



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 21, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, September 21, 2021 at 2:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9332**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the September 7, 2021 City Council Meeting and September 8, 2021 Emergency Meeting Minutes.

PRESENTATIONS

2. Recognition of Ms. Vickie Shockley, Human Resources Specialist - Ms. Pamela Benjamin, CPM, Chief of Staff
3. Vote 411 Update - Mrs. Lady June Cole, PhD., President and Mrs. Keller Barron, Co-Chair of Vote 411 / League of Women Voters of the Columbia Area
4. Public Safety Update
 - Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department
 - Mr. Aubrey Jenkins, Fire Chief / Columbia-Richland Fire Department



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021**

CITY COUNCIL DISCUSSION / ACTION

5. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

CONSENT AGENDA ITEMS 6 THROUGH 22

6. Council is asked to approve an Agreement Covering Municipal Lighting for the Street Lighting LED Conversion Project, as requested by the Public Works Department. Award to Dominion Energy South Carolina, Inc.
7. Council is asked to approve a Professional Services Agreement for State Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to Tompkins, Thompson & Brown Government Affairs in an amount not to exceed \$54,000.00. This firm is located in Columbia, SC.
- Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$54,000.00*
8. Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Human Resources Department. Award to Cornerstone On Demand, Inc., in the amount of \$61,087.91. The firm is located in Santa Monica, CA.
- Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$61,087.91*
9. Council is asked to approve the Riverfront Access Road Easement and Maintenance Agreement for the Carolina Crossroads Project between SCDOT, the City of Columbia, and Dominion Energy South Carolina, Inc., as requested by the Legal Department.
10. Council is asked to approve an Economic Development Grant Agreement for a Business Relocation and Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Graph-itti, Inc. in an amount not to exceed \$15,000.00. This firm is located in Columbia, SC
- Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$15,000.00.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021**

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11. Council is asked to approve an Economic Development Grant Agreement for a Facilities Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Bierkeller, LLC in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC.

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$100,000.00.

12. Council is asked to approve a Contract for a Genetec Streamvault 2011E Series Server, as requested by the Information Technology Department. Award to Knights Security Systems, LLC, using the GSA Cooperative Contract in the amount of \$63,051.10. This vendor is located in Austin, TX.

Funding Source: General Capital Projects - Computer/Electrical Equipment Capital (4039999 - CP105908 - 658600). The original budget amount is \$65,000.00.

13. Council is asked to approve a Renewal of the Lease Agreement for Motorola Radios, as requested by the Columbia Police Department. Award to Motorola Inc., using the SC State Contract, in the amount of \$327,101.78. The vendor is located in Blythewood, SC.

Funding Source: Police Administrative Services - Radio Equipment (1012402 - 627800). The original budget amount is \$327,101.78.

14. Council is asked to approve the Purchase of a Western Star 4700 Cab/Chassis for the Solid Waste Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$268,017.00. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$268,017.00.

15. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P030765; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Brickyard Road, as requested by Columbia Water. Award to SCDOT in the amount of \$58,387.84.

Funding Source: Water Improvement Fund - Utility Conflicts FY 21/22 CIP (WM335521 & WM335522). The original budget amount is \$58,387.84.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021**

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16. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID P030764; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Christie Road, as requested by Columbia Water. Award to SCDOT in the amount of \$97,429.72.

Funding Source: Water Improvement Fund-Utility Conflicts FY 21/22 CIP (WM3355). The original budget amount is \$97,429.72.

17. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P030763; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Piney Woods Road, as requested by Columbia Water. Award to SCDOT in the amount of \$187,511.58

Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM335521 & WM335522). The original budget amount is \$187,511.58.

18. Council is asked to approve an addendum to the Memorandum of Agreement for Lake Katherine to partner with the Homeowners Association for consulting and purchase of a new gate control on the outlet structure of the lake, as requested by Columbia Water. Award to the Lake Katherine Homeowners Association in the amount of \$110,000.00.

Funding Source: Wastewater Improvement Fund - FY 21/22 CIP (SS726101). The original budget amount is \$110,000.00

19. Council is asked to approve the Fiscal Year 2021/2022 Purchase of Grundfos Yeomans, PACO, Chicago and Morris Pumps, Parts, Maintenance and Repair Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood Inc., as a Sole Source in an amount not to exceed \$90,000.00. This vendor is located in Sanford, NC.

Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment - Capital (5516208-658300). The original budget amount is \$90,000.00.

20. Council is asked to approve the Fiscal Year 2021/2022 Purchase of VAG Valves, Morris Pumps, Control Panels, VFD's, Rotork Electrical Valve Actuators, Control Systems Seepex Pumps, Parts, Repairs and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Heyward-Charlotte Inc., as a Sole Source in an amount not to exceed \$100,000.00. This vendor is located in Charlotte, NC.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 21, 2021

*Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment - Capital (5516208-658300).
The original budget amount is \$100,000.00.*

21. Council is asked to approve the Fiscal Year 2021/2022 Purchase of Flygt Pumps Products, Parts, Repair Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Xylem Water Solutions USA Inc., as a Sole Source in an amount not to exceed \$200,000.00. This vendor is located in Charlotte, NC.

*Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300).
The original budget amount is \$200,000.00.*

22. Ordinance No.: 2021-063 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

First reading approval was given on September 7, 2021.

