out its Telecommunications Facilities to areas mutually agreed upon by the FRANCHISEE and CITY that are identified by the South Carolina State Broadband Office as areas with unserved housing units within the corporate limits of the CITY.
- (c) Affordable Housing Units. Within the first year of this Franchise, the CITY and

FRANCHISEE shall mutually agree upon a list of Eligible Properties to which FRANCHISEE shall build its Telecommunications Facilities for service. The Eligible Properties will comprise no more than five percent (5%) of the residential housing units existing in the CITY as of the Effective Date, and may include (1) some or all housing units owned or operated by the Columbia Housing Authority; (2) some or all affordable housing units where a certificate of occupancy was granted prior to the Effective Date of this AGREEMENT; and (3) some or all affordable housing units where a certificate of occupancy is granted subsequent to the Effective Date of this AGREEMENT. Franchisee and CITY may add to or subtract from the list of Eligible Properties by mutual agreement. In the event FRANCHISEE is unable to enter into access agreements or otherwise obtain permission to access, install, maintain, repair, replace, and upgrade its Telecommunications Facilities, inside wiring, and customer premises equipment on commercially reasonable terms with the manager or owner of an Eligible Property, such Eligible Property will be deemed no longer to be an Eligible Property and the FRANCHISEE and the CITY will cooperate to identify, if possible, alternative Eligible Properties that FRANCHISEE can serve.

- (d) Grants, Subsidies or Other Programs. CITY and FRANCHISEE shall reasonably cooperate to identify and apply for any federal or state grant programs, subsidies or other programs to offset the cost of construction or provision of internet services to areas of need or Eligible Properties as contemplated in subsections (b) and (c) above.
- (e) Local Presence. FRANCHISEE shall give preference to hiring individuals as employees or independent contractors who reside within the City. Where feasible, FRANCHISEE will procure goods and services from individuals and businesses located in the City.
- (f) Public Benefits Program Not Franchise Fees. FRANCHISEE agrees that the requirements of this Section shall in no way modify or otherwise affect FRANCHISEE'S obligations to pay a franchise fee or any other fees or taxes owed to CITY.

SECTION 12. GENERAL PROVISIONS.

- (a) Authority. FRANCHISEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the CITY will provide evidence of such authority.
- (b) Other Remedies. Nothing in this AGREEMENT shall be construed as waiving or

limiting any rights or remedies that the CITY or FRANCHISEE may have, at law or in equity, for enforcement of this AGREEMENT.

- (c) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this AGREEMENT, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.
- (d) Non-Enforcement. Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.
- (e) Conflicts of law. If there is a conflict between the provisions of this AGREEMENT and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting AGREEMENT provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this AGREEMENT shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.
- (f) Controlling law and venue. By virtue of entering into this AGREEMENT, FRANCHISEE agrees and submits itself to a court of competent jurisdiction in the Fifth Judicial Circuit, Court of Common Pleas in the State of South Carolina, or in the United States District Court for the District of South Carolina, and further agrees that this AGREEMENT is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.
- (g) Captions. The section and subsection captions and headings in this AGREEMENT are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- (h) Confidentiality. The Parties agree that proprietary, trade secret and/or confidential information ("Confidential Information") is defined as: information in written, electronic or other tangible form that is: 1) clearly marked or labeled by FRANCHISEE to be "Proprietary" or "Confidential" or words of similar import; and 2) meets the definition of "trade secret" within S.C. Code Ann. § 30-4-40(a)(1). The labeling of any document as "Proprietary" or

“Confidential” or similar wordage is the sole responsibility of the FRANCHISEE. Unless required by law, Confidential Information submitted to the City by FRANCHISEE will not be disclosed, directly or indirectly, under any circumstances or by any means, to any third party. It is understood and agreed that this AGREEMENT is a public record as defined in S.C. Code Ann. § 30-4-20(c) and not a trade secret.

Information shall not constitute Confidential Information if it: (i) is or becomes publicly available through no fault or breach of this Agreement by either of the parties; (ii) was in the CITY’s possession or was known to the CITY, without an obligation to keep it confidential, before such information was disclosed to the CITY by FRANCHISEE; (iii) is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement; (iv) is previously known or developed by the CITY independently of the FRANCHISEE; or (v) must be disclosed pursuant to or as required by law, provided that the City provide adequate notice to FRANCHISEE prior to disclosure in order to enable FRANCHISEE the opportunity to seek a hearing or other relief.

- (i) Equal Opportunity Employer. During the performance of this AGREEMENT, FRANCHISEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. FRANCHISEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. FRANCHISEE, in all solicitations or advertisements for employees placed by or on behalf of FRANCHISEE, will state that FRANCHISEE is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.
- (j) Notices. Notices given pursuant to this AGREEMENT shall be in writing and addressed as follows:

To the City: City Manager
 1737 Main Street
 Columbia, South Carolina 29201

With a Copy to: City Attorney
 Post Office Box 667
 Columbia, South Carolina 29202

To FRANCHISEE: Chief Network Officer
 One Lumos Plaza
 Waynesboro, Virginia 22980

With a Copy to: General Counsel
 4100 Mendenhall Oaks Parkway
 Suite 300
 High Point, North Carolina 27265

Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT.

LUMOS FIBER OF SOUTH CAROLINA, LLC

A limited liability company

By: _____

Name: _____

Title: _____

State of _____
 City/County of _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, on behalf of Lumos Fiber of South Carolina LLC, a _____ company.

 Notary Public

My commission expires: _____

My registration number: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

05/05/2023

CITY OF COLUMBIA

a South Carolina municipal corporation

 Teresa Wilson
 City Manager, City of Columbia

 STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Daniel J. Rickenmann on behalf of the City of Columbia.

 Notary Public

 Notary Public for the State of South Carolina
 My commission expires: _____

Approved as to Legal Form:

 City Attorney



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-075 - Authorizing the City Manager to execute a Waiver and Release of Restrictive Covenant by the City of Columbia to Waive and Release a Use Restriction on Property owned by East Side Land, LLC within Columbia Industrial Park containing 1.8 acres, Richland County TMS #13512-04-06

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-075 - Release of Restrictive Covenant - East Side Land (1021 Second Ave) (PDF)
- **#b:** APPROVED_Release_of_Restrictive_Covenant_East_Side_Land_1021 Second Ave (PDF)
- **#c:** Columbia Industrial Park - Covenant Waiver Memo (DOC)
- **#d:** LI Handout (PDF)

ORDINANCE NO.: 2023-075

Authorizing the City Manager to execute a Waiver and Release of Restrictive Covenant by the City of Columbia to Waive and Release a Use Restriction on Property owned by East Side Land, LLC within Columbia Industrial Park containing 1.8 acres, Richland County TMS #13512-04-06

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is authorized to execute the attached, Waiver and Release of Restrictive Covenant by the City of Columbia, or on a form approved by the City Attorney, to waive and release a use restriction on property owned by East Side Land, LLC within Columbia Industrial Park containing 1.89 acres, Richland County TMS #13512-04-06.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) WAIVER AND RELEASE OF
) RESTRICTIVE COVENANT

Cross-reference: Book 340 at Page 239

THIS WAIVER AND RELEASE OF RESTRICTIVE COVENANT (this “Waiver and Release”) is made and declared and is effective as of _____, 2023, by THE CITY OF COLUMBIA, SOUTH CAROLINA, a municipal corporation created under the laws of the State of South Carolina (the “City”).

RECITALS:

WHEREAS, the City executed that certain Declaration dated November 7, 1962, and recorded November 7, 1962, in the official land records of Richland County (the “Declaration”), to which certain real property located in Richland County comprising approximately 400 acres known as the “Columbia Industrial Park” was and is subjected;

WHEREAS, among other provisions, the Declaration contains certain use restrictions as set forth in Section 3 thereof;

WHEREAS, East Side Land, LLC, a South Carolina limited liability company (“East Side Land”), is the owner of certain real property within the Columbia Industrial Park and subject to the Declaration and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “ESL Property”); and

WHEREAS, the City has agreed to waive and release the ESL Property of and from a use restriction, as set forth below.

NOW THEREFORE, in consideration of the payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, pursuant to Section 14 of the Declaration, agrees and declares as follows:

1. Release of Use Restriction. The use restriction set forth in Section 3, Item C. of the Declaration, which prohibits any property (or “premises”) subject to the Declaration from being

used as an “[a]utomotive storage, repair, or sales facility” (the “Use Restriction”) is hereby forever waived as to the ESL Property and the ESL Property is hereby forever released from the Use Restriction. The ESL Property may be developed and used as an automotive storage, repair, or sales facility free and clear of the Use Restriction and/or sold, transferred, or leased to a third-party for the development of and use as an automotive storage, repair, or sales facility, free and clear of the Use Restriction.

2. Effect of Waiver and Release; Binding Effect. This Waiver and Release is limited to and shall apply only to the ESL Property, and except as to the ESL Property, is not an amendment to or modification of the Declaration. The City hereby ratifies the Declaration, as affected by this Waiver and Release. This Waiver and Release shall run with the title to the ESL Property and shall be binding upon and inure to the benefit of the City and East Side Land, and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned, being the duly authorized _____
of the City of Columbia, South Carolina, has executed this Waiver and Release this ____ day of
_____, 2023.

CITY OF COLUMBIA, SOUTH CAROLINA, a
municipal corporation created under the laws of the
State of South Carolina

[SEAL]

Witness

By: _____
Name: _____
Its: _____

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that _____,
_____ of The City of Columbia, South Carolina, personally
appeared before me, and having satisfactorily proven to be the person whose name is subscribed
above, has acknowledged the due execution of the within instrument.

Witness my official seal this _____ day of _____ 2023.

_____[SEAL}
Notary Public for South Carolina
Print Name: _____
My commission expires: _____
(SEAL)

Exhibit A

ALL THAT CERTAIN PIECE, parcel or tract of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, as shown on a survey prepared by Cox and Dinkins, Inc., dated January 13, 2000, for Blanchard Investments, Inc., recorded in the Office of the Register of Deeds for Richland County in Plat Book 389, page 1051, and containing 1.89 acres, more or less, and having the following measurements, to wit:

To find the true POINT OF BEGINNING, begin at a ½" rebar at the intersection of First Street South Extension and Second Avenue; thence turning and running N30°15'54"W along the northern Right of Way of Second Avenue for a distance of 217.65 feet to a ½" rebar, with ½" rebar is the true POINT OF BEGINNING; thence turning and running N30°16'06"W along the northern Right of Way of Second Avenue for a distance of 249.97 feet to a 1/2" rebar; thence turning and running N59°43'34"E for a distance of 349.94 feet to a ½" rod; thence turning and running S21°45'54"E for a distance of 249.91 feet to a ½" rebar; thence turning and running S59°12'42"W for a distance of 313.00 feet to ½" rebar, which is also the POINT OF BEGINNING.

TMS No. 13512-04-06

APPROVED AS TO FORM

Legal Department City of Columbia, SC
06/07/2023



We Are Columbia

INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager
CC: Jeff Palen, Assistant City Manager
 Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 Dana Thye, Assistant City Attorney
 Krista Hampton, Planning and Development Director
FROM: Ryan Coleman, Economic Development Director
SUBJECT: Ordinance No: 2023-075 – Authorizing Execution of Waiver and Release of Restrictive Covenant
DATE: June 8, 2023

Recommending approval of Ordinance 2023-075 – Authorizing Execution of Waiver and Release of Restrictive Covenant, with regards to 1021 Second Avenue in the Columbia Industrial Park. Drew English of Callison Tighe and James Harrison of Cypress Commercial requested the release on behalf of their client and property owner, East Side Land, LLC. The proposed tenant, Absolute Collision, provides commercial automotive repair services for fleet vehicles and is interested in locating to the property, leading to the creation of 20 new jobs and \$750,000 in investment.

The Declaration of Covenants and Restrictions for Columbia Industrial Park was executed on November 7, 1962. There were a number of restrictions placed on the park, including the use of “automotive storage, repair, or sales facilities.” While the reason for the restrictions are not outright stated in the covenants, due to the nature of many of them it is staff’s opinion that many of them may have been targeted to eliminate or deter higher traffic, light industrial type businesses in an area specifically designated for heavy manufacturing and production.

Current zoning for the Columbia Industrial Park is LI: Light Industrial, and approval of this ordinance would allow the tenant and operate as an outright use under “Commercial vehicle repair and maintenance”. Please see attached Zoning Use Table for reference. The repeal of this restriction would apply strictly to 1021 Second Avenue, and no other properties within Columbia Industrial Park. All other blanket restrictions in the Covenants would remain in place in whole, to include:

- Truck terminal or storage facility
- Scrap yard storage
- Manufacturing, storage, distribution or sale of explosive materials or any materials whose presence would disadvantageously affect the insurance rates of neighboring industries within the park
- Building material storage and lumberyard, coal or wood yard, and stone or monument works
- Auto wrecking, salvage yards, used material yards, storage or bailing of waste or scrap paper, rags, scrap metals, bottles, or junk
- Bag cleaning
- Boiler and tank works
- Central mixing plant for asphalt, mortar, plaster, or concrete
- Any quarrying operation



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED		
	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	Refuse processing facility ²
Commercial vehicle repair and maintenance	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-076 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 1735 Roslyn Drive and Identified as Richland County TMS#13911-06-08 for the Relocation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-076 - 2023 Dominion Easement__1735 Roslyn Dr (PDF)

ORDINANCE NO.: 2023-076

Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 1735 Roslyn Drive and Identified as Richland County TMS#13911-06-08 for the Installation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction and relocation of overhead electric lines and appurtenances near Penn Branch and located on Richland County TMS#13911-06-08; and,

WHEREAS, the relocation plans for the overhead electric lines and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities or planned City utilities on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of overhead electric lines and appurtenances along the subject property.

The referenced easement is shown on drawing #E181494 prepared by Dominion Energy South Carolina, Inc. for Overhead Electric Lines for St. Claire – Pole Relocation, dated February 28, 2023, sheet 1 of 1, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-613. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

ACM Shealy _____

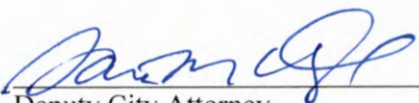
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-077 - Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4249 St. Claire Drive and Identified as Richland County TMS#13911-06-10 for the Relocation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-077 - 2023 Dominion Easement__4249 St. Claire Dr (PDF)

ORDINANCE NO.: 2023- 077

Approval for Granting an Easement to Dominion Energy South Carolina, Inc. along a Portion of City-Owned Property Located at 4249 St. Claire Drive and Identified as Richland County TMS#13911-06-10 for the Installation of Overhead Electric Lines as requested by the City of Columbia for the Penn Branch Storm Drainage Improvements Project; SD8371; CF#250-613

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction and relocation of overhead electric lines and appurtenances near Penn Branch and located on Richland County TMS#13911-06-10; and,

WHEREAS, the relocation plans for the overhead electric lines and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities or planned City utilities on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of overhead electric lines and appurtenances along the subject property.

The referenced easement is shown on drawing #E181494 prepared by Dominion Energy South Carolina, Inc. for Overhead Electric Lines for St. Claire – Pole Relocation, dated February 28, 2023, sheet 1 of 1, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-613. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Clint E. Shealy, ACM for Columbia Water

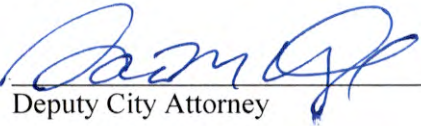
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

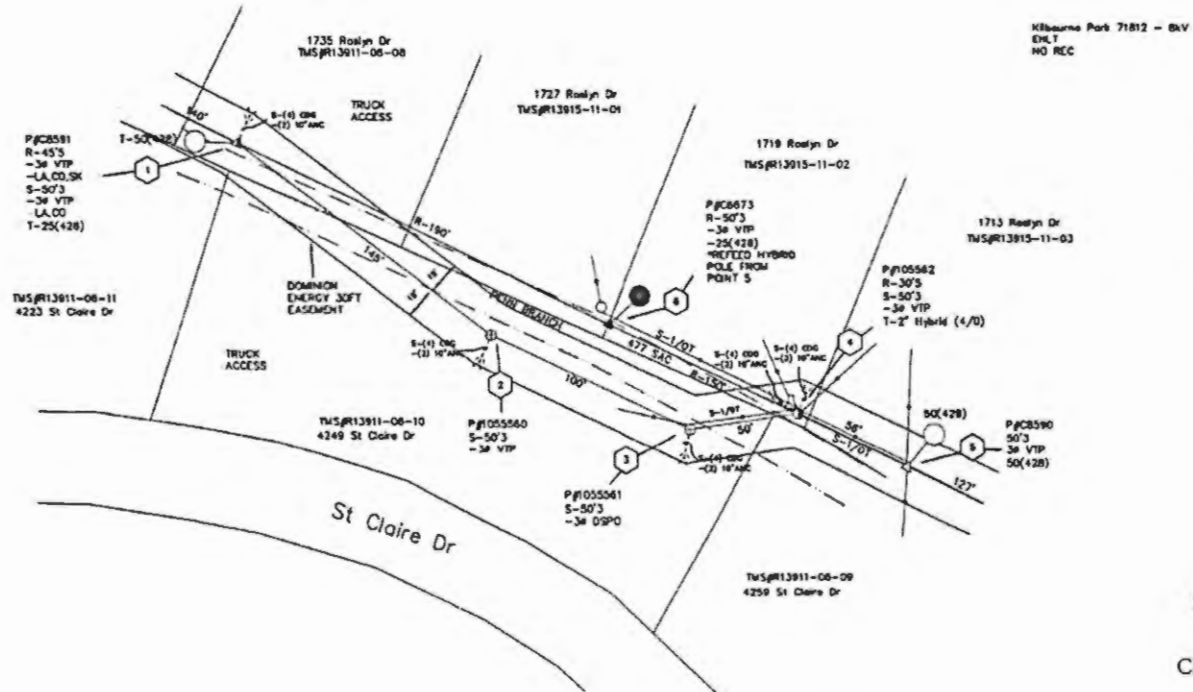
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023- 077
EXHIBIT "A"



DOMINION ENERGY SOUTH CAROLINA, INC. DISTRIBUTION SKETCH				PLAN "SAFETY" INTO EVERY JOB	
JOB NAME: St. Claire - Pole Relocation					
LOCATION:	SUBSTATION: Kilbourne Park		CKT#: 71812	TAX DIST:	
DESIGNER: DH	WRK:	PHONE:	DATE:	SEC. VOLT:	
WOM: F181494	FILE#	POINT ID:	SCALE: 1"= 40'		
RAW AGENT:	DATE:	EASEMENT#			
PUPS ID#					



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-046 - Release and Abandonment of a Portion of the City's Existing 15' Sanitary Sewer Main Easement along a Portion of Richland County TMS #09114-01-06; 1419 Anthony Avenue, Columbia, SC 29201; CF#250-608 & CF#28-1

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-046 - aband ss easement 1419 Anthony Ave.doc (PDF)

RESOLUTION NO.: 2023-046

RELEASE AND ABANDONMENT OF A PORTION OF THE CITY'S EXISTING 15' SANITARY SEWER MAIN EASEMENT ALONG A PORTION OF RICHLAND COUNTY TMS#09114-01-06; 1419 ANTHONY AVENUE, COLUMBIA, SC 29201; CF#250-608 & CF#28-1

WHEREAS, it was recently discovered that a portion of the church building on the subject property encroaches within a portion of the City's existing 15' sanitary sewer easement (CF#28-1); and

WHEREAS, under the direction of the Director of Engineering, a new easement was granted to the City of Columbia to eliminate the encroachment; and

WHEREAS, a request has been made for release and abandonment of that portion of the original easement on the subject property that is no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases and forever quitclaims unto **GREATER CAROLINA BAPTIST CHURCH or current owner(s) of the subject property**, their successors and assigns, that portion of the City of Columbia's existing 15' sanitary sewer easement on the subject property depicted by a cross-hatch pattern and measuring 4.3' x 8.2' x 7.0' as more clearly shown on the drawing attached hereto and made a part hereof as Exhibit "A".

Said drawing also being on file in the Department of Engineering under file reference #250-608.

Requested by:

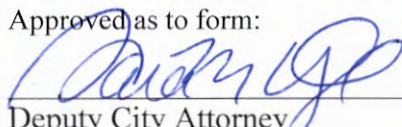
ACM Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

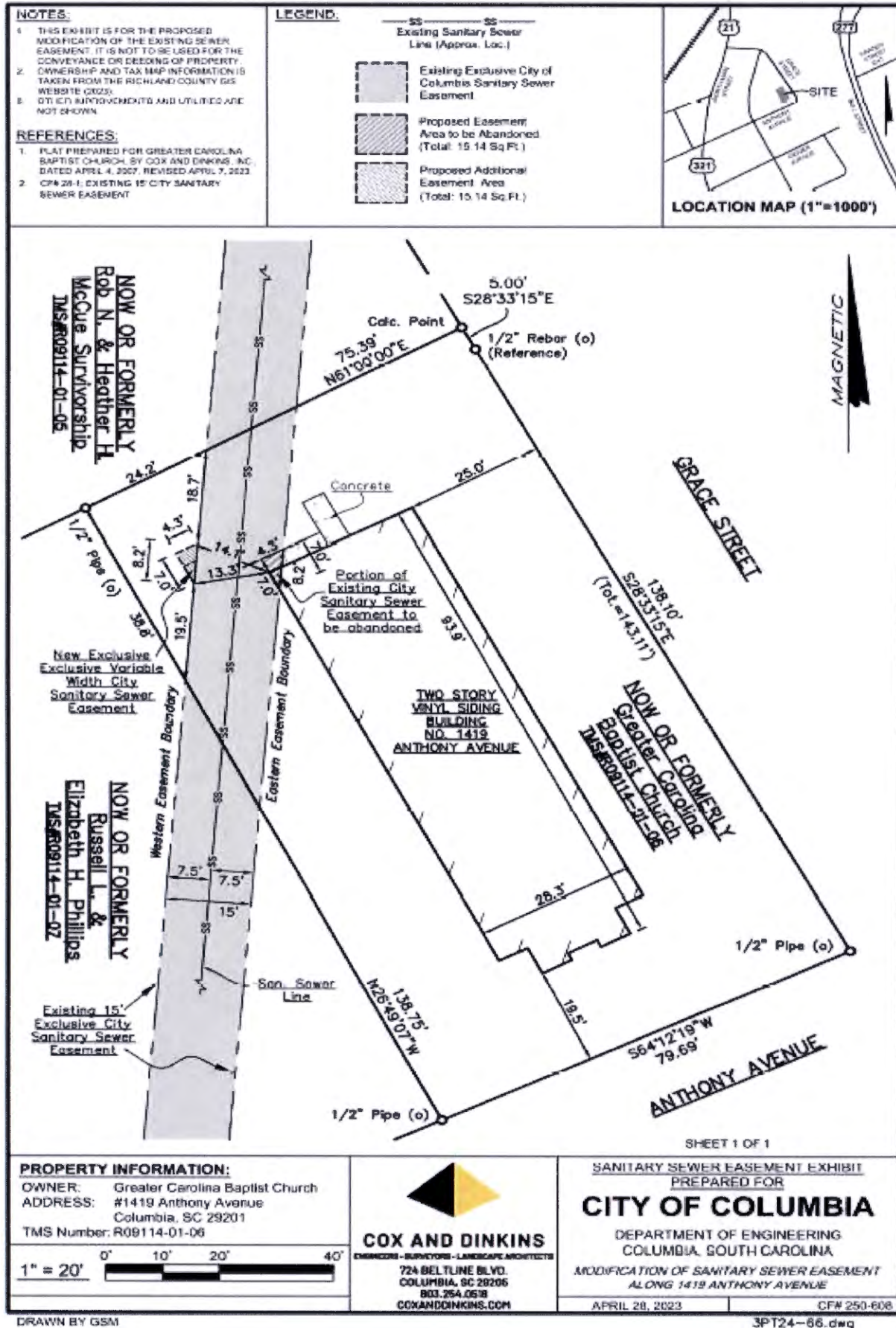
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"





We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-052 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-052 - certify 1544 Main Street abandoned building site (PDF)
- **#b:** Notice of Intent - 1544 Main Owner LLC-signed (PDF)

RESOLUTION NO.: R-2023-052

Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes; and,

WHEREAS, 1544 Main Street Owner, LLC, a South Carolina limited liability company ("Taxpayer") is the developer of certain real property located at 1544 Main Street, Columbia S.C. (the "Property"), as identified on the Richland County Tax Maps as TMS # R09014-09-24; and,

WHEREAS, on November 16, 2022, 1544 Main Street Owner, LLC filed with the South Carolina Department of Revenue a Notice of Intent to Rehabilitate the property for development into restaurant and/or commercial office space; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City certify that the Building Site are abandoned as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2023, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property is an Abandoned Building Site as defined in Section 12-67-120(1); and

Section 2. The geographic area of the Building Site is consistent with Section 12-67-120(2) of the Act.

Requested by:

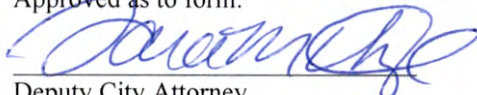
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ROGERS LEWIS

ATTORNEYS AT LAW

Christian L. Rogers
Direct: (803) 403-8820
crogers@rogerslewis.com

November 16, 2022

Abandoned Building Credit Notice
Research and Forms Development
South Carolina Department of Revenue
Columbia, SC 29214-0019

RE: Notice of Intent to Rehabilitate
1544 Main Street – Columbia, SC

Dear Sir/Madam,

I am writing on behalf of my client, 1544 Main Owner, LLC (the “Taxpayer”), with respect to the above-noted abandoned building site in Richland County (the “Building Site”). Pursuant to S.C. Code Sections 12-67-140(B)(1) and 12-67-120(7) and Revenue Ruling 15-7, this letter shall serve as my client’s notice of intent to rehabilitate the Building Site in a manner that qualifies for state tax credits under the Abandoned Building Revitalization Act of 2013 (the “Act”).

The Taxpayer, or an affiliate thereof, intends to restore and convert the existing building on the Building Site into commercial property. No new buildings will be constructed on the Building Site.

The following specific information regarding the rehabilitation is provided pursuant to S.C. Code Section 12-67-120(7) and South Carolina Revenue Ruling 15-7:

- **Statement of Intent:** The Taxpayer intends to rehabilitate the Building Site in a manner that qualifies for state tax credits under the Act.
- **Location:** 1544 Main Street, Columbia, SC 29201, Richland County Tax Map No. R09014-09-24.
- **New construction:** No new buildings will be constructed on the Building Site as part of the rehabilitation.
- **Acreage:** The Building Site is 5,142 square feet, approximately 0.12 +/- acres in size.
- **Square footage of Existing Building:** The existing building on the Building Site contains approximately 6,473 square feet, with 2,136 square feet occupied and 4,337 square feet vacant for a period exceeding five (5) years from the date hereof.

Abandoned Building Credit Notice
November 16, 2022
Page 2 of 2

- Buildings to be Renovated: The Taxpayer intends to renovate the existing building located at 1544 Main Street on the Building Site.
- Estimated Rehabilitation Expenses: \$1,600,000.

The taxpayer elects to receive the income tax credit in the amount of 25% of actual rehabilitation expenses allowed under S.C. Code Section 12-67-140(A)(1).

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

ROGERS LEWIS JACKSON MANN & QUINN, LLC

Christian L. Rogers

Christian L. Rogers

cc: Daniel Boan
Matthew Bridges



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-054 -Authorizing the City Manager to execute a Lease Agreement containing an option to purchase between the City of Columbia and 400 Laurel, LLC (Baker Commercial Properties, LLC) for the lease of 400 Laurel Street, Richland County TMS# 09010-14-01 as well as the acceptance of a future donation of furniture, fixtures and equipment should they become available before lease term

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R_2023_054_Authorizing_Lease_Agreement_with_400_Laurel_LLC (PDF)
- **#b:** Lease_Agreement_with_400_Laurel_LLC_R_2023_054 (PDF)

RESOLUTION NO.: R-2023-054

Authorizing the City Manager to execute a Lease Agreement containing an option to purchase between the City of Columbia and 400 Laurel, LLC (Baker Commercial Properties, LLC) for the lease of 400 Laurel Street, Richland County TMS# 09010-14-01 as well as the acceptance of a future donation of furniture, fixtures and equipment should they become available before lease term

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Lease Agreement containing an option to purchase and donation agreement, and any documents necessary and approved by the City Attorney, between the City of Columbia and 400 Laurel, LLC for the lease of 400 Laurel Street, Richland County TMS #09010-14-01, donation of furniture, fixtures and equipment and purchase of the property by mutual agreement between the landlord and tenant pursuant to the option to purchase contained therein.

Requested by:

ACM Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Lease Agreement (With Option to Purchase)

By and Between

400 Laurel, LLC, as Landlord

and

City of Columbia, South Carolina, as Tenant

Dated as of _____, 2023

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List of Schedules and Exhibits

Exhibit A-1	Floor Plan of Premises
Exhibit A-2	Property Site Plan
Exhibit B	Memorandum of Lease
Exhibit C	Declaration of Commencement Date
Exhibit D	Purchase Price Adjustment
Exhibit E	SNDA Form
Exhibit F	[Intentionally Omitted]
Exhibit G	Purchase Rider
Exhibit H	Common Areas

FINAL

LEASE AGREEMENT (WITH OPTION TO PURCHASE)

THIS LEASE AGREEMENT (“Lease”) is made and entered into at Columbia, South Carolina as of the ____ day of _____, 2023 (“Effective Date”), by and between **400 Laurel, LLC**, a South Carolina limited liability company (“Landlord”), and **City of Columbia, South Carolina** (“Tenant”).