RESOLUTION

23. Resolution No.: R-2021-102 Ratifying and Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022
24. Resolution No.: R-2021-104 Authorizing acceptance of donated property within the Bull Street Development known as the Pump Station Parcel, which property is a portion of Richland County TMS R11501-01-01 from Bull Street Development, LLC, for development of a new pumping station and authorizing the City Manager to execute all documents necessary to effectuate this transfer

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

25. Resolution No.: R-2021-095 Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 18, 2021



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021**

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26. Resolution No.: R-2021-101 Authorizing consumption of beer and wine only at Five After Five in Five Points on Thursday, October 21, 2021

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTER

27. ZONING TEXT AMENDMENT for revisions to new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

Ordinance No: 2021-071 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Proposal: Revise new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/02/2021; Approval (5-0)

PUBLIC HEARING

28. Community Development Draft 2020 Consolidated Annual Performance Evaluation Report (CAPER) / Final Public Hearing - Ms. Dollie Bristow, Community Development Administrator

OTHER MATTERS

29. Council is asked to approve the Installation of two (2) Speed Humps on Heath Hill Road, as requested by the Public Works Department.

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



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 21, 2021**

APPOINTMENTS

- 30. Climate Protection Action Committee
- 31. Midlands Authority for Conventions, Sports, and Tourism
- 32. Transportation Penny Oversight Committee

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

- 33. Affordable Housing Task Force Report - The Honorable Tameika Isaac Devine

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Redistricting
Bond Court
Business License Model Ordinance*

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

Mutual Aid Agreement with the City of Orangeburg, SC

ADJOURNMENT



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the September 7, 2021 City Council Meeting and September 8, 2021 Emergency Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** MN_09_07_2021 (PDF)
- **#b:** MN_09_08_2021 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

The Columbia City Council conducted a meeting on Tuesday, September 7, 2021 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:13 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda, subject to taking presentations up first and deferring appointments to the Citizens Advisory Committee to Columbia Police Department.

PRESENTATIONS

1. Resolution No.: R-2021-100 Approving the Honorary Naming of Richland Street between Two Notch Road and Oak Street "Trinity Baptist Church Way" – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-100 Approving the Honorary Naming of Richland Street between Two Notch Road and Oak Street "Trinity Baptist Church Way".

Mayor Benjamin said Trinity Baptist Church has been a pillar of the community for many years and I am excited to do this.

Deacon Reginald Reardon thanked Council on behalf of Trinity Baptist Church.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

2. Extraordinary Headhunters, LLC Business Spotlight - Ms. Melissa Lindler, Office of Business Opportunities Director – *Received as information. No action was taken.*

Ms. Melissa Lindler, Office of Business Opportunities Director said The City of Columbia Office of Business Opportunities is pleased to recommend Ms. Kiara Streater, president and CEO of Extraordinary Headhunters, LLC, as the 2021 Small Business Spotlight Honoree. The company is a full service staffing and marketing firm headquartered in Columbia. The three-year-old company recently opened four new operations in Colorado Springs, Colorado; Denver, Colorado; Seattle, Washington; and Grand Rapids, Michigan. Her story is certainly one of triumph and resiliency. In the spring of 2018 a terrible car accident left her with a serious brain injury that would require speech therapy and memory recovery. She used her principles of faith and the foundation of family to mold what recovery would look like. Those principles became the foundation that allowed Extraordinary Headhunters not only to evolve but to prosper even in the midst of adversity. Over the past 18 months, the company has provided more than 70,000 free COVID-19 tests in South Carolina, New Jersey, and New York. They have also been able to secure employment for 10,000 people and donated over \$450,000 to those affected by the pandemic. Ms. Streater has been recognized by South Carolina Women in Business 2021, the Best and Brightest Under 35, and the Better Business Bureau. She serves on the Forbes Business Council Committee, South Carolina Chamber of Commerce Business Committee, Columbia Chamber of Commerce Business Council and as a member of United Ways Young Leaders Society and Women in Philanthropy.

Mrs. Kiara Streater, Founder and CEO of Extraordinary Headhunters, LLC said when you are working so hard you don't realize all the things that you have done. I am honored and grateful for this amazing opportunity. Thank you all so much. We make a lot of sacrifices because we are committed to the community. We changed our entire business model before the pandemic. We never did anything with medical but we wanted to be a positive resource to the community. We partner with a company to provide free COVID testing all over the state of South Carolina. Next Tuesday, we are doing free COVID testing in all the local schools in the low country. I am so grateful for all the opportunities we have been able to provide. We love South Carolina, we love Columbia and we are going to continue to make you proud.

- *Extraordinary Headhunters, LLC Business Spotlight Honoree for 2021 Proclamation - The Honorable Mayor Stephen K. Benjamin*

Mayor Benjamin and the members of City Council proclaimed Extraordinary Headhunters, LLC as the Business Spotlight Honoree for 2021 in the City of Columbia.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

3. Award of Excellence from the International Association of Business Communicators South Carolina Chapter 2020 Palmetto Awards – Ms. Leshia Utsey, Director of Public Relations, Media and Marketing

Ms. Leshia Utsey, Director of Public Relations, Media and Marketing said I am very excited to announce that we won the award for our Resilient Columbia micro-site. It was born out of a need for an online hub for business information, education, safety tips, and resources for our citizens. It started in April 2020 and it is still going. We are updating information daily and it truly has served as a resource for the city. We thank everyone for their input on a daily basis. We thank our Mayor, Council and City Manager for their vision and for pushing us to find new ways to communicate during the pandemic.

Ms. Teresa Wilson, City Manager took a moment of personal privilege to recognize the following City of Columbia employees:

- Erika D. Moore Hammond, City Clerk for 20 years of service
- Chanique Belton, Executive Assistant to Council for 10 years of service
- Pamela Benjamin, Chief of Staff for 10 years of service
- Ashley Jenkins Woods, Executive Assistant to the City Manager for 10 years of service

Mayor Benjamin said congratulations to all of you and thank you for your service.