FOR AND IN CONSIDERATION OF the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. BASIC LEASE PROVISIONS.

Each reference in this Lease to this Section 1 or any portion hereof shall mean and refer to the following terms, the application of which shall be governed by the provisions in the remaining Sections of this Lease:

1.1 Landlord: 400 Laurel, LLC

1.2 Landlord’s Address:

1400 Pickens Street, 5th Floor
Columbia, SC 29201
Attention: Manager

1.3 Tenant: City of Columbia, South Carolina

1.4 Tenant’s Address:

City of Columbia
1737 Main Street
Columbia, SC 29201
Attention: City Manager and CFO

1.5 Premises Address: 400 Laurel Street, Columbia, South Carolina 29201.

1.6 Premises Square Footage: 161,371 rentable square feet, which is the entire multi-story office building consisting of approximately 163,523 rentable square feet, less and excluding approximately 2,152 square feet in the basement leased to AT&T pursuant to lease dated December 18, 1987, as amended from time to time (“AT&T Lease”).

1.7 Initial Term: Twenty (20) years from the Commencement Date.

1.8 Option Terms: Four (4) consecutive option terms of five (5) years each.

1.9 Commencement Date: The date Landlord delivers possession of the Premises to Tenant, provided however, (a) the Commencement Date shall not be earlier than the Anticipated Delivery Date unless all leases of the Property other than the AT&T Lease have been terminated and all tenants have vacated the Property and the Tenant agrees to take possession of the Premises on such earlier date, and (b) the Commencement Date shall not be later than March 1, 2026. Within ten (10) days after the

FINAL

Commencement Date, Landlord and Tenant shall execute the Declaration of Commencement Date attached hereto as Exhibit C.

1.10 Anticipated Delivery Date: February 2, 2026

1.11 Base Rent Start Date: 30 days after the Commencement Date..

1.12 Base Rent: Base Rent shall be as set forth below for the Initial Term:

Lease Year (Period of Time)	Annual Base Rent	Monthly Base Rent
1	\$1,718,626.73	\$143,218.89
2	1,752,999.26	146,083.27
3	1,788,059.25	149,004.94
4	1,823,820.43	151,985.04
5	1,860,296.84	155,024.74
6	1,897,502.78	158,125.23
7	1,935,452.84	161,287.74
8	1,974,161.89	164,513.49
9	2,013,645.13	167,803.76
10	2,053,918.03	171,159.84
11	2,094,996.39	174,583.03
12	2,136,896.32	178,074.69
13	2,179,634.25	181,636.19
14	2,223,226.93	185,268.91
15	2,267,691.47	188,974.29
16	2,313,045.30	192,753.78
17	2,359,306.21	196,608.85
18	2,406,492.33	200,541.03
19	2,454,622.18	204,551.85
20	2,503,714.62	208,642.89

Base Rent for the Option Terms, if any, shall be as set forth in Section 4.2 hereinbelow.

1.13 Security Deposit: None.

1.14 Permitted Use: Police, public safety and related uses; judicial, courts and related uses; general office space; and all other uses permitted by law, as further set forth and described in Section 5.1 hereof.

1.15 Broker: Colliers International, representing Landlord.

2. DEFINITIONS.

2.1 Definitions. The capitalized terms set forth below, unless the context clearly requires otherwise, shall have the following meanings in this Lease:

“Agents” means a party’s authorized agents, representatives, consultants, contractors, partners, members, shareholders, subsidiaries, affiliates, directors, officers and employees, including without limitation, any additional insureds Landlord designates and any property manager, in the case of Landlord, and including Tenant’s customers, subtenants, licensees, invitees and concessionaires (and their respective Agents) in the case of Tenant.

“Alterations” means any alterations, decorations, modifications, additions or improvements made in, on, about, under or contiguous to the Premises after the Commencement Date, including but not limited to, HVAC and electrical fixtures, pipes and conduits, transfer, storage and disposal facilities, carpeting and other floor coverings, ceiling tiles, fixtures and carpentry installations.

“Anticipated Delivery Date” shall mean the date set forth in Section 1.10 above.

“Applicable Laws” means any and all laws, rules, regulations, guidelines, ordinances, statutes and restrictions or requirements of any governmental authority, board of insurance underwriters, utility companies or other similar bodies now or hereafter in effect.

“Building” means the building located on the Property and in which the Premises are located.

“Casualty” is defined in Section 17.1.

“Claims” shall mean claims, liabilities, demands, causes of action, damages, judgments and expenses of any nature, including reasonable attorneys’ fees.

“Common Areas” shall mean all areas, improvements, space, equipment and special services in or at the Property provided by Landlord from time to time for the common or joint use and benefit of tenants, customers, and other invitees, including without limitation garage access roads, driveways, parking areas and entrances and exits, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian walkways, atriums, walls courtyards, concourses, stairs (including exterior stairs), ramps, sidewalks, washrooms, signs identifying or advertising the Property, utility chases, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, and trash or rubbish areas outside of individual premises. Common Areas shall also include the exterior parking areas, landscaped areas and parking lot lighting located on the Property. The Common Areas are more particularly shown and described on Exhibit H attached hereto and incorporated by reference, and the parties acknowledge and agree that the Common Areas shown on such Exhibit H are the sole Common Areas of the Property.

“Expiration Date” means the date the Initial Term or any Option Term, as applicable, expires.

“HVAC” means the heating, ventilating and air conditioning system serving the Premises and/or the Property.

“Landlord Work” shall mean the removal of all furniture, fixtures and equipment owned by the Prior Tenant from the Premises, except as provided in this Lease; the removal of all trash and debris

FINAL

from the Premises; and the “broom cleaning” of the Premises. Landlord’s responsibility with respect to the foregoing Landlord Work shall be limited to ensuring Prior Tenant’s compliance with the existing lease with respect to Prior Tenant’s surrender of the Premises and to restoring any damage to the Premises caused by the Prior Tenant’s removal of its furniture, fixtures, equipment and other property.

“**Lease Year**” shall mean the first (1st) twelve (12) full calendar months from and after the Commencement Date, and each twelve (12) month period thereafter during the Term. If the Commencement Date occurs on a date other than the first (1st) day of a calendar month, then such partial calendar month from and after the Commencement Date shall be included in the first (1st) Lease Year.

“**Mortgage**” means any mortgage or other security interest having a lien on or covering the Property or any part thereof.

“**Mortgagee**” means any mortgagee, beneficiary or lender of a Mortgage.

“**Notice**” means each and every notice, communication, request, demand, reply or advice, or duplicate thereof, in this Lease provided or permitted to be given, made or accepted by either party to any other party in connection with this Lease, which shall be in writing and given in accordance with the provisions of Section 20.

“**Premises**” means the premises shown and cross-hatched on Exhibit A-1 attached hereto.

“**Prior Tenant**” means **Continental American Insurance Company**.

“**Prior Tenant Lease**” means that certain Amended and Restated Office Lease dated September 24, 2014, and all amendments thereto.

“**Property**” means that certain real property and all improvements thereon (including the Building), located within the boundaries of such property, as shown on the Property Site Plan.

“**Property Site Plan**” means Exhibit A-2 attached hereto.

“**Tenant’s Personal Property**” means Tenant’s removable trade fixtures, furniture, equipment, inventory and other personal property located in or on the Premises.

“**Term**” means the Initial Term and any exercised Option Terms.

“**Unavoidable Delay**” means any delay, interruption or prevention beyond the reasonable control of Landlord or Tenant, as the case may be, including, but not limited to, delay, interruption or prevention due to flood, earthquake, hurricane or other natural disaster, casualty, labor strikes or disputes, shortage of materials, the environmental condition of the Property, labor or utility services (and at reasonable prices), national emergency, delays in governmental approvals, acts of God, governmental restrictions, fire, explosion, war, invasion, insurrection, rebellion or riots, pandemic or acts of terrorism.

2.2 Other Definitions. Terms defined in the Basic Lease Provisions in Section 1 or elsewhere in this Lease or the exhibits, riders, schedules and attachments, unless the context clearly require otherwise, shall have the meanings as there given.

3. PREMISES; TENANT'S RIGHT TO TERMINATE; FF&E; UNUTILIZED SPACE; PRIOR LEASE AND AT&T LEASE; AS IS.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property excluding the space leased pursuant to the AT&T Lease upon the terms, covenants, and conditions set forth in this Lease. If Landlord or an entity related to or affiliated with the Landlord acquires the parcel identified as Richland County tax map number 09005-02-44 at any time during the Lease Term, such parcel shall be included in this Lease and added as part of the "Property" leased hereby; Landlord and Tenant shall enter into an amendment to this Lease to evidence same.

(b) Notwithstanding anything to the contrary set forth in this Lease, if Landlord has not delivered to Tenant on or before December 29, 2023, written evidence (the "Existing Lease Waiver") reasonably satisfactory to Tenant indicating that (i) all tenants of the Property have waived all rights and options to extend their lease(s) of the Property beyond December 31, 2025, (ii) all leases of the Property terminate, and the Property will be free of all rights of possession by any party other than the Landlord no later than December 31, 2025, and (iii) all tenants of the Property have waived all rights of first refusal, other rights and options to purchase the Property or any part thereof, then Tenant shall have the right, at Tenant's sole option, to terminate this Lease by written notice to Landlord and thereafter have no further obligations or liabilities hereunder. The AT&T Lease shall be excluded from subsections (i) and (ii) of this section.

(c) The Landlord and Tenant shall enter into a separate agreement with regard to the furniture, fixture and equipment of the Prior Tenant.

(d) If the Prior Tenant is not utilizing a portion of the Premises or desires to vacate a portion of the Premises prior to the end of its lease term, Landlord shall notify Tenant in writing and Tenant, at is option, may occupy such vacant portion of the Premises for the purpose of beginning its upfit and/or occupancy thereof.

(e) Landlord represents and warrants to Tenant that Landlord shall not amend the Prior Lease to extend, or provide any rights to extend, beyond December 31, 2025, and that Landlord shall not amend the AT&T Lease to extend, or provide any rights to extend, beyond December 31, 2027.

(f) **Except as specifically stated or represented by Landlord in this Lease, the Building will be delivered in "AS IS, WHERE IS" condition.**

4. TERM; OPTION TERMS; DELIVERY OF PREMISES.

4.1 Initial Term. The initial term of this Lease ("Initial Term") is the period set forth in Section 1.7, plus any initial partial calendar month, commencing on the Commencement Date (as defined in Section 1.9), subject to Tenant's exercise of any Option Term(s).

4.2 Option Terms.

(a) **Option to Extend.** Landlord hereby grants to Tenant four (4) options to extend the Term (each, an "Option to Extend") for a period of five (5) years each (the "Option Terms") on the same terms as this Lease, provided (i) there is no uncured Event of Default on the date Tenant delivers an Option Notice and (ii) Tenant exercises the Option to Extend as set forth below. The Option Terms, if exercised, shall commence on the day following the Expiration Date of the then-current Term, with no gap. Tenant may exercise an Option to Extend only by delivering written notice of exercise ("Option Notice") to Landlord no later than six (6) months prior to the Expiration

Date of the then-current Term (the “Exercise Deadline”). Time is of the essence with respect to delivery of the Option Notice. The Option Term shall be for the entire Premises only.

(b) Base Rent. The Annual Base Rent (and Monthly Base Rent) for the Premises during the first year of each Option Term shall be one hundred two percent (102%) of the Base Rent in effect immediately prior to such Option Term, and shall escalate by two percent (2%) annually thereafter.

(c) Generally. All other terms and provisions of this Lease shall remain in full force and effect during the Option Term.

4.3 Delivery. Landlord shall complete the Landlord Work and deliver possession of the Property to Tenant on the Anticipated Delivery Date. If Landlord fails to complete the Landlord Work and deliver possession of the Property to Tenant by the Anticipated Delivery Date for any reason other than a Prior Tenant Lease Violation (as hereinafter defined), then Tenant shall receive a credit against Base Rent to become due in an amount equal to twice the amount of Base Rent owed per day for each day of delay beyond the Anticipated Delivery Date. If no Prior Tenant Lease Violation exists and the Landlord has not completed the Landlord Work and delivered possession of the Property to Tenant by March 1, 2026, then a Landlord Event of Default (as hereinafter defined) shall have occurred and Tenant, at its option, may exercise the remedies set forth in Section 15.6 hereof. Notwithstanding anything to the contrary herein, if Landlord has not completed the Landlord Work and delivered possession of the Property to Tenant by July 1, 2026, then Tenant, at its option, may terminate this Lease. “Prior Tenant Lease Violation” means that the Prior Tenant remains in possession of the Property or any portion thereof in violation of the Prior Lease and Landlord is diligently and in good faith pursuing eviction and removal of the Prior Tenant from the Property.

5. OPERATION OF TENANT’S BUSINESS.

5.1 Use. Tenant shall only use the Premises as set forth in Section 1.14 and in so using shall comply with the terms of this Lease and all Applicable Laws.

5.2 Signage. Tenant may place, affix, or display any sign, advertisement, or notice (including without limitation those of a temporary nature) within or on the exterior of the Premises in accordance with all Applicable Laws. Tenant may place its signage on the Property in locations desired by Tenant.

5.3 Signage Removal. Upon expiration or termination of the Term, Tenant shall remove any exterior sign and fully repair and restore in a good and workmanlike manner any portion of the Premises, the Building, or its façade damaged by installation and removal of the exterior sign, and return the Premises or Building façade to a uniform appearance and the same condition (waterproofing, structure and otherwise) as existed prior to installation of the exterior sign, reasonable wear and tear excepted.

5.4 Hours of Access. Tenant will have 24 hours a day, seven days a week, 52 weeks a year access to the Property, subject to the terms and conditions of this Lease.

6. BASE RENT AND BASE RENT PAYMENT.

6.1 Base Rent. Subject to Section 4.3, Tenant’s obligation to pay Base Rent shall begin on the thirtieth (30th) day after the Commencement Date. Subject to Section 6.5 hereof, Tenant shall pay Base Rent in monthly installments, payable on the first (1st) day of each calendar month, in the amount set forth in Section 1.12, except that the first (1st) installment of monthly Base Rent payable by Tenant

hereunder shall be paid on the first (1st) day of the next succeeding month. Should the Term begin or end on other than the first or last day of a calendar month, the amount of Base Rent for such partial month shall be prorated.