APPROVAL OF MINUTES

4. Council is asked to approve the August 5, 2021 Emergency Meeting and August 17, 2021 City Council Meeting Minutes. – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve the August 5, 2021 Emergency Meeting and August 17, 2021 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 5 THROUGH 29

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 5 through 29**.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

5. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Services Related to Supporting our Military, Retention of Military Personnel, and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: ED Special Projects (5518419-638500). The original budget amount is \$53,500.00.

6. Council is asked to approve an Agreement for Voice and Data Cabling Services for an initial term of three years with the option to renew for two additional one-year periods, as requested by the Information Technology Services Department. Award to M/D Technologies, LLC in the amount of \$75,000.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Telecomm Central Stores - Wiring Charges (6208962-632120). The original budget amount is \$75,000.00.

7. Council is asked to Repeal the Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022 Awarded to CapitalEdge Strategies, LLC in an amount not to exceed \$83,750.00 approved on August 3, 2021 and Replace with a Professional Services Agreement for Federal Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC. – *Approved*

Funding source: Governmental Affairs (1011103-636600) The original budget amount is \$90,000.00.

8. Council is asked to approve the Renewal of Coban Data Video Mobile Service Solution Maintenance, as requested by the Columbia Police Department. Award to COBAN Technologies using the HGAC Contract in the amount of \$99,378.67. This vendor is located in Houston, TX. – *Approved*

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount \$99,378.67.

9. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2021/2022, as requested by the Columbia Fire Department. Award to Motorola, Inc. using the SC State Contract in the amount of \$129,600.00. This vendor is located in Blythewood, SC. – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

Funding Source: Fire Suppression - Maintenance & Service Contract (1012303-638200). The original budget amount is \$129,600.00.

10. Council is asked to approve the Renewal of Kronos Telestaff Software Support Services, as requested by the Budget & Program Management Office. Award to Kronos Inc., in the amount of \$87,737.55. This vendor is located in Chelmsford, MA. – *Approved*

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$87,737.55.

11. Council is asked to approve the Renewal for EnerGov Software Maintenance, as requested by the Budget & Program Management Office. Award to Tyler Technologies, Inc., in the amount of \$125,510.32. This vendor is located in Duluth, GA. – *Approved*

Funding Source: Engineering Administration (5511701-638200) \$55,772.08; Engineering Stormwater Improvements (5534202-638200) \$20,384.00; Business License (1011403-638200) \$7,488.00; Development Services (1014101-638200) \$19,864.00; Police Administrative Services (1012402-638200) \$22,002.24. The original budget amount is \$125,510.32.

12. Council is asked to approve the Renewal for Elevator Maintenance Services, as requested by the Support Services Division. Award to Otis Elevator using the OMNIA Agreement in the amount of \$125,520.00. This firm is located in West Columbia, SC. – *Approved*

Funding Source: Utilities Lake Murray Water Plant - Maintenance & Service Contract (5516207-638200) \$15,000, General Support Services - Maintenance & Service Contract (1011201-638200) \$16,080, Drew Wellness Center - Maintenance & Service Contract (1015115-638200) \$2,700, Support Service Public Building - Maintenance & Service Contract (5511219-638200) \$27,360, Parking Taylor Street Deck - Maintenance & Service Contract (5313107-638200) \$4,560, Parking Sumter Street Park - Maintenance & Service Contract (5313106-638200) \$9,120, Parking Arsenal Hill Deck - Maintenance & Service Contract (5313103-638200) \$3,420, Parking Lady Street Deck - Maintenance & Service Contract (5313104-638200) \$9,120, Parking Washington Street Deck - Maintenance & Service Contract (5313108-638200) \$4,560, Parking Park Street Deck - Maintenance & Service Contract (5313109-638200) \$5,400, Parking PJ Cannon Deck - Maintenance & Service Contract (5313114-638200) \$9,120, Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$4,560, Parking Lincoln Street Deck - Maintenance & Service Contract (5313112-638200) \$5,400, Parking Devine Street Deck - Maintenance & Service Contract (5313115-638200) \$9,120. The original budget amount is \$125,520.00.

13. Council is asked to approve the Renewal of the Excess Workers Compensation Insurance Policy for Fiscal Year 2021/2022, as requested by the Safety and Risk Management Department. Award to Safety National in the amount of \$173,097.10. This vendor is located in Chicago, IL. – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

Funding Source: Worker's Compensation Administration Insurance and Bonding (6098939-636200). The original budget amount is \$173,097.10.

14. Council is asked to approve the Renewal of Property Insurance Policies for Citywide Buildings and the Columbia Canal Hydroelectric Generating Facility for Fiscal Year 2021/2022, as requested by the Safety and Risk Management Department. Award to Willis Towers Watson in the amount of \$327,530.00. This vendor is located in Chicago, IL. – *Approved*

Funding Source: Premiums and Policies (6058935-644100). The original budget amount is \$327,530.00.

15. Council is asked to approve a Contract for Citywide Safety Shoes and Boots for a term of one year, as requested by the Procurement and Contracts Department. Award to Tyler Brothers Safety Shoes in an amount not to exceed \$212,000.00. This firm is located in Wagner, SC. – *Approved*

Funding Source: Supplies - Safety Clothing and Supplies (6208956-625900). The original budget amount is \$212,000.00.

16. Council is asked to approve a Contract for the Lancaster Street Paving Project, as requested by the Public Works Department. Award to Palmetto Corp in an amount not to exceed \$56,905.00. This firm is located in Conway, SC. – *Approved*

Funding Source: County Transportation Committee Fund - Street Resurfacing Capital Project Cost (4079999-SR911348-658650). The original budget amount is \$153,567.00.

Palmetto Corp is the prime contractor and will provide paving services at 92.04% (\$52,375.00) of the total contract amount.

The following subcontractors will provide additional services:

Weaver Construction Services of Longs SC, will provide pavement marking services at 7.96% (\$4,530.00) of the total contract amount.

17. Council is asked to approve a Contract for the Chestnut Hills Paving Project, as requested by the Public Works Department. Award to Eurovia Atlantic Coast dba Blythe in an amount not to exceed \$845,627.33. This firm is located in West Columbia, SC. – *Approved*

Funding Source: County Transportation Committee Fund - Street Resurfacing Capital Project Cost (4079999-SR911347-658650). The original budget amount is \$1,620,000.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

Eurovia Atlantic Coast dba Blythe is the prime contractor and will provide paving services at 91.49% (\$773,664.45) of the total contract amount.

The following subcontractors will provide additional services:

Coogler Construction of Irmo SC, will provide CMRB/Milling services at 7.51% (\$63,506.61) of the total contract amount.

Peek Pavement Markings, LLC of Columbus, GA, will provide striping services at 1.00% (\$8,456.27) of the total contract amount.

18. Council is asked to approve the Purchase of a Side Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to National Auto Fleet Group, using the Sourcewell Cooperative Contract, in the amount of \$126,107.00. This vendor is located in Watsonville, CA. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$126,107.00.

19. Council is asked to approve the Purchase of Replacement Auto and Light Truck Parts, as requested by the Fleet Services Division. Award to Napa Auto Parts, using the State Contract, in an amount not to exceed \$216,000.00. This vendor is located in Atlanta, GA. – *Approved*

Funding Source: Equipment Services Fuel Parts & Repair - Repair Parts (6308970-672700). The original budget amount is \$216,000.00.

20. Council is asked to approve the Purchase of Sewer Equipment for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Jet-Vac Equipment, using the Sourcewell Cooperative Contract, in the amount of \$436,172.00. This vendor is located in Sumter, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance (5516205-658500). The original budget amount is \$450,000.00.

21. Council is asked to approve a Contract for Project SS7578; New 8" Sewer Extension at 519 Winmet Drive, as requested by Columbia Water. Award to Smoak Construction, LLC in an amount not to exceed \$74,466.00 which includes contingency. This firm is located in Little Mountain, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS757801-658650). The original budget amount is \$74,466.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

This is a Mentor Protégé Program Protégé Led project. Smoak Construction, LLC, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide equipment and personnel services at 85.00% (\$52,695.53) of the total contract amount.

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

Fortiline Waterline LLC, located in Columbia, SC, will provide fittings, manhole and sewer pipe at 15.00% (\$9,359.47) of the total contract amount.

22. Council is asked to approve the Purchase of Purate (Sodium Chlorate/Hydrogen Peroxide) for the Lake Murray Water Plant, as requested by Columbia Water. Award to Water Solutions, as a Sole Source in an amount not to exceed \$200,000.00. This vendor is located in West Haven, CT. – *Approved*

Funding Source: Utilities Lake Murray Water Plant - Chemicals (5516207-624800). The original budget amount is \$200,000.00.

23. Council is asked to approve a Contract for Project SD8467; Falling Springs Improvements, as requested by Columbia Water. Award to RCG Construction, LLC in an amount not to exceed \$331,648.50 which includes contingency. This firm is located in Lexington, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5549999-SD846701-658650). The original budget amount is \$419,008.00.

This is a Mentor Protégé Program Protégé Only project. RCG Construction, LLC, a Minority Business Enterprise (W), is the protégé and will provide storm drain installation at 69.90% (\$201,592.00) of the total contract amount.

The following subcontractors will provide additional services:

Palmetto Corp. of Lugoff, SC will provide paving services at 4.90% (\$14,000.00) of the total contract amount.

L.A. Barrier & Sons, Inc., a Minority Business Enterprise (W) of Lexington, SC, will provide hauling at 25.20% (\$72,798.00) of the total contract amount.

24. Council is asked to approve the Contract for Landfill Waste Disposal Services for an initial term of five (5) years with the option to renew for an additional five (5) year period, as requested by Columbia Water. Award to Waste Management of SC, Inc., in an amount not to exceed \$440,000.00. This firm is located in Elgin, SC. – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955-631900). The original budget amount is \$440,000.00.

25. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P027198; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Patterson Road and Caroline Road, as requested by Columbia Water. Award to SCDOT in the amount of \$531,593.10. – *Approved*

Funding Source: This work will be funded through the Water Improvement Funds from FY 21/22 CIP WM335521 & WM335522 – Utility Conflicts Annual. The original budget amount is \$531,593.10.

26. Council is asked to approve an Agreement for Project WM442202; I-26 Widening Inspection Services for an initial term of two years with the option to renew for two additional one-year periods, as requested by Columbia Water. Award to Michael Baker International in an amount not to exceed \$552,345.93. The firm is located Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM442202-658650). The original budget amount is \$552,345.93.

This is a Mentor Protégé Program project. Michael Baker International is the mentor and will provide overall project management, program scheduling, and construction management services at 80.00% (\$441,845.93) of the total contract amount. Chao and Associates, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide construction observation and reporting services at 20.00% (\$110,500.00) of the total contract amount.