6.2 Payment of Base Rent. Tenant shall pay all Base Rent to Landlord at the Base Rent Payment Address specified in Section 1.2, or at such other address as Landlord may designate from time to time in writing. Without prejudice to Landlord's rights to declare Tenant in default for failure to make timely payments, Landlord may, at its option, accept Base Rent after the due date. The acceptance of Base Rent by Landlord at any time shall not constitute a waiver of any right of Landlord.

6.3 Late Payment Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent will cause Landlord to incur administrative and other costs. A payment by Tenant of a \$750 late charge shall be due for any Base Rent not paid within ten (10) days after the due date, provided that Landlord shall waive the late charge with respect to the first (1st) late payment in any twelve (12) month period. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights and remedies.

6.4 Personal Property Taxes. Tenant shall pay before delinquency to the appropriate governmental authority any and all taxes, assessments, license fees and public charges levied, assessed or imposed at any time and which become payable during the Term upon Tenant's Personal Property whether or not such assessment is made against Tenant or against Landlord, either separately or as a part of the assessment of the Property, and whether any such item was installed by Landlord or Tenant.

6.5 Limitations. Tenant is obligated only to pay such Base Rent and any other payments under this Lease as may be lawfully be made during Tenant's then current fiscal year from funds budgeted and appropriated for that purpose. Should Tenant fail to budget, appropriate or otherwise make available funds to pay Base Rent under this Lease, this Lease shall be deemed terminated at such time. Landlord and Tenant understand and intend that the obligation of Tenant to pay Base Rent and any other payments under this Lease shall constitute a current expense of Tenant payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a general obligation or indebtedness of Tenant in contravention of any applicable constitutional provision or statutory limitation or requirement concerning the creation of indebtedness by Tenant, nor shall anything in this Lease constitute a pledge of the general tax revenues, funds or moneys of Tenant or the full faith and credit or taxing power of Tenant.

7. REAL ESTATE TAXES.

7.1 Commencing on the Commencement Date, Tenant shall also pay all Real Estate Taxes directly to the assessing authority. Landlord shall deliver bills for Real Estate Taxes to the Tenant at least forty five (45) days prior to the due date of such Real Estate Taxes; Tenant shall not be responsible for payment of any charges or additional amounts due if such bill is not timely delivered by Landlord to Tenant for payment. During the first and last Lease Years, the Real Estate Tax bill shall be prorated between Landlord and Tenant so that Tenant is responsible for such taxes only during the Term of the Lease; such payments shall be made by Tenant to Landlord, with Landlord responsible for making the total payment to the assessing authority. Tenant shall provide evidence satisfactory to Landlord that Real Estate Taxes have been paid.

7.2 Tenant shall have the right to request from the assessing authority that Real Estate Taxes be abated during Tenant's occupancy of the Property due to Tenant's status as a local government. If such abatement is granted, Tenant shall not be responsible for payment of any Real Estate Taxes during the Lease Term.

7.3 “Real Estate Taxes” shall mean all real estate taxes, including general and special assessments (including any business improvement district assessments), if any, which are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the Property. Real Estate Taxes shall not include (i) capital stock, net income, franchise, documentary stamp, state transfer or gift taxes imposed upon Landlord, or (ii) interest (other than in connection with allowed installment payments) or penalties imposed for late payment by Landlord.

7.4 If Landlord receives a refund of any portion of Real Estate Taxes that were included in the Real Estate Taxes paid by Tenant, then Landlord shall reimburse Tenant such refunded taxes, less any expenses that Landlord reasonably incurred to obtain the refund

8. UTILITIES.

Landlord shall insure that the following services are available to the Property and sufficient to serve Tenant: (i) electricity, (ii) potable water and sewage disposal, (iii) Building HVAC, and (iv) telephone and data service (collectively, the “Utilities”) to the Premises. Unless due to the negligence of Landlord or its employees, agents or contractors, Landlord shall not be liable for the failure of operation of any utility services, provided that if any interruption or cessation of any of the Utilities occurs and is within Landlord’s reasonable control, extends for five (5) consecutive business days, renders the Premises untenantable, and as a result thereof Tenant ceases business operations in the Premises, then Base Rent and the Tenant’s obligation to pay Real Estate Taxes shall abate thereafter until such Utilities are restored (or Tenant recommences business operations in the Premises, if earlier).

9. MAINTENANCE AND REPAIR OF PROPERTY; AT&T SPACE

(a) Tenant Maintenance and Operating Costs. Except as otherwise provided in this Lease, Tenant shall, at its expense, at all times keep the Property (other than the space leased pursuant to the AT&T Lease), and all improvements, fixtures, equipment and appurtenances therein, clean and in good order, condition and repair. Tenant shall pay all costs of Utilities to the Property (other than the space leased pursuant to the AT&T Lease) and Tenant shall, at its expense, provide janitorial, cleaning and trash removal services to the Property (other than the space leased pursuant to the AT&T Lease).

Landlord shall have the right, upon five (5) business days’ notice to Tenant, to inspect the Property and the building systems to confirm that Tenant is maintaining such items in good condition and to determine if replacements are needed.

(b) Landlord shall maintain, repair and replace the structural components of the Building and all exterior windows (but not exterior doors) of the Building, and replace the roof. Landlord shall not be responsible for any maintenance, repair, or replacement of structural, exterior glass windows, or roof components of the Building in the event that the need for such maintenance, repair, or replacement is caused by the gross negligence, recklessness, or intentional conduct of Tenant and/or Tenant’s Construction Professionals, as defined in Section 12.3, employees, agents, vendors, contractors, licensees, and invitees.

(c) Notwithstanding anything in this Lease to the contrary, the Tenant shall not be responsible for any maintenance or repair of the provision of Utilities to the portion of the Building leased pursuant to the AT&T Lease. Landlord shall pay to Tenant the amount to be paid by tenant to Landlord pursuant to the AT&T Lease for common area expenses and any other expenses paid by Tenant or, at Tenant’s option, such amount may be offset from Base Rent.

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(d) Landlord represents and warrants that, as of the Commencement Date or other such time as Landlord delivers the Premises to Tenant:

(i) all air conditioning, plumbing, heating, electrical and elevator installations and systems serving the Premises shall be in good repair and working order, reasonable wear and tear excepted;

(ii) there is no deferred maintenance outstanding on the Property;

(iii) there is and has been no flooding or water damage to the Property;

(iv) there is no damage to the Property due to casualty that has not been fully repaired, restored and paid for in full.

Landlord shall provide all manufacturer and third-party warranties, to the extent such warranties are in effect as of the Commencement Date, related to HVAC, mechanical, plumbing, and other systems and assign such warranties, at Landlord's expense, to the Tenant.

10. PARKING.

Landlord shall provide at least 576 parking spaces on the Property dedicated to Tenant, its customers and visitors on a non-assigned, non-exclusive first-come first-served basis, at no cost to Tenant, such parking to comply at all times with local zoning requirements. Landlord hereby acknowledges and agrees that adequate and convenient parking in the immediate vicinity of the Building is critical to the success of Tenant's operations on the Property.

11. SUBORDINATION, SNDA, CURE RIGHTS AND ESTOPPEL CERTIFICATES.

(a) **Subordination and SNDA.** This Lease and all of Tenant's rights thereunder are and shall be subordinate to any Mortgages that Landlord may place upon the Premises. However, Landlord agrees to obtain from all Mortgagees within (10) days after (i) the Effective Date as to Mortgages existing on the Effective Date or (ii) such Mortgages are placed of record against the Property, a subordination, non-disturbance and attornment agreement ("SNDA") in the form attached hereto as Exhibit E, which Tenant hereby agrees to execute and return to Landlord.

(b) **Terms.** All Mortgagees shall agree that, if it becomes the owner of the Property by foreclosure, deed in lieu of foreclosure or otherwise, it will recognize the rights and interests of Tenant under this Lease and not disturb Tenant's rights, interests, use and occupancy of the Property so long as no Event of Default is continuing. Such SNDA may provide that the rights and interests of Tenant under this Lease shall be subject and subordinate to that first mortgage and to advances to be made under it, and to the interest payable under it, and all renewals, replacements and extensions of it and shall provide that so long as there is no continuing Event of Default under this Lease, this Lease will not be terminated and Tenant's rights hereunder will be recognized by the Mortgagees irrespective of foreclosure and succession of such holder to title to the Property resulting therefrom or acceptance of a deed in lieu of foreclosure, as the case may be. The Mortgagees shall agree to (i) provide written notices of all defaults under such Mortgages to Tenant, (ii) allow Tenant thirty (30) days beyond the time allowed Landlord to cure such default, and (iii) accept payments or other methods of curing such defaults from the Tenant. Landlord agrees that any payments made by Tenant to Landlord to cure such defaults and any costs and expenses incurred by Tenant in curing such defaults shall be, at Tenant's option, credited against Base Rent as it becomes due and/or credited against the Purchase Price at closing.

(c) **Estoppel Certificates.** Within thirty (30) days after written request by Landlord or any Mortgagee, Tenant shall, from time to time, execute and deliver estoppel certificates in the form and certifying such matters with respect to this Lease, as Landlord or any such Mortgagee may reasonably request.

12. ALTERATIONS, CHANGES, AND ADDITIONS.

12.1 Consent Required. Subject to the terms of this Section 12, Tenant shall not make any Alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed so long as such Alterations will not be visible from the exterior of the Premises or affect the Building systems or structure. Any Alterations to or on the Premises shall, at the option of Landlord, remain for the benefit of and become the property of Landlord upon the expiration or termination of this Lease or be removed (at Tenant's cost and expense) with any damage resulting from such removal to be repaired by Tenant and at Tenant's cost and expense. Tenant shall not remove any Alterations without Landlord's prior written permission.

12.2 Permitted Alterations. Notwithstanding Section 12.1, and subject to the following provisions of this Section 12, Tenant may make or install, at its expense and without Landlord's consent, Alterations that (a) do not require a construction or building permit, including, without limitation, trade fixtures, movable partitions, furniture, equipment, installation of information technology or audio visual equipment and wiring/cabling, draperies, wall treatment, other personal property, or (b) may be necessary or desirable for Tenant's Permitted Use (including without limitation courtroom upfit such as the bench, partitions, railings and seating, holding cells, counters, partitions and office space) and may remove the same at any time prior to the expiration or termination of this Lease, provided Tenant always maintains the Premises fully equipped and fixtured and professional in appearance. If any damage is caused to the Premises by Tenant's removal of any property, Tenant shall bear the cost of repair of such damage.

12.3 Requirements. All work performed by or on behalf of Tenant in or about the Premises shall be done in compliance with all Applicable Laws, in a good and workmanlike manner and, once started, diligently prosecuted to completion. Copies of required building permits or authorizations shall be obtained by Tenant at its expense and copies thereof shall be provided to Landlord prior to commencement of construction. Tenant shall have the right to select architects, engineers, general contractors, and other professionals ("Construction Professionals") in Tenant's discretion, and control the process of any work performed pursuant to this Section 12 on the condition that any such Construction Professionals possess all necessary licenses and agree to comply with the insurance requirements set forth in Section 16.

12.4 Liens. Tenant shall not permit any mechanics', materialmen's or other liens to be filed against the Premises, any portion of the Property, nor against Tenant's leasehold interest for work done by or on behalf of Tenant. If any such lien is filed against the Premises, the Building or the Property for work claimed to have been done for Tenant or materials claimed to have been furnished to Tenant, Tenant, at its sole cost and expense, within thirty (30) days, shall discharge the same (either by payment or by "bonding off" in accordance with SC Code Section 29-5-110, as amended).

12.5 Floor Loads. Landlord shall have the right to prescribe the maximum weight and position of safes and other heavy equipment or fixtures that Tenant desires to install in the Premises

13. ENTRY BY LANDLORD.

Landlord, Landlord's Agents and any Mortgagee shall have the right, but not the duty, to enter the Premises at reasonable times upon 48 hours prior written notice (except in the case of emergency) to Tenant

to inspect the Premises, to take samples and conduct environmental investigations, to post notices of non-responsibility and similar notices and signs indicating the availability of Premises for sale, to show the Premises to interested parties such as prospective lenders and purchasers, to make Alterations, perform maintenance, replacement and repairs, or to perform Tenant's obligations as permitted herein when Tenant has failed to do so, all without liability to Tenant provided that such entry by Landlord (or Landlord's Agents or Mortgagee) shall be conducted in a manner such as to minimize disturbance to Tenant's operations. Notwithstanding the foregoing, Landlord acknowledges that the areas of the Premises utilized by Tenant for its police and judicial operations shall not be accessible to Landlord for any reason unless accompanied by Tenant and that some portion of such areas may not be accessible to Landlord. Within one hundred eighty (180) days before the expiration of the Term, Landlord (or Landlord's Agents or Mortgagee) may place upon the Property reasonable signs indicating the availability of Premises for lease and may show the Premises to prospective tenants provided that such showings do not unreasonably interfere with Tenant's operations. Landlord, Landlord's Agents and any Mortgagee shall at all times have the right to retain a key which unlocks all of the doors in the Premises, excluding Tenant's vaults and safes and areas utilized for Tenant's police and judicial operations.

14. ASSIGNMENT AND SUBLETTING.

14.1 Consent Required.

(a) Except as provided in Section 14.3 of this Lease, Tenant shall not, without the prior written consent of Landlord in each instance, (i) assign or otherwise transfer, mortgage or otherwise encumber this Lease or any of its rights hereunder (any of the foregoing in this clause (i) shall be deemed to be, and shall hereinafter be referred to as, an "Assignment," and the respective third party an "Assignee"), (ii) sublet the Premises or any part thereof, or permit the occupancy or use of the Premises or any part thereof (whether by sublease, license, concession or otherwise) by any persons other than Tenant, its agents or employees (any of the foregoing in this clause (ii) shall be deemed to be, and shall hereinafter be referred to as, a "Subletting," and the respective third party a "Subtenant"), or (iii) permit an Assignment by operation of law. Subject to the following provisions of this Section 14.1(a), and so long as there is no uncured Event of Default, Landlord's consent to a proposed Assignment or Subletting shall not be unreasonably withheld, conditioned or delayed. In determining whether to grant or withhold its consent, Landlord shall be entitled to consider, without limitation as to the generality of the foregoing, factors such as the compatibility and synergy of the proposed subtenant or assignee with other uses and users of the Building, the aims and goals of the Building and its marketability to prospective tenants for space in the Building which might be adversely affected by such Subtenant or Assignee, whether such Subtenant or Assignee will harm existing financing of the Building or the prospects for future financing of it, and the creditworthiness and financial capabilities of such Subtenant or Assignee. Except as set forth in Section 14.3, any Assignment or Subletting of this Lease or the Premises or any portion thereof, either voluntarily or involuntarily, whether by operation of law or otherwise without the prior, written consent of Landlord shall be null and void and shall, at Landlord's election, constitute an Event of Default under this Lease. Landlord's acceptance or collection of Base Rent from any Assignee or Subtenant shall not be construed as a consent to or acceptance of such Assignee or Subtenant.

(b) If at any time Tenant wants to Assign this Lease or Sublet all or part of the Premises, then Tenant shall deliver to Landlord written notice thereof (the "Transfer Request Notice"). Each Transfer Request Notice shall identify (i) the name of the proposed Assignee or Subtenant, (ii) the area proposed to be Sublet (the "Proposed Sublet Space") for a proposed subletting of a portion of the Premises, (iii) the term and economic provisions of the proposed transaction, (iv) a description of the relevant experience of the proposed Assignee or Subtenant, and (v) current financial statements of the proposed Assignee or Subtenant including without limitation income statement, balance sheet and cash flow statement.

14.2 Generally. If Landlord consents to any Assignment or Subletting, such consent shall only be effective upon execution and delivery by Landlord of a formal “Consent and Acknowledgement” on a form and containing terms acceptable to Landlord. Such consent shall not constitute a waiver of any of the restrictions of this Section 14, which shall apply to each successive Assignment of this Lease or Subletting of the Premises (or portion of the Premises), if any. Upon delivery to Landlord of such “Consent and Acknowledgement” of an assignment of this Lease (but not a sublet of this Lease), Tenant shall be released from all obligations and liabilities pursuant to this Lease. In no event shall Landlord’s consent to an Assignment or Subletting or collection of Base Rent from an Assignee or Subtenant relieve Tenant or any Assignee or Subtenant from the obligation of obtaining Landlord’s prior written consent to any further Assignment or Subletting. If Landlord consents to an Assignment under this Section 14, such Assignment shall not be effective until the Assignee executes and delivers to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, whereby the Assignee assumes all of Tenant’s obligations pursuant to this Lease, and whereby the Assignee agrees that the provisions contained in this Lease shall, notwithstanding such Assignment, continue to be binding upon it with respect to all future Assignments. If Landlord consents to a Subletting under this Section 14, such Subletting shall not be effective until the Subtenant executes and delivers to Landlord a sublease consent agreement in form and substance satisfactory to Landlord.

14.3 Permitted Subleases. Notwithstanding the foregoing Tenant shall be permitted to sublease any portion of the Premises to individuals or entities related to or affiliated with the Tenant without the consent of the Landlord.

15. DEFAULT AND REMEDIES.

15.1 Tenant’s Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events occur (each is called an “Event of Default”):

(a) Tenant fails to pay Base Rent, or any payment required by this Lease, within ten (10) days after same is due; provided, however, that Landlord shall not exercise its remedies with respect to the first (1st) late payment in any twelve (12) month period, unless such failure continues for five (5) days after Landlord delivers to Tenant written notice of such non-payment;

(b) Tenant files a voluntary petition or institutes any proceedings in bankruptcy or under any insolvency laws seeking to effect a reorganization or a composition with its creditors;

(c) any bankruptcy or insolvency proceedings are commenced against Tenant, a receiver or trustee is appointed for the assets of Tenant; or Tenant’s leasehold estate is taken on execution or by any process of law and such actions are not stayed or dismissed within one hundred twenty (120) days of the filing thereof;

(d) Tenant is dissolved or liquidated; or

(e) Tenant fails to observe or perform any other provision under this Lease and such failure is not cured within thirty (30) days after delivery of written notice thereof to Tenant, provided, however, if the nature of Tenant’s obligation is such that more than thirty (30) days are required for its performance, then Tenant shall not be deemed in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15.2 Landlord’s Remedies. Upon the occurrence of an Event of Default, then Landlord may, at its option, exercise the following remedies:

(a) Landlord may terminate this Lease or terminate Tenant's right to possession of the Premises, in which case this Lease (or Tenant's right to possession of the Premises, as applicable) shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. No act by Landlord other than giving written notice to Tenant of Landlord's election to terminate this Lease or Tenant's right to possession of the Premises shall terminate this Lease (or Tenant's right to possession of the Premises, as applicable). Termination of this Lease or Tenant's right to possession of the Premises shall not relieve Tenant of any obligation under this Lease that has accrued prior to the date of such termination, but shall relive the Tenant from all obligations, including without limitation payment of Base Rent, arising subsequent to the date of such termination.

(b) Landlord may elect not to terminate this Lease or Tenant's right to possession of the Premises, in which event this Lease will continue in full force and effect as long as Landlord does not terminate this Lease or Tenant's right to possession, and Landlord may continue to enforce all of its rights and remedies under this Lease, including the right to collect Base Rent as it becomes due subject to Section 6.5 hereof. In addition, if Tenant has entered into a Subletting and Tenant defaults hereunder, Tenant hereby assigns to Landlord the Base Rent due from any Subtenant and hereby authorizes each such Subtenant to pay said Base Rent directly to Landlord.

15.3 No Surrender. No act or thing done by Landlord or Landlord's Agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord.

15.4 Landlord's Right to Perform. If an Event of Default occurs, Landlord may (but shall not be obligated to), after fifteen (15) days prior written notice to Tenant, at Tenant's expense and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, pay the reasonable expenses thereof. All reasonable sums paid by Landlord shall be due and payable by Tenant to Landlord, as an item of Base Rent, on demand by Landlord.

15.5 Landlord Default. At the option of Tenant, a default under this Lease by Landlord shall exist if any of the following events occur (each is called a "Landlord Event of Default"):

(a) Landlord files a voluntary petition or institutes any proceedings in bankruptcy or under any insolvency laws seeking to effect a reorganization or a composition with its creditors;

(b) any bankruptcy or insolvency proceedings are commenced against Landlord, a receiver or trustee is appointed for the agents of Landlord; or Landlord's estate is taken on execution or by any process of law and such actions are not stayed or dismissed within one hundred twenty (120) days of the filing thereof;

(c) Landlord is dissolved or liquidated;

(d) The occurrence of a default under the Prior Tenant Lease which is not cured within any applicable cure period, in which event Tenant's sole remedies shall be pursuant to Section 15.6(a) or (b);

(e) The occurrence of a default under any Mortgage of the any portion of the Property which is not cured within any applicable cure period;

(f) The failure of Landlord to timely perform its obligations as set forth in Section 4.3 hereof;

(g) There is a breach of any of Landlord's representations and warranties set forth in Section 3 (e) or Section 9 (d) hereof;

(h) Landlord fails to observe or perform any other provision under this Lease and such failure is not cured within sixty (60) days after delivery of written notice thereof to Landlord, provided, however, if the nature of Landlord's obligation is such that more than sixty (60) days are required for its performance, then Landlord shall not be deemed in default if it shall commence such performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion but in no event longer than one hundred twenty (120) days after delivery of such notice to Landlord.

15.6 Tenant's Remedies for Landlord Event of Default. Upon the occurrence of a Landlord Event of Default, then Tenant may, at its option, exercise the following remedies:

(a) Tenant may, at its option, without waiving or releasing the Landlord from any obligation, non-performance or default and without waiving the Tenant's right to take such action as this Lease may permit as a result of such default, may (but need not) make such payment or take such action as may be necessary to cure such Landlord Event of Default. All reasonable costs and expenses paid by the Tenant in connection with such cure, including reasonable attorneys' fees, shall be due and payable on demand from the Landlord and may be withheld by Tenant from next succeeding payment(s) of Base Rent;

(b) Tenant may, at its option, terminate the Lease by written notice to Landlord and thereafter shall have no further obligations or liabilities hereunder; and

(c) Intentionally deleted; and

(d) If a Landlord Event of Default occurs due to Section 15.5 (a), (b), (c), (e), (f) or (g) hereof or due to Landlord's failure to comply with Section 23 (a) hereof, beyond all applicable cure periods then Tenant shall have the right, at Tenant's option,

(i) to exercise the Purchase Option, if not already exercised, by providing the Exercise Notice at any time subsequent to such Landlord Event of Default, but not if the Option Period has terminated pursuant to Section 25.8; and

(ii) subsequent to the provision of the Exercise Notice by Tenant, to close on the acquisition of the Property at any time after such Landlord Event of Default but in no event later than one hundred eighty (180) days after the date of the Exercise Notice or after the date of such Landlord Event of Default, whichever is later. If the acquisition of the Property by the Tenant occurs at any time other than during the seventh (7th) Lease Year or the eighth (8th) Lease Year, the Purchase Price shall be adjusted as provided on Exhibit D attached hereto.

The provisions of this Section 15.6 (d) control over any inconsistent provisions set forth in Section 25, except for Section 25.8.

16. LANDLORD INDEMNITY AND INSURANCE.

16.1 Indemnification.

(a) Except to the extent caused by the negligence or willful misconduct of Tenant, its employees or agents, Landlord agrees to defend (with attorneys acceptable to Tenant), protect, indemnify, and hold harmless Tenant and Tenant's Agents from any and all Claims arising from or related to (i) Landlord's ownership of the Property or Common Areas; (ii) any negligent act of Landlord or any of

Landlord's Agents; (iii) any breach or default by Landlord under this Lease; and (iv) any liens or encumbrances arising out of any work performed or materials furnished by or for Landlord.

16.2 Tenant's Insurance. Tenant shall at all times during the Term, and at its sole expense, obtain and keep in effect the following insurance:

(a) Property and casualty insurance for fire, destruction of or other damages to any fixtures and improvements added or made by Tenant to the Premises in an amount equal to the full value of such fixtures and improvements thereon.

(b) Commercial general liability insurance against any and all claims for bodily injury and property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and a Two Million Dollar (\$2,000,000) aggregate limit. Such liability insurance shall be primary and non-contributory to any insurance available to Landlord and Landlord's insurance shall be excess thereto. Notwithstanding anything to the contrary in this Lease, the Tenant may self-insure.

(c) Property Insurance insuring all equipment, trade fixtures, inventory, furniture, fixtures, plate glass and personal property owned by Tenant and located within the Premises for perils covered by the causes of loss – special form (all risk) and in addition, coverage for flood, earthquake and boiler & machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the foregoing; and

(d) Business interruption and/or loss of income insurance in an amount equal to or at least twelve (12) months' Monthly Base Rent payable by Tenant hereunder;

16.3 Insurance Requirements. Any policy of Tenant's and Landlord's insurance: (i) shall be issued by insurance companies licensed and authorized to do business in the State of South Carolina which are rated "A/VIII" or better in Best's Key Rating Guide; (ii) shall provide that such policies shall not be subject to material alteration or cancellation except after at least thirty (30) days prior written notice to the other party hereto; and (iii) shall be primary, and any insurance carried by the other party shall be noncontributing. All of Tenant's policies under this Lease, and the policies of Tenant's Construction Professionals, agents, employees, vendors, contractors, suppliers, licensees, and invitees shall name Landlord, the managing agent of the Building, any Mortgagee and any other entity designated by Landlord as additional insureds. All of Landlord's policies under this Lease shall name the Tenant as additional insured. All such policies, or duly certified copies of such policies, together with satisfactory evidence of payment of premiums, shall be deposited by each party hereto with the other party hereto prior to the Commencement Date, and at least thirty (30) days prior to each renewal of such policies. Notwithstanding anything herein to the contrary, each party shall remain responsible and liable to the other party hereto for any and all damage to the Property and Premises, as provided in this Lease, whether or not insurance coverage is obtained and maintained by such party with respect to the Property and Premises as required hereunder.

Tenant's Construction Professionals, agents, employees, vendors, contractors, suppliers, licensees, and invitees performing work on the Premises to carry and maintain, at no expense to Landlord, a non-deductible:

(i) commercial (comprehensive) liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractors protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per

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occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate (but not less than \$2,000,000 per location aggregate) shall provide for claims on an occurrence basis;

(ii) comprehensive automobile liability insurance policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to personal injury or death and Five Hundred Thousand Dollars (\$500,000) with respect to property damage.

(ii) worker's compensation insurance policy or similar insurance in form and amounts required by law.

16.4 Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant each hereby releases the other, and the other's respective employees, agents, licensees, contractors or invitees from any claims for damage or loss to the Premises, the Building, any property contained therein, or any other property, including business interruption, to the extent insurable under a full replacement cost Special Form-Causes of Loss insurance policy, and such waiver shall be effective regardless of the cause of the damage or loss (including the negligence of Landlord or Tenant or their respective employees, agents, licensees, contractors or invitees).

16.5 Landlord's Insurance. Landlord shall at all times during the Term, and at Tenant's sole expense and which shall be included in Tenant's operating expenses for the Property, obtain and keep in effect the following insurance:

(a) Property insurance insuring the Property against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk" coverage). The insurance coverage shall be for not less than 100% of the full replacement cost.

(b) Business income, providing funds for the payment of Base Rents and other charges during the period while the Premises are untenable due to fire or other casualty for a period of at least twelve (12) months.

(c) Flood and/or earthquake insurance in the amount of \$1,000,000 for each peril if Landlord and Tenant mutually agree that such should be obtained.

(d) Commercial general liability insurance, with amounts not less than \$10,000,000 combined single limit for each occurrence and \$10,000,000 for the aggregate of all occurrences within each policy year covering Landlord as owner.

17. DAMAGE AND DESTRUCTION BY FIRE OR OTHER CASUALTY.

17.1 Landlord's Obligation to Rebuild. Subject to Landlord's right to terminate this Lease as provided below, if the Premises are damaged or destroyed by fire, wind storm, or other casualty (a "Casualty"), Landlord shall repair all such damage and restore the Premises within a reasonable time but in no event later than twelve (12) months after such Casualty, subject to delays due to adjustment of insurance claims and other causes beyond Landlord's reasonable control. Landlord's obligation, should it elect or be obligated to repair the Premises following a Casualty, shall be limited to the basic building shell, and all upfits to the Premises previously provided by Landlord to Tenant. Tenant shall at its expense, replace or fully repair all Tenant's Personal Property and any Alterations or other leasehold improvements installed by Tenant.

17.2 Right to Terminate. Landlord shall have the right to terminate this Lease following a Casualty that renders 75% or more of the Building, on a Base Rentable square foot basis, unable to be used for Tenant's Permitted Use, if any of the following occurs: (i) the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord within twelve (12) months after such Casualty; or (ii) the Premises are destroyed or damaged during the last twelve (12) months of the Term and Tenant is not willing to extend the Term by an additional twelve (12) months after completion of restoration. If Landlord elects to terminate this Lease following a Casualty pursuant to this Section 17.2, Landlord shall give Tenant written notice of its election to terminate within thirty (30) days after such Casualty, and this Lease shall terminate fifteen (15) days after the date of such notice; provided, however, the Purchase Option set forth in Section 25 hereof shall survive such termination and remain in full force and effect..

Tenant shall have the right to terminate this Lease following a Casualty if the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord within a reasonable time but in no event later than twelve (12) months after such Casualty, or (ii) the Premises are destroyed or damaged during the last twelve (12) months of the Term. If Tenant elects to terminate this Lease following a Casualty pursuant to this Section 17.2, Tenant shall give Landlord written notice of its election to terminate within thirty (30) days after such Casualty, and this Lease shall terminate fifteen (15) days after the date of such notice.