27. **ZONING TEXT AMENDMENT** to Amend the text of the Unified Development Ordinance - *First reading approval was given on August 17, 2021 – Approved on second reading.*

Ordinance No: 2021-062 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2) A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure - First reading approval was given on August 17, 2021 – Approved on second reading.

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

28. Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$31,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto - *First reading approval was given on August 17, 2021 – Approved on second reading.*
29. Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03 - *First reading approval was given on August 17, 2021 – Approved on second reading.*

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 2:34 p.m. for the discussion of **Item 30**.

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

COVID-19

- Intergovernmental Collaboration
- Premium Pay

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to resume the meeting at 3:29 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

CITY COUNCIL DISCUSSION / ACTION

31. COVID-19 Update and Related Policies and Protocols - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said as we look at the legal battle that we lost in the Supreme Court last week, we want to remind people that this is not about who can and can't prevail in a courtroom, but how we can best protect our most vulnerable citizens, particularly our children. All of our conversations should be centered on one guiding star, which is keeping our kids safe. As of last Thursday, more than 17,000 children under the age of 10 have been diagnosed with COVID-19 in the six weeks since schools opened back up in late July. Children under 10 make up 12% of all COVID-19 cases according to DHEC's data. The surge in infections among young children is forcing schools to suspend in-person classes and taxing children's hospitals across the state. We are very fortunate to have Dr. Caughman Taylor with us today. He is chair of the Palmetto Health - USC Medical Group Department of Pediatrics and Senior Medical Director at Prisma Health Children's Hospital. It's important to note that a public health crisis creates an education crisis. Mom and dad have to go home to take care of the most important people in their lives. As of Thursday afternoon, more than four dozen schools in at least 20 South Carolina districts have temporarily transitioned to full virtual learning because of the COVID-19 outbreaks. More schools are closing their doors each day according to the Department of Education. We have to do so much more to protect our children and give our doctors and nurses a much needed break. The state superintendent of education, districts supervisors, teachers, pediatricians, children's hospital doctors and nurses, and DHEC all agree that we have to work harder to protect our children. I am very proud of the leadership that this Council has shown in that regard.

Dr. Roger "Caughman" Taylor, Chair of the Palmetto Health - USC Medical Group Department of Pediatrics and Senior Medical Director at Prisma Health Children's Hospital - Midlands said it has been a very challenging time in our children's hospitals and across our community. We as human beings have a hard time processing numbers and data but I can tell you we are living it. Seeing the sadness, anxiety, and fear of the families that we take care of has been very difficult but our team has been up to the challenge. It is unlike anything in my 35 years of being a pediatrician and leader of our children's hospital since 2002. South Carolina leads the nation in new cases per capita. Admissions, deaths, and hospitalizations all follow those numbers. Today, there are 33 children hospitalized across the state. Half of those are in the ICU and half of those are on ventilators. I can tell you that we peaked at about 15 admissions per day in the children's hospital. When we were all locked down and everybody was taking precautions, we never got over six. Luckily we are down to seven, the lowest number I have seen in three to four weeks. I want to stress that in every children's hospital today, everybody who is there is unvaccinated. About half



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

the children are under 12 so they have no opportunity to be vaccinated. It falls on us as adults, parents, and the community to protect them. The other half have been kids who were eligible, but did not get vaccinated. This is very difficult to see. Advocating for vaccinations, pushing for vaccinations, and providing vaccinations is about all we can do for the older kids, which also protects the younger children. I have led children's hospitals since 2002 and we have never gone more than five or six nights but not five or six weeks where every night we have been full. We have had to hold children in the pediatric emergency room. Our wait time has sometimes been four or five hours. We have engaged our private pediatrician community and they have responded tremendously. They hold children in their offices until we can get beds available, they also encourage people not to come to our emergency room for simple illnesses, and they are also working hard and seeing more kids themselves. Today Greenville's Pediatric Intensive Care Unit (PICU) is at 100% and we are also at 100%. The ramifications of holding children in our emergency room and being at full capacity in the PICU is that many children and families are leaving without being seen. Sometimes a minor illness translates into a more severe illness because the child is not seen. This delta variant is more contagious and spreads more easily. It may be a thousand times more infectious than other variants that we've had. It's easier to contract the disease and that's why children didn't get it before. Our children were protected when this first came out. We all kind of hunkered down, we had businesses close to a large extent, we had social distancing, people didn't go to large gathering, and people were wearing masks. The schools that were open mandated masks and social distancing. If you were looking for the proof of masks, the data is there. Our children's hospital was not busy last winter. According to the CDC, there was one death in the whole United States from the flu, compared to about 150 to 200 every year in children. If you have a more contagious variant it can spread more easily and we are concerned it will spread more easily through the schools. The children that typically are higher risk are those who have underlying health conditions. Yes, we are seeing healthy children get this but the vast majority of the children who are the sickest are kids who have obesity. South Carolina is one of the top states for obesity rates. We have about one in four to one in five kids classified with obesity. We also have one in 10 to one in 12 kids with asthma and we also have diabetes and other risks. This is not like the flu or respiratory syncytial virus (RSV). With the flu we build up natural protection after exposure. The other thing is the flu vaccine does prevent against death and hospitalization. We are able to vaccinate children that are six months and older. We also have drugs to give children who are high risk. RSV typically only affects really young children and we are able to give a product to children who are high risk. For COVID we don't have either. I can't vaccinate under 12. I can't give them a monoclonal antibody. We don't have those tools for children but yet we are facing a more contagious virus that is spreading more often. We as pediatricians are advocating for vaccinations. The tools that we have right now to protect children are masking and vaccinations. Vaccinations of children between 12 and 17 have risen to about 25%. The data is very clear; where there are low rates of vaccination there are high rates of hospitalization and higher risk of death.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

I'm not talking about the children populations because all the data is unvaccinated until recently. This weekend Prisma Health Richland had the highest number of patients we have had at any point. This is a true emergency. I am there every day hearing it in my people's voice how tired they are and how hard they are working. We appreciate your support to push for vaccinations by being role models.

Mayor Benjamin applauded all health care providers for protecting our children.

Councilor Devine said I am glad that you stressed that the tools we have to protect ourselves are masks and vaccinations. We have to understand that this is not political and it is just science. Vaccinations are really where we have to push. There are still so many people who have thoughts about the vaccination. From your experience being in the hospital, speaking to parents that have unvaccinated children that are eligible to be vaccinated, is there any information, any anecdotal data, that you can give us that may have broken through to some people who may have initially not wanted to get vaccinated? Is there any information that you feel is more helpful when you're talking to people and educating them about the importance of being vaccinated?

Dr. Roger "Caughman" Taylor, Chair of the Palmetto Health - USC Medical Group Department of Pediatrics and Senior Medical Director at Prisma Health Children's Hospital - Midlands said when we talk about impacting individuals as being a pediatrician, I want to be able to have factual data. We find that factual data doesn't always work. We have to remind them that they don't see things like smallpox, polio and measles because vaccinations work. Personal relationship is key. Sometimes it takes for a relative or close friend to be impacted. I wish it wasn't that way. It's kind of tough to see because as a pediatrician we believe in vaccination. Kids are healthy because of vaccinations but this is just a different time. Try to get rid of misinformation, provide information, try to address the fears, and use people they trust.

Councilor Rickenmann said the number that was most shocking to me was that only 25% of children between 12 to 17 are vaccinated. Do we need to convince the parents or what can be done?

Dr. Roger "Caughman" Taylor, Chair of the Palmetto Health - USC Medical Group Department of Pediatrics and Senior Medical Director at Prisma Health Children's Hospital - Midlands said pediatricians were just recently able to get vaccinations some weeks ago so there wasn't access. The numbers have improved. It is going to take efforts from the people they trust like their local pediatrician or family physician. It would be great if DHEC and our schools can work together to provide vaccinations on site. We have electronic forms so the parents don't have to be present. If we could get them vaccinated it would help a lot, at least in your middle schools and high schools where some of your highest rates of obesity and lung disease are.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

Councilor Brennan said a lot of the residents of the city, county, and state don't have the easy communication outlets to healthcare providers that a lot of us do. Is there a hotline, a direct access for communication, to talk to a healthcare professional that Prisma offers for parents that might not have the resources to get those questions answered?

Dr. Roger "Caughman" Taylor, Chair of the Palmetto Health - USC Medical Group Department of Pediatrics and Senior Medical Director at Prisma Health Children's Hospital – Midlands said we do have where you can engage with a health care worker, get screened, and have conversations online. I will get our people who handle those systems to provide that information to you all so you can share it.

Mayor Benjamin said what I take away from this conversation is recognizing that everyone who is choosing not to be vaccinated right now is not a whole bunch of folks who have just given into the social media conspiracies but that everyone has a different story and a different reason. We need to take that personalized approach to intervening and encouraging vaccination before a devastating event occurs. The more people you get vaccinated, the less people you have in hospitals. Particularly those that are not yet eligible for the FDA approved vaccine and those still under emergency use authorization. Again, just our greatest appreciation to you and all of the men and women that you represent who are laboring in the vineyards every single day over avoidable circumstances. We appreciate you and what you represent.

- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director said according to DHEC from Thursday to Sunday, the cumulative cases were just over 20,000. In Richland County, there were 1,100 cases for that reporting period. In our last meeting we were averaging about 3,000 cases per day in the state and now we are averaging about 5,000 cases per day over the last 14-day cycle. There has been almost 10 million tests to date; 500,000 of those were in the last 14 days. The confirmed case count for today is 3,453 confirmed and 304 probable [cases] for a total of 3,757. That is a 12.3% positivity rate. Unfortunately, 23 new confirmed deaths were reported today; five of those were probable. That brings the confirmed total of deaths for the state to 9,583. Over the last 14-days, 652 cumulative deaths have been reported by DHEC. In Richland county, the confirmed case count stands at 48,983. Today's case count is 146 confirmed and 24 probable [cases]. Unfortunately, we have had 564 confirmed deaths in the county due to COVID-19. As far as the 14-day recent disease activity incident rate, we are still high with a 10.1% positivity rate in the county. Hospitalizations are at 81.8% as of today. Unfortunately, there are 2,486 patients currently hospitalized as of today due to COVID-19. In Richland County, there are 177 patients hospitalized. We are seeing an uptick in vaccinations. Almost 4.6 million vaccinations have been administered in the state. As of



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

September 5th, 48.7% of South Carolina's population greater than 12 years of age have been fully vaccinated and 57.7% have received at least one dose. In Richland county, 60.8% of residents have received at least one dose and 51.8% have completed their vaccination process. According to the CDC as of September 4th, 62% of the U.S. population has been vaccinated.