17.3 Base Rent Abatement. Upon the occurrence of a Casualty and throughout the period of restoration of the Property to the condition existing prior to such Casualty, the Base Rent payable hereunder shall abate in proportion to the portion of the Building so damaged.

18. CONDEMNATION.

18.1 Effect of Taking. If any material portion of the Property (but excluding only in a condemnation brought by the City of Columbia, parking spaces on the Property) shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned") and Tenant determines (in Tenant's commercially reasonable discretion) that the remaining portion of the Premises is not suitable or adequate for its Permitted Use, then this Lease shall terminate on the date title thereto vests in such authority and Base Rent shall be apportioned as of such date. If Tenant determines (in Tenant's commercially reasonable discretion) the remaining portion of the Property and the remaining parking spaces located on the Property are suitable and adequate for its Permitted Use, then this Lease shall continue in full force and effect as to the part of the Property not condemned, except that as of the date title vests in such authority Tenant shall not be required to pay the Base Rent with respect to the part of the Property condemned.

18.2 Apportionment of Award. The entire damage award of the condemnation proceedings shall be paid to Landlord but Landlord shall, and hereby does, assign to Tenant out of any award paid to Landlord the following amounts: (i) if Tenant shall have made improvements or alterations in or to the Property after the Commencement Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures; and (ii) a sum equal to any cost or loss to which Tenant may be put in removing Tenant's furniture and equipment from the Property.

19. QUIET ENJOYMENT.

Tenant shall during the Term have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord; subject, however, to the terms of this Lease.

20. NOTICES.

Any notice, demand, or communication called for hereunder shall be in writing and be given, served, or delivered either in person, by first-class, certified mail, return receipt requested, by hand delivery or courier, or by FedEx (or other nationally recognized overnight courier), with postage or delivery charge prepaid, and (A) if to Tenant, addressed to Tenant at the Tenant's mailing address set forth in Section 1.4, with a copy to Burr & Forman LLP, 1221 Main Street, Suite 1800, Columbia SC 29201, Attn: Judith McInnis and Michael Seezen, and (B) if to Landlord, addressed to the Landlord's mailing address set forth in Section 1.2. Any such notice, demand, or communication so sent shall be deemed given at the time that it was placed in the U.S. mails or with the overnight courier, and any other notice shall be deemed given when delivered (or at the time of attempted delivery during Normal Building Hours).

21. SURRENDER OF PREMISES; HOLDING OVER.

21.1 Surrender of Premises. Tenant agrees to turn over all keys, key fobs, parking passes and other entry devices or mechanisms (both internal and external), and to surrender the Premises at the expiration or termination of this Lease, leave the Premises in the same condition (or as altered pursuant to the provisions of the Lease) as when delivered to Tenant (ordinary wear and tear excepted) and subject to the provisions of Section 17 and Section 18 with removal of items of Tenant Alterations elected by Landlord to be removed, and with all debris and Tenant's Personal Property removed and with all interior walls in good repair. Tenant shall pay a reasonable repair charge should it be necessary for the Landlord to repair or clean the Premises.

21.2 Holding Over. If Tenant shall retain possession of the Premises or any portion of the Premises without Landlord's consent following the expiration or termination of this Lease, then Tenant shall pay to Landlord for each month or portion thereof of such retention 150% of the amount of the monthly Base Rent for the last month prior to the date of expiration or termination. Acceptance of Base Rent by Landlord following expiration or termination of this Lease shall not constitute a renewal of this Lease, and nothing contained in this Section 21.2 shall waive Landlord's right of reentry or any other right.

22. ENVIRONMENTAL PROVISIONS.

22.1 Environmental Covenants and Agreements. Tenant shall at all times comply in all material respects with all applicable federal, state and local environmental statutes and regulations related to the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Superfund Amendments and Reauthorization Act of 1988 ("SARA"), the Federal Clean Water Act (33 U.S.C. 1341) and the Federal Water Pollution Control Act Amendments of 1972 (33 U.S.C. 1344) (collectively, the "Environmental Laws"). Tenant further covenants and agrees that Tenant shall not introduce or consent to the introduction of any Hazardous Materials (as defined below) or otherwise toxic or hazardous substances on or about the Premises except in accordance with all Applicable Laws.

As used herein, the term "Hazardous Materials" shall mean:

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- (i) any substance designated pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act;
- (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act;
- (iii) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act;
- (iv) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act;
- (v) any hazardous air pollutant listed under Section 112 of the Clean Air Act;
- (vi) any imminently hazardous chemical substance or mixture with respect to which the Administrator of the United States Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act;
- (vii) any substance, waste or other material considered hazardous, dangerous or toxic under any state or local or any other federal laws, codes, ordinances or regulations; and
- (viii) any petroleum and petroleum product, including crude oil or any fraction thereof, which is not specifically listed or designated as a Hazardous Materials under Subsections (i) through (vii) of this Section 22.1, as well as natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel and mixtures.

22.2 Environmental Representations and Warranties by Landlord. Landlord represents, covenants and warrants to Tenant that, to the best of Landlord's knowledge and without any duty to investigate, at all times during the Term and any extensions or renewals thereof:

- (i) The Premises and Property are in compliance with all Environmental Laws.
- (ii) No Hazardous Materials are present on or in the Premises or Property;
- (iii) Landlord shall comply at its own cost and expense with all Environmental Laws applicable to the Property; and
- (iv) Landlord shall indemnify, defend and hold Tenant, its agents and employees, harmless from any and all demands, claims, causes of action, penalties, liabilities, judgments, damages (including consequential damages) and expenses, including, without limitation, court costs and reasonable attorneys' fees actually incurred by Tenant as a result of: (a) Landlord's breach of the provisions of this Section 22.2; (b) Landlord's failure to comply with any Environmental Laws in connection with the conduct of its business; (c) any contamination of the Property, or the soil or the ground waters thereof or therefrom, arising prior to the date Tenant takes possession of the Premises or caused by Landlord or its Agents after the date Tenant takes possession of the Premises.

23. SINGLE PURPOSE ENTITY; LANDLORD BANKRUPTCY

23.1 SPE. The Landlord represents, warrants and covenants that:

(i) the Landlord is as of the Effective Date and shall at all times be a Single-Purpose Entity (as hereinafter defined);

(ii) the Landlord and each Landlord Control Person (as hereinafter defined) shall do or cause to be done all things necessary to (i) preserve, renew and keep in full force and effect the existence of Landlord and each other Landlord Control Person (that is an entity) as a limited liability company, limited partnership, corporation or other entity, as may be applicable, and (ii) maintain the authorization of Landlord and each other Landlord Control Person to perform their respective obligations under this Lease;

(iii) Intentionally deleted; and

(iv) No Landlord Control Person shall at any time be a “foreign person” within the meaning of Sections 1445 and 7701 of the Internal Revenue Code, as amended, and the regulations issued thereunder.

“Landlord Control Person” means Landlord and (iv) any other person or entity that Controls (as hereinafter defined) any of the persons or entities set forth in the preceding clauses (i), (ii) or (iii).

“Control” means, with respect to any person or entity, either (i) ownership, directly or indirectly, of greater than fifty percent (50%) of the ownership interests in such entity or (ii) the possession, directly or indirectly through one or more intermediaries, of the power to direct (or cause the direction of) the management, activities and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, subject only to customary major decision rights, or the possession, directly or indirectly through one or more intermediaries, of the power to direct (or cause the direction of) the management, activities and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, subject only to customary major decision rights. This definition is to be construed to apply equally to variations of the word “Control” including “Controlled”, “Controlling” or “Controlled by”.

“Single-Purpose Entity” means an entity, other than an individual, that (i) is formed or organized solely for the purpose of holding, directly, an ownership interest in the Property, or any portion thereof, (ii) does not engage in any business other than the ownership, management and operation of the Property, (iii) does not have any (a) assets other than those related to its interest in the Property or (b) indebtedness other than that secured by or utilized in connection with the Property, (iv) does not guarantee or otherwise become liable on, or in connection with, any obligation of any other person or entity (or acquire obligations or securities of its affiliates), (v) intentionally deleted, (vi) does not incur, create or assume any indebtedness (except for the indebtedness secured by or utilized in connection with the Property), (vii) does not make any loans or advances to any other person or entity (including any affiliate), (viii) does not become insolvent or fail to pay its debts as the same become due (provided that nothing in this clause (viii) shall require any owner or principal of the Landlord or any other person or entity to make any capital contribution or other contribution of cash or assets to Landlord), (ix) intentionally deleted, (x) does not fail to maintain its books, records, bank accounts and financial statements separately from those of such entity’s affiliates, including its general partners or members, as may be applicable, (xi) intentionally deleted, (xii) does not fail to file its own tax returns (except to the extent such entity is a disregarded entity and such entity consolidates its tax returns with the tax returns of the applicable regarded entity); (xiii) does not fail to maintain adequate capital for its normal obligations, reasonably foreseeable in a business of its size and

character and in light of its contemplated business operations (provided that nothing in this clause (xiii) intentionally deleted, (xiv) does not commingle its assets with any affiliate or any other person or entity, (xv) does not hold itself out to be responsible for the indebtedness of any other person or entity, (xvi) is subject to and complies with all of the limitations on powers set forth in the organizational documents of such entity (and the organizational documents of each general partner or managing member, as applicable, of such entity) as in effect on the Effective Date, and observes all applicable organizational formalities in all material respects, (xvii) holds all of its assets and conducts business in its own name, (xiii) utilizes its own letterhead, invoices and checks, (xix) holds title to its interest in the Property in its own name.

23.2 Landlord Bankruptcy. Landlord agrees that in any case commenced by or against Landlord under Title 11 of the United States Code (the “Bankruptcy Code”), if Landlord elects to reject this Lease pursuant to the provisions of the Bankruptcy Code, the rejection will not terminate this Lease but will be treated only as a breach of this Lease by Landlord, unless Tenant, in its sole and absolute discretion, elects to treat the Lease as terminated. Landlord further agrees that in such bankruptcy case Tenant shall be deemed in possession of the Premises for purposes of Section 365(h) of the Bankruptcy Code, whether Tenant is in actual physical possession of the Premises, or if the Premises is occupied by a third party by sublease, assignment, license, or other permitted occupancy of the Premises; and as a result, upon a rejection of this Lease by Landlord the Tenant shall have the right to elect to remain in possession of the Premises under Section 365(h). Landlord further agrees that following rejection of this Lease, if Tenant assigns to leasehold mortgagee or any third party its interest in this Lease or its interest or right to remain in possession of the leasehold under Section 365(h) of the Bankruptcy Code (in accordance with the terms and conditions of this Lease which permit Tenant to assign its interests thereunder), then such assignee shall have all of the rights of Tenant, and Landlord will not assert that this Lease has been terminated, nor will Landlord otherwise attempt to limit, modify or prohibit the assignment of such interests. The Tenant’s option to purchase pursuant to Section 25 of this Lease shall constitute a right under the Lease in or appurtenant to the real property that the Tenant shall retain under Section 365(h)(1)(A)(ii). Tenant will continue to have all of its rights of election provided for in 11 U.S.C. § 365 (h)(1)(A)(ii) as well as any other rights available to it under applicable federal or state bankruptcy or non-bankruptcy law.

If Tenant has exercised its Purchase Option, Tenant shall be deemed to be in possession of the Property pursuant to the Purchase Option (and not pursuant to Tenant’s leasehold) for the purposes of Section 365(i) of the Bankruptcy Code and shall have the right to remain in possession of the real property and to make the payment due under the option to purchase, reduced by any damages incurred as a result of Landlord’s nonperformance, and to require Landlord (or any trustee of Landlord) to deliver title to Tenant.

24. MISCELLANEOUS PROVISIONS.

24.1 Successors and Waiver. The covenants and agreements contained in this Lease shall apply to, inure to the benefit, and be binding upon the parties, their heirs, permitted assigns, legal representations and other successors in interest, except as otherwise provided in this Lease. The failure of either party to require strict compliance with the provisions of this Lease shall not constitute a waiver of any rights or otherwise prevent either party from subsequently requiring strict compliance with any provisions hereof. No waiver of any provision of this Lease shall be effective unless it is in writing and signed by the waiving party.

24.2 Entire Agreement and Counterparts. This Lease constitutes the whole agreement between the parties, and may not be amended unless by a written agreement signed by both parties. No representation, condition, term of provision not contained in this Lease shall be binding upon either party. When appropriate, words of any gender shall mean and include the other genders, and singular

shall mean and include the other plural, and vice versa. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

24.3 Attorneys' Fees. Except as otherwise expressly provided herein, Tenant upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord in successfully enforcing this Lease (whether by judgment or by payment by Tenant prior to judgment). Landlord upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Tenant in successfully enforcing this Lease (whether by judgment or by payment by Landlord prior to judgment).

24.4 Broker. Landlord and Tenant each warrant to the other that in connection with this Lease neither has employed or dealt with any broker, agent or finder, other than the Broker. Landlord acknowledges that it shall pay any commission or fee due to the Broker, pursuant to a separate written agreement. Landlord shall indemnify and hold Tenant harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Landlord or with whom Landlord has dealt.

24.5 Captions, Time and Survival. The captions and headings used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease. Time is of the essence for the performance of each term, condition and covenant of this Lease.

24.6 Unavoidable Delay. Landlord or Tenant shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any Unavoidable Delay, and any Unavoidable Delay shall not be deemed a breach of or default in the performance of this Lease, it being specifically agreed that any time limit provision contained in this Lease, at Landlord's option, shall be extended for the same period of time lost by Unavoidable Delay, provided, however, in no event shall any Unavoidable Delay excuse or delay (i) Tenant's obligation to timely pay Base Rent as provided in this Lease, (ii) Landlord's obligation to deliver the Premises by the Anticipated Delivery Date, or (iii) Landlord's obligation to provide the Existing Lease Waiver as provided in Section 3(b) herein.

24.7 Authority. Tenant represents and warrants that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant. Landlord represents and warrants that each individual executing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease on behalf of Landlord.

24.8 Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord or Tenant be liable for punitive, indirect, exemplary, incidental, special or consequential damages hereunder.

24.9 Generally. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise or a joint venture with Tenant. This Lease shall be governed exclusively under the provisions hereof and by the laws of South Carolina, without regard to conflict of laws principles. The Exhibits referenced at the end of Section 1 or elsewhere in this Lease and attached hereto are incorporated in and made a part of this Lease. Construction of this Lease shall be according to the content hereof, and without presumption or standard of construction in favor of or against either party hereto.

24.10 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term 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 and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24.11 Americans with Disabilities Act. The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the “ADA”) establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises or the Property depending on, among other things: (1) whether Tenant’s business is deemed a “public accommodation” or “commercial facility”, (2) whether such requirements are “readily achievable”, and (3) whether a given alteration affects a “primary function area” or triggers “path of travel” requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below, (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, and (c) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, ADA Title III “path of travel” requirements triggered by Tenant’s alterations in the Premises. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant’s employees.

24.12 Recording. Simultaneously with the execution of this Lease, Landlord and Tenant shall enter in a memorandum of Lease (the “Memorandum of Lease”) in form attached hereto as Exhibit B, which memorandum shall be recorded in the land records of Richland County, South Carolina. Tenant and Landlord agree to amend, and place of record, the Memorandum of Lease subsequent to delivery of the Exercise Notice to reflect the exercise of the Purchase Option.

24.13 Grant of Right of First Refusal. From and after the Effective Date and during the Term of this Lease, Tenant shall have a right of first refusal to purchase the Property and Landlord shall not sell, transfer or otherwise dispose of all or part of Landlord’s interest in the Property until and unless Landlord shall have: (a) obtained a bona fide offer therefor; (b) given Notice to Tenant, which Notice shall contain (i) the name of the offeror, (ii) the address of the offeror, (iii) all of the terms and conditions of such bona fide offer, and (iv) a true and accurate copy of the actual bona fide offer (“Landlord’s Purchase Offer Notice”); and (c) offered to sell, transfer or otherwise dispose of such interest to Tenant at the same price and upon the same terms and conditions contained in said bona fide offer. If Tenant shall either give notice of rejection of said offer or fail to give notice of acceptance of the same within fifteen (15) business days after the date of receipt of Landlord’s Notice, Landlord’s interest in the Property may, during the three hundred sixty-five (365) days thereafter, be sold, transferred or otherwise disposed of to the original offeror at the same price and upon the materially same terms and conditions contained in said bona fide offer as disclosed in writing to Tenant. If Landlord’s interest in the Property has not been sold, transferred or otherwise disposed of as provided above within the said three hundred sixty five (365) day period, then Tenant’s right of first refusal to purchase the Property shall again be operative and Landlord shall comply with all provisions of this section. In the event Tenant rejects said offer or fails to accept the same, this Lease and all of its terms and conditions, including but not limited to the Purchase Option, shall nevertheless remain in full force and effect and Landlord and any purchaser or purchasers of the Property shall be bound thereby.

25. PURCHASE OPTION

25.1 Landlord hereby grants Tenant an option to purchase (the “Purchase Option”) the Property to be exercised, if at all, at Tenant’s option, at any time prior to the end of the seventh (7th) Lease Year, subject to extension for Unavoidable Delay (the “Option Period”) by written notice (the “Exercise Notice”) from Tenant to Landlord. The purchase price for the Property shall be \$24,000,000, less a credit of \$2,684,187 representing a portion of the Base Rent paid (the “Purchase Price”).

25.2 Unless otherwise agreed by Landlord and Tenant, Closing shall occur no earlier than (i) the first day of the eighth (8th) Lease Year and no later than ninety (90) days thereafter (the "Closing Date"), with the exact Closing Date to be determined by Landlord and Tenant. The Property shall be conveyed to Tenant by limited warranty deed in form and substance reasonably satisfactory to Landlord and Tenant. The Property shall be transferred to Tenant free and clear of all liens, mortgages and monetary encumbrances, with all taxes having been paid. The Property shall also be transferred free and clear of all restrictions, rights-of-way, covenants, conditions and security interests of any type other than those of record as of the Effective Date or approved by Tenant in writing.

(a) The Purchase Option and Closing of the Property shall be subject to the terms and conditions of Purchase Rider attached hereto as Exhibit G and incorporated herein by reference.

(b) The Landlord shall also provide a bill of sale, quitclaim deed utilizing a current survey of the Property, Lease termination, assignment of service contracts (or termination thereof, as requested by Tenant), affidavits as reasonably required by the title insurance company, evidence of Landlord's authority to convey the Property, and such other documents and items as are typically provided in commercial real estate closings in South Carolina, all in form and substance reasonably satisfactory to Tenant and Landlord.

25.3 Documentary deed stamps, Landlord's attorneys' fee, payoffs of all mortgages and liens encumbering the Property and costs of recording all mortgage satisfactions shall be paid by the Landlord. Other recording costs, Tenant's legal fees, costs of title insurance and surveys shall be paid by the Tenant. Real estate taxes shall be the responsibility of the Tenant given that the Tenant is responsible for payment of such taxes pursuant to this Lease.

25.4 This Purchase Option shall run with title to the Property and shall be binding on the Landlord, its successors and assigns in title to the Property. For the avoidance of doubt, the Purchase Option shall be binding on the Landlord and subsequent owners of all or any portion of the Property.

25.5 From the date of the Exercise Notice until the Closing Date, the Landlord (i) shall maintain, repair, operate and conduct its business on the Property in the same manner as it has since the Effective Date and in the ordinary course of business consistent with its past practice; (ii) shall not enter into any agreements, encumbrances, liens, mortgages, easements or other items that would encumber the Property after the Closing Date without the prior written consent of the Tenant in each instance; (iii) shall not transfer, convey or assign the Property in whole or in part to any entity other than the Tenant or its designee; and (iv) shall provide Tenant with copies of all notices Landlord has received from governmental entities during the preceding three (3) years, all environmental studies and assessments of the Property, and all service contracts for the Property. Tenant shall have the right to terminate its exercise of the Purchase Option or exercise the remedies set forth on the Purchase Rider attached hereto as Exhibit G if Landlord fails to comply with any of the foregoing or if any of the governmental notices disclose matters unacceptable to Tenant or if a Landlord Event of Default occurs. Upon any such termination, Tenant shall pay a termination fee of \$500 to Landlord.

25.6 If a Casualty has occurred on the Property that Landlord is in the process of repairing/restoring during the seventh (7th) Lease Year, the time by which Tenant must exercise the Purchase Option, if at all, and provide the Exercise Notice, if not previously provided, shall be extended until sixty (60) days after completion of such repair/restoration as evidenced by delivery of a then-current certificate of occupancy to Tenant and the time for closing on the acquisition of the Property shall be extended to no longer than one hundred eighty (180) days after completion of such repair/restoration as evidenced by delivery of a then-current certificate of occupancy to Tenant. If a Casualty has occurred subsequent to delivery of the Exercise Notice and Landlord is not obligated to repair such Casualty, then Tenant, at its option, may elect to terminate its exercise of the Purchase Option upon payment by Tenant to

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Landlord of a termination fee of \$500 or the Purchase Price shall be reduced by the cost to repair/restore the Property to its condition existing prior to such Casualty.

25.7 To the extent any provisions of Section 15.6 (d) differ from those set forth in this Section 25, the provisions of Section 15.6 (d) shall control.

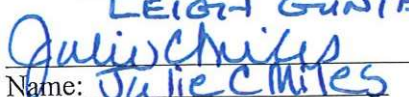
25.8 In the event Tenant does not exercise the Purchase Option during the Option Period, then the Purchase Option will be irrevocably waived and terminated, and Tenant shall have no further rights to exercise the Purchaser Option under any other provision of this Lease.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:


 Name: LEIGH GUNTER

 Name: JULIE CHILES

 Name: _____

 Name: _____

LANDLORD:

400 Laurel, LLC, a South Carolina limited liability company

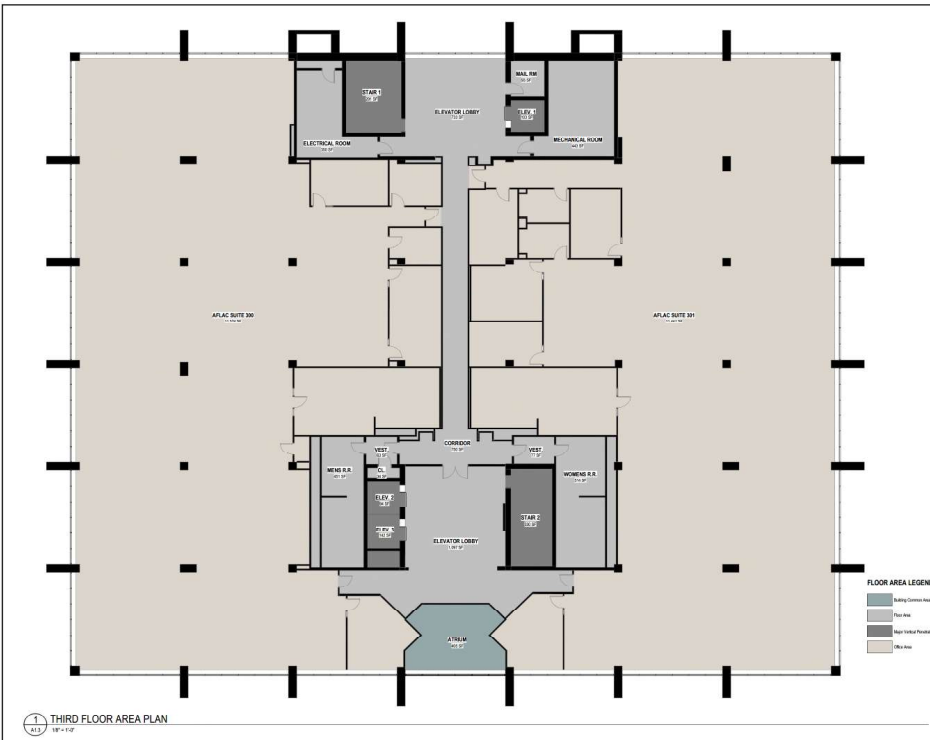
By:  (Seal)
 Name: STEVEN M. ANASTASIOU
 Its: MANAGER

TENANT:

City of Columbia, South Carolina

By: _____ (Seal)
 Name: _____
 Title: _____

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EXHIBIT A-2**PROPERTY SITE PLAN**

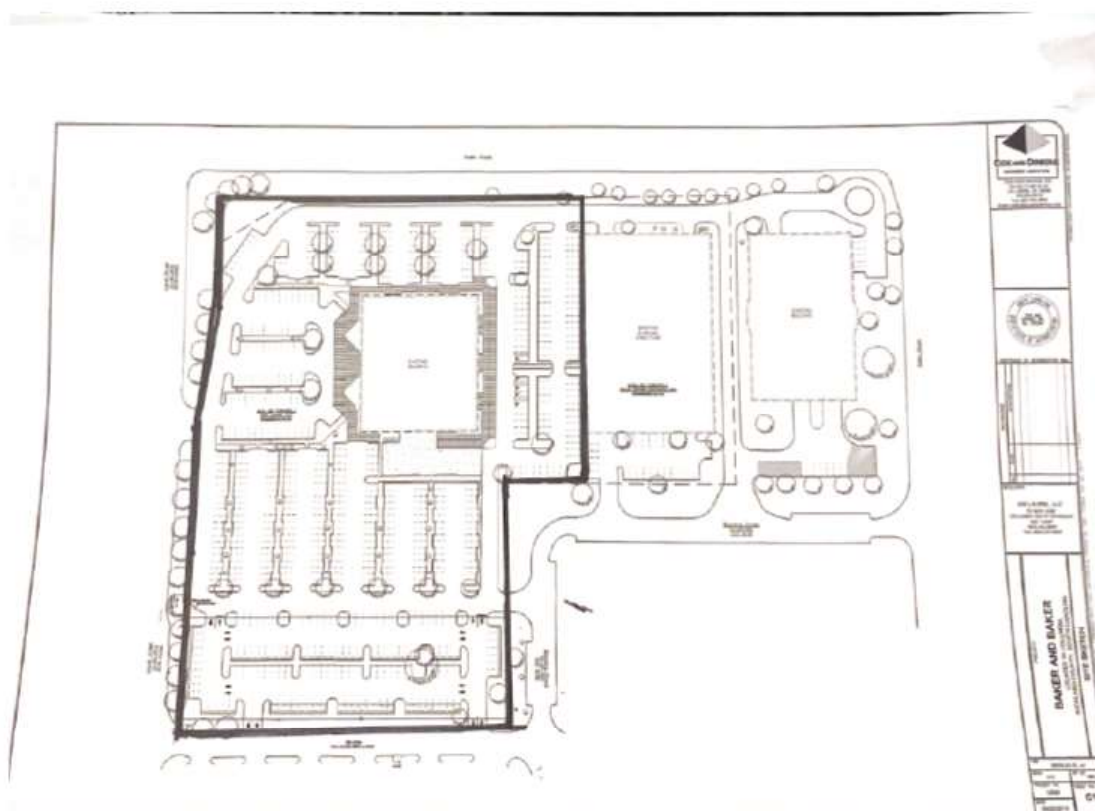
Being the property identified as tax map number 09010-14-01, and being all of the property conveyed to the Landlord by deed recorded in Book 1620 at Page 1475 in the Richland County ROD Office.

Also the property identified as tax map number 09010-14-2 and 09005-02-47 owned by Baker & Baker Real Estate Developers, LLC (now known as Baker Commercial Properties, LLC) to be conveyed to Landlord.

Said property is generally depicted on the site plan attached as Exhibit A-2 page 2.

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EXHIBIT A-2, PAGE 2



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EXHIBIT B

MEMORANDUM OF LEASE

Prepared By/Return To:

Burr & Forman LLP
1221 Main Street, Suite 1800
Columbia, SC 29201
Attn: Judith L. McInnis

MEMORANDUM OF LEASE WITH OPTION TO PURCHASE

[illegible]

This is a Memorandum and Short Form of an unrecorded lease containing an option to purchase ("**Lease**") dated the ____ day of _____, 20____, by and between **400 Laurel, LLC**, a South Carolina limited liability company, with an address of 1400 Pickens Street, 5th Floor, Columbia, SC 29201 ("**Landlord**"), and **City of Columbia, South Carolina**, with an address of 1737 Main Street, Columbia, SC 29201 ("**Tenant**").

RECITALS:

For good and valuable consideration, Landlord shall lease to Tenant and Tenant shall lease from Landlord certain real property, together with all improvements there, located at 400 Laurel Street in Columbia, Richland County, South Carolina, as more particularly described on Schedule 1 attached hereto, and certain rights appurtenant thereto, as more particularly described in the Lease ("**Property**").

The Lease provides for the following:

The Commencement Date is as set forth in the Lease.

The Lease is effective between Landlord and Tenant as of _____, 2023; the Term will commence on the Commencement Date and expire at midnight on the last day of the calendar month in which the twentieth (20th) anniversary thereof occurs.

Tenant has the right on certain conditions to extend the term for four (4) additional, consecutive periods of five (5) years each.