- *Premium Pay, Cost of Living Adjustments, and Vaccination Incentive Package - Ms. Teresa Wilson, City Manager – Approved*

Ms. Teresa Wilson, City Manager said for the duration of the pandemic the work ethic shown by City of Columbia employees has been nothing but impressive. We have worked through the pandemic and worked differently, but nevertheless kept working the whole time. As the federal government allows through the American Rescue Plan funds, we have identified our frontline essential workers. It is those in critical infrastructure sectors like police, fire, public works, Columbia Water, etc. We also had essential workers that may not have been frontline but were also in critical infrastructure sectors performing central work and making sure that our frontline essential employees did their jobs and that all of our citizens never had to miss a beat with the essential services that we provide as a city. We are at a point to move forward with the premium pay package for our employees. This will consist of a \$2,500 premium pay out to frontline essential workers. This is the net amount that they will receive and we will take care of the taxes. If they are vaccinated, we are working on a vaccination incentive that will include an additional \$500 for a total of \$3,000. Essential workers as described will receive \$1,250 and an additional \$500 if they are vaccinated, for a total of \$1,750. Any employee in the city that becomes fully vaccinated by November 1st will also receive the \$500. Anyone can receive that whether or not they were deemed frontline essential or essential during the pandemic. We know that having these funds in their hands right now is not the end all, but we do think it is something that is well-deserved. As a manager you are always wanting to ensure that your staff is always moving forward in their pay bands. We have implemented cost of living adjustments. We will implement a 3% pay adjustment in February for all city employees. By the end of this month all of the frontline essential and essential employees will receive the premium pay and vaccination incentive and we will implement a cost of living adjustment in February 2022. I do understand that employees have different philosophical reasons for getting vaccinated. I have always told them that the workplace where they have chosen to work is a service provider. What I am seeing and witnessing on a daily basis is troublesome. We find ourselves as a community being impacted by the high rates of positive cases. This has caused a lot of vacancies. We also have individuals who because their children are having to quarantine, they are having to stay out of work. On November 1st, we will be moving forward with mandatory COVID-19 testing, if not before, and a mandatory vaccination policy. We are giving another 45 days for city employees to be the example and take advantage of



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

the incentives that this Council has allowed me to offer. Hopefully we will see an uptick in our rate of vaccinations for our employees between now and November 1st.

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to approve the premium pay, cost of living adjustment, and vaccination incentive package as presented.

Mayor Benjamin said we recognize that the ultimate way out of this is through vaccinations. We mitigate that in the interim with solid testing. We are asking all of our folks to help us get to a point where we can continue to render the quality of services to the people of the city that so many of them did so well throughout the earliest days of the pandemic. This is a strong move in the right direction. The vaccine incentive is consistent with what we are seeing both in the public sector and private sector. We have to really spend some quality time looking at places that have had some success in vaccine adoption. I want to thank staff for their leadership and helping us pull this together. No approach is perfect but we know it's important to never let the perfect be the enemy of the good.

32. Fiscal Year 2021/2022 Hospitality Tax Supplemental Allocations - Ms. Melisa Caughman, Budget & Program Management Director

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the following Fiscal Year 2021/2022 supplemental allocations from the Hospitality Tax Fund: Parks & Recreation Foundation \$35,000 of which \$10,000 is designated for Education Leaders of Color [501(c)3 organization]; Midlands Authority for Conventions, Sports, and Tourism \$35,000; Jam Room Foundation \$35,000; and Ann Brodie's Carolina Ballet \$25,000.

ORDINANCES - FIRST READING

33. Ordinance No.: 2021-063 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2021-063 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

RESOLUTIONS

34. Resolution No.: R-2021-084 Authorizing the City Manager to accept the transfer of approximately 31.43 acres of Surplus Property located between SC Highway 277 and Park Street and to accept as Consideration for the Transaction portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road; Richland County TMS#09115, 09114, 09111, 09110, 09109, 09182 and to authorize the City Manager to execute any documents approved by the City Attorney necessary to consummate the transfer – *Approved*

Councilor Duvall said this is a long awaited resolution where we are taking over some property that was designated for 277 at one time. We have promised that we will not make any definite use of this property until we go to the bordering neighborhoods and get their input on how it should be done. This is a great project for us to undertake and it will give us a lot of flexibility to do some things that need to be done.

Councilor Davis said I agree on the intent. I think it's important that we have some discussions about what happens to this property. We need to do that in a way that it keeps us mindful of how we go about doing things and how we go about obtaining properties and the impact on the people who live there.

Councilor Devine said I have been at the Downtown Neighborhood Association meetings several times talking about this specific property. The staff is well aware and I think Ms. Gentry and Ms. Wilson have some ideas about what the public participation process will look like. I know that staff is very aware that the community needs to be not only engaged but involved as we move forward. This is now our public property and we have to go through a very transparent process about what will happen.

Mayor Benjamin said this is a real opportunity to right a historic wrong. The decisions we made about an automobile centric infrastructure over a half a century ago destroyed neighborhoods and unearthed cemeteries. Some were bold enough decades ago to preserve Elmwood Park and parts of Cottontown. This is a real opportunity; we are very much in the vanguard of good things happening in this space. I know it has taken years to get here and we are not done yet. By the time this is all done we will finally have a real balance of property that ought to be in the public domain.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-084 Authorizing the City Manager to accept the transfer of approximately 31.43 acres of Surplus Property located between SC Highway 277 and Park Street and to accept as Consideration for the Transaction portions of Grace Street; Henderson Street, Washington Street, Wayne Street, Chester Street, Aiken Street, Honors Road, and Crowson Road; Richland County TMS#09115, 09114, 09111, 09110, 09109, 09182 and to authorize the City Manager to execute any documents approved by the City Attorney necessary to consummate the transfer.

35. Resolution No.: R-2021-089 Certifying Two (2) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1216 Taylor Street, Richland County TMS # R09014-09-03 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-089 Certifying Two (2) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1216 Taylor Street, Richland County TMS # R09014-09-03.