4. The Lease grants the Tenant an option to purchase the Property. The purchase option must be exercised, if at all, at Tenant's option, prior to the end of the seventh (7th) Lease Year. Unless closing is accelerated pursuant to the terms of the Lease, any closing pursuant to the Tenant's exercise of its purchase option shall occur no earlier than (i) the first day of the eighth (8th) Lease Year and no later than ninety (90) days thereafter. The purchase option shall run with title to the Property and shall be

FINAL

binding on the Landlord, its successors and assigns in title to the Property. For the avoidance of doubt, the purchase option shall be binding on the Landlord and subsequent owners of all or any portion of the Property.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used to interpret the provisions of the Lease, and, in the event of conflict between this Memorandum and the Lease, the Lease shall control. Capitalized terms used in this Memorandum shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease this ____ day of _____, 20____.

(Remainder of page intentionally left blank.)

FINAL

Signed, sealed and delivered in the presence of:

Witness #1

Print Name: _____

Witness #2

Print Name: _____

LANDLORD:

400 Laurel, LLC, a South Carolina
limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF RICHLAND

I, a Notary Public of the County and State aforesaid, do hereby certify that
_____, the _____ of 400 Laurel, LLC, a South Carolina
limited liability company, personally appeared before me this day, and acknowledged the execution of the
foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

Print Name: _____

My commission expires: _____

(NOTARIAL SEAL)

FINAL

Signed, sealed and delivered in the presence of:

Witness #1

Print Name: _____

TENANT:

CITY OF COLUMBIA, SOUTH CAROLINA

Witness #2

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF RICHLAND

I, a Notary Public of the County and State aforesaid, do hereby certify that
 _____, the _____ of City of Columbia, South Carolina,
 personally appeared before me this day, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

Print Name: _____

My commission expires: _____

(NOTARIAL SEAL)

SCHEDULE 1
PROPERTY DESCRIPTION

The Property to be conveyed to the Tenant pursuant to the Purchase Option shall include the property identified as tax map number 09005-02-44 if such parcel is owned by the Landlord or an entity related to or affiliated with the Landlord at any time prior to the Closing Date

FINAL

EXHIBIT C**DECLARATION OF COMMENCEMENT DATE**

Attached to and made part of the Lease dated the ____ day of _____, 20____, entered into by and between 400 Laurel, LLC, a South Carolina limited liability company, as Landlord, and the City of Columbia, South Carolina, as Tenant.

Landlord and Tenant do hereby declare that possession of the Premises was accepted by Tenant on the ____ day of _____, _____. The Lease is in full force and effect as of the date hereof; The Commencement Date is hereby established to be _____, _____, and the Initial Term of the Lease shall expire on _____, _____.

WITNESS:

LANDLORD:

400 Laurel, LLC

By: _____
 Name: _____
 Title: _____

WITNESS:

TENANT:

City of Columbia, South Carolina

By: _____
 Name: _____
 Title: _____

FINAL

EXHIBIT D

PURCHASE PRICE ADJUSTMENTS

Month	Purchase Price
1	23,973,731
2	23,947,341
3	23,920,830
4	23,894,198
5	23,867,444
6	23,840,567
7	23,813,567
8	23,786,443
9	23,759,195
10	23,731,822
11	23,704,323
12	23,676,699
13	23,648,947
14	23,621,069
15	23,593,063
16	23,564,928
17	23,536,665
18	23,508,272
19	23,479,749
20	23,451,095
21	23,422,310
22	23,393,393
23	23,364,343
24	23,335,160
25	23,305,844
26	23,276,393
27	23,246,807
28	23,217,085
29	23,187,228
30	23,157,233
31	23,127,101
32	23,096,831

FINAL

33	23,066,422
34	23,035,874
35	23,005,186
36	22,974,357
37	22,943,386
38	22,912,274
39	22,881,019
40	22,849,621
41	22,818,080
42	22,786,393
43	22,754,561
44	22,722,584
45	22,690,460
46	22,658,188
47	22,625,769
48	22,593,201
49	22,560,484
50	22,527,617
51	22,494,599
52	22,461,430
53	22,428,108
54	22,394,635
55	22,361,007
56	22,327,226
57	22,293,290
58	22,259,198
59	22,224,950
60	22,190,545
61	22,155,982
62	22,121,261
63	22,086,381
64	22,051,341
65	22,016,140
66	21,980,778
67	21,945,254
68	21,909,567
69	21,873,716
70	21,837,701

FINAL

71	21,801,522
72	21,765,176
73	21,728,664
74	21,691,984
75	21,655,136
76	21,618,119
77	21,580,933
78	21,543,576
79	21,506,048
80	21,468,348
81	21,430,476
82	21,392,429
83	21,354,209
84	21,315,813

EXHIBIT E
FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “*Agreement*”) is dated as of the ____ day of _____, 20____, by and among _____ (together with its successors, endorsees and assigns, “*Lender*”), **400 LAUREL, LLC**, a South Carolina limited liability company, whose address is 1400 Pickens Street, 5th Floor, Columbia, SC 29201 (the “*Landlord*”), and **CITY OF COLUMBIA, SOUTH CAROLINA**, whose address is 1737 Main Street, Columbia, South Carolina 29201 (“*Tenant*”).

WHEREAS, Landlord is the owner and holder of fee simple title in and to certain real property located at 400 Laurel Street, Columbia, Richland County, South Carolina, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “*Property*”); and

WHEREAS, Lender has or intends to make a loan (the “*Loan*”) to Landlord, which Loan is or is to be evidenced by a Note from Landlord to Lender (together with any and all extensions, renewals or modifications thereof, the “*Note*”), and is or is to be secured by, among other things, a Mortgage (as amended, restated, supplemented or otherwise modified from time to time, the “*Mortgage*”) encumbering the Property; and

WHEREAS, by a Lease Agreement dated as of _____, 2023 (the “*Lease*”), by and between Landlord and Tenant, Landlord leased to Tenant the Property, or a portion thereof, as more particularly described in the Lease (the Property, or portion thereof, subject to the Lease is hereinafter sometimes referred to as the “*Premises*”); and

WHEREAS, Lender and Tenant desire to evidence their understanding with respect to the Mortgage and the Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Subordination. Tenant covenants, stipulates and agrees that the Lease and all of Tenant’s right, title and interest in and to the Property thereunder is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to (a) the Mortgage and the lien thereof, to all of the terms, conditions and provisions thereof, and to any and all advances made or to be made thereunder; (b) any other instruments of security which do now or may hereafter cover the Property or any interest of Landlord therein; and (c) any other documents evidencing, securing or guaranteeing the Note, so that at all times the Mortgage shall be and remain a lien on the Property prior to and superior to the Lease for all purposes, subject to the provisions set forth herein.

2. Non-Disturbance. As a condition to the subordination set forth in Section 1 above, Lender agrees that if Lender exercises any of its rights under the Mortgage, including judicial foreclosure of the Mortgage, or upon acquiring title to the Property by deed-in-lieu of foreclosure, or otherwise, Lender will not disturb Tenant’s right to use, occupy and possess the Premises under the terms of the Lease so long as

FINAL

Tenant is not in default beyond any applicable grace period under any term, covenant or condition of the Lease.

3. Attornment. If, at any time, Lender (or any person or entity, or such person or entity's successors or assigns, who acquires the interest of Landlord under the Lease through foreclosure of the Mortgage or otherwise) shall succeed to the rights of Landlord under the Lease as a result of a default or event of default under the Mortgage, Tenant shall attorn to and recognize such person or entity so succeeding to the rights of Landlord under the Lease (herein sometimes called "**Successor Landlord**") as Tenant's landlord under the Lease, said attornment to be effective and self-operative without the execution of any further instruments. Although said attornment shall be self-operative, Tenant agrees to execute and deliver to Lender or to any Successor Landlord, such other instrument or instruments, in form and substance reasonably satisfactory to Tenant, as Lender or such Successor Landlord shall from time to time request in order to confirm said attornment.

4. Demand for Payment. Landlord authorizes and directs Tenant to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "**Payment Demand**"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Landlord agrees that any payment made by Tenant to Lender in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

5. Lender Covenant/Notice. Lender hereby represents, warrants, covenants and agrees to and with Tenant and Landlord to deliver to Tenant, by certified mail, return receipt requested or nationally recognized overnight delivery service, a duplicate of each notice of default delivered by Lender to Landlord at the same time as such notice is given to Landlord. Tenant shall have the right (but shall not be obligated) to cure such default. Lender further agrees to afford Tenant a period of thirty (30) days beyond any period afforded to Landlord for the curing of such default during which period Tenant may elect (but shall not be obligated) to seek to cure such default, or, if such default cannot be cured within that time, then such additional time as may be necessary to cure such default that Tenant is the sole owner of the leasehold estate created by the Lease.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any successor holder of the Note).

8. Notice. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposited in the United States Postal Service certified mail, postage prepaid, or with a nationally recognized overnight courier, addressed to the address of Landlord, Tenant or Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

Lender's Address: _____

FINAL

With a copy to: _____

Tenant's Address: City of Columbia, South Carolina
Post Office Box 147
Columbia, SC 29217
1737 Main Street
Columbia, SC 29201

With a copy to: Judith L. McInnis, Esquire
Burr & Forman LLP
1221 Main Street, 18th Floor
Columbia, SC 29201

Landlord's Address: 400 Laurel, LLC
1400 Pickens Street, 5th Floor
Columbia, SC 29201

With a copy to: _____

9. Modification. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest.

10. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

*****Remainder of this page intentionally left blank*****
[Signatures on the following pages]

FINAL

IN WITNESS WHEREOF, the parties have hereunto executed this instrument as of the date and year first above written.

WITNESSES:

LENDER:

Witness

Print Name _____

By: _____

Print Name: _____

Witness

Print Name _____

Its: _____

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that _____, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this _____ day of _____, 2023.

(Affix Seal)

Notary Public for South Carolina _____

Print Name: _____

My Commission Expires: _____

FINAL

IN WITNESS WHEREOF, the parties have hereunto executed this instrument as of the date and year first above written.

WITNESSES:

LANDLORD:

400 Laurel, LLC, a South Carolina limited liability company

Witness

Print Name _____

By: _____

Print Name: _____

Witness

Print Name _____

Its: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF RICHLAND)

)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that 400 Laurel, LLC, a South Carolina limited liability company, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this _____ day of _____, 2023.

(Affix Seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

FINAL

IN WITNESS WHEREOF, the parties have hereunto executed this instrument as of the date and year first above written.

WITNESSES:

TENANT:

City of Columbia, South Carolina.,

Witness

Print Name _____

By: _____

Print Name: _____

Witness

Print Name _____

Its: _____

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

I, the undersigned, a Notary Public, do hereby certify that City of Columbia, South Carolina, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this _____ day of _____, 2023.

*(Affix Seal)*_____
Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

FINAL

Exhibit A
(Legal Description of Property)

FINAL

EXHIBIT F**[INTENTIONALLY OMITTED]**

EXHIBIT G
PURCHASE RIDER

Landlord and Tenant agree that, as of the Effective Date, Landlord is the fee simple owner of the Property and that the Property is subject to the following (and only the following) encumbrances, liens, easements, covenants and other items of record in Richland County Register of Deeds' Office (collectively, the "Existing Title Exceptions"):

[Landlord and Tenant agree to insert the list of title exceptions into this exhibit as soon as the title search is available and to attach such revised Exhibit to this Lease]

At or prior to closing of the Purchase Option, Landlord shall pay in full and satisfy all mortgages, liens and other monetary encumbrances of the Property and provide satisfactory evidence thereof to Tenant.

Landlord agrees that, subsequent to the Effective Date, it shall not encumber, or permit the encumbrance of, the Property or any portion thereof with any encumbrances liens, easements, covenants or other items, other than the Existing Title Exceptions, without the prior written consent of the Tenant in each instance. If Landlord should violate the foregoing agreement by encumbering (or allowing the encumbrance of), such matters shall be considered as "Encumbrance Violations",

If Landlord breaches or violates the provisions of Section 25.5 of this Agreement or there are Encumbrance Violations, then the Tenant shall have the right to obtain an appraisal of the Property taking into consideration and valuing the Encumbrance Violations and/or violations of Section 25.5 of this Agreement, and the Purchase Price set forth in this Agreement shall be reduced by the amount attributed in such appraisal to the Encumbrance Violations and/or Section 25.5 violations.

Notwithstanding anything to the contrary in this Lease or this Exhibit G, the parties agree that the Property to be conveyed to the Tenant pursuant to the Purchase Option shall include the property identified as tax map number 09005-02-44 if such parcel is owned by the Landlord or an entity related to or affiliated with the Landlord at any time prior to the Closing Date; if such parcel is not then owned by such entity but is, at the Closing Date, subject to an agreement allowing such entity to acquire the parcel, then such acquisition agreement shall be terminated at closing of the Purchase Option.

FINAL

EXHIBIT H**COMMON AREAS**

Areas utilized by the tenant under the AT&T Lease for ingress and egress to the space leased pursuant to the AT&T Lease, subject to approval of Landlord and Tenant



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: R-2023-057 - Infrastructure Improvement grant for SC Columbia Jamil, LLC

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** R-2023-057 - Infrastructure Improvement grant for SC Columbia Jamil, LLC (PDF)

RESOLUTION NO.: R-2023-057*Supporting future infrastructure improvement grant for SC Columbia Jamil, LLC*

WHEREAS, the City of Columbia (hereinafter "City") region has been identified as a desirable location for commercial development; and

WHEREAS, SC Columbia Jamil, LLC, has a business recruitment prospect previously referred to as Project Tango (hereinafter "Project"); and

WHEREAS, the City provides the required water and wastewater utility infrastructure and services which are necessary to the recruitment of the Project; and

WHEREAS, SC Columbia Jamil, LLC requests the City's support for an infrastructure improvement grant of no more than Nine Hundred Seventy-Five Thousand and Zero/100 Dollars (\$975,000.00) contingent upon the design of water and wastewater infrastructure improvements to meet City design guidelines, and upon future acceptance of that infrastructure by the City as publicly owned and operated infrastructure; and

WHEREAS, SC Columbia Jamil, LLC and the City agree that a written grant agreement shall be entered into by the parties at some future date; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of ____, 2023, that the City of Columbia supports SC Columbia Jamil, LLC in the development plans of the Project and supports a future infrastructure improvement grant of no more than Nine Hundred Seventy-Five Thousand and Zero/100 Dollars (\$975,000.00) for water and wastewater infrastructure to be submitted for Council approval at a future date.

Assistant City Manager Palen _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Deputy City Attorney _____

City Clerk _____

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Council of Governments

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Citizens Advisory Committee for Community Development

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Climate Protection Action Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Housing

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Design Development Review Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Economic Development & Infrastructure Committee Report
for June 13, 2023 - The Honorable Peter M. Brown

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
Communications and Marketing Services
Management and Organizational Assessment



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Administration



We Are Columbia

MEETING DATE: June 20, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

City of Columbia, Congaree Riverkeeper, and Gills Creek Watershed Association, Appellants, v. City of Columbia Board of Zoning Appeals and One Helms, LLC, Respondents