36. Resolution No.: R-2021-099 City of Columbia Policy on the Carry of Concealable Weapons during permitted, organized events within the jurisdiction of the City of Columbia and while on City premises or workplaces – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-099 City of Columbia Policy on the Carry of Concealable Weapons during permitted, organized events within the jurisdiction of the City of Columbia and while on City premises or workplaces.

EVENT RESOLUTIONS

Councilor McDowell said with the cases continuing to rise, do we want to continue to have these kinds of events that can perhaps become super spreaders.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

Mayor Benjamin said I share the same concerns. I am not sure how many of these we have in the pipeline. We just passed Resolution 2021-099. Will all of these events be made aware of this new policy?

Ms. Teresa Wilson, City Manager said yes sir.

Mayor Benjamin said one of the greatest challenges we have is that we are not socially distancing anymore. People are just tired of COVID. We are not dealing with the same virus we dealt with last year when these protocols were put in place. We are dealing with a much more contagious variant than what we dealt before. We have to figure out how to balance the ultimate objective of preserving life and the important objective of preserving livelihoods.

Ms. Teresa Wilson, City Manager said we have looked at protocols in other cities and things that they are doing. In some cities they are looking at proof of vaccination for certain events. We never want to put the event planners in a predicament waiting for approval. I know they would at least probably need two weeks if I had to imagine. We can certainly hold these until the next council meeting.

Councilor Devine said I think we have to be very cautious. If these aren't approved some of these events will push people indoors, which is even worse. We are having outdoor events and we continue to stress social distancing and the need to comply with COVID protocols. Maybe adding to the protocols based on the previous executive order or start doing capacity. I think those are some things that we might want to consider before we think about not approving at all.

Councilor Duvall said my decision process is that all of these events are outdoor events and that all of the people should be 21 years of age because we are talking about beer and wine permits. They have the vaccine available to them. If you want to take the risk and go out unvaccinated into a crowd, then that is your choice. I would let the people make that choice since they all outdoor events.

Councilor Davis said I think we need to continue to communicate our intentions when it comes to prevention even if that means going back and tweaking the guidelines. As we continue to interpret the data we should remain flexible to tweak as we go.

Mayor Benjamin said we maintain the prerogative to cancel events if in fact the data indicates a great public threat. I would include that liability. We have to be sensitive in making sure everyone knows that. We should probably reevaluate each of these events in two weeks. I would completely support an idea to look at vaccination proof for entry to events. These are private events; mostly



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

non-profit events. I'm going to be sensitive to that but we are in a different time and different times call for different measures.

37. Resolution No.: R-2021-087 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, October 10, 2021 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted six (6) to one (1) to approve Resolution No.: R-2021-087 Authorizing consumption of beer and wine only at the Gervais Street Bridge Dinner on Sunday, October 10, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. McDowell voted nay.

38. Resolution No.: R-2021-094 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, October 21, 2021 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted six (6) to one (1) to approve Resolution No.: R-2021-094 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Contemporaries Present Beer and Brats on Boyd Plaza on Thursday, October 21, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. McDowell voted nay.

39. Resolution No.: R-2021-096 Authorizing consumption if beer and wine only at Jerry Fest at the Five Points Fountain on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted five (5) to two (2) to approve Resolution No.: R-2021-096 Authorizing consumption if beer and wine only at Jerry Fest at the Five Points Fountain on Sunday, October 3, 2021 with a rain contingency date of Sunday, October 10, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mr. Davis voted aye. Mr. McDowell and Mayor Benjamin voted nay.

40. Resolution No.: R-2021-097 Authorizing consumption of beer and wine only at the Bierkeller at Riverfront Park Fall Happy Hours in the Amphitheater Area of the Riverfront Park Tuesdays, September 21, 2021, September 28, 2021, October, 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021 and November 2, 2021 with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021 and November 4, 2021 – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted five (5) to two (2) to approve Resolution No.: R-2021-097 Authorizing consumption of beer and wine only at the Bierkeller at Riverfront Park Fall Happy Hours in the Amphitheater Area of the Riverfront Park Tuesdays, September 21, 2021, September 28, 2021, October 5, 2021, October 12, 2021, October 19, 2021, October 26, 2021 and November 2, 2021 with rain contingency dates of Thursdays, September 23, 2021, September 30, 2021, October 7, 2021, October 14, 2021, October 21, 2021, October 28, 2021 and November 4, 2021. Mr. Brennan, Mr. Rickenmann, Mr. Duvall, Ms. Devine, and Mr. Davis voted aye. Mr. McDowell and Mayor Benjamin voted nay.

41. Resolution No.: R-2021-098 Authorizing consumption of beer and wine only at the Bierkeller Art Along the Trail in the Amphitheater Area of the Riverfront Park Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2021-098 Authorizing consumption of beer and wine only at the Bierkeller Art Along the Trail in the Amphitheater Area of the Riverfront Park Saturday, October 2, 2021 with rain contingency date of Saturday, October 9, 2021.

PUBLIC INPUT ON ROAD CLOSURE

42. Resolution No.: R-2021-092 Public Input on Closing of Rugby Road adjacent to Richland County TMS #09305-04-18, 09305-04-19, 09212-01-01, 09309-15-11, 09309-15-08, 09212-02-01 and 09212-02-12 – *Received as information. No action was taken.*

Council opened the public hearing at 4:58 p.m.

No comments were received at this time.

Council closed the public hearing at 4:58 p.m.

APPOINTMENTS

43. Citizens Advisory Committee to Columbia Police Department – *Deferred*
44. Municipal Election Commission – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 7, 2021

A motion was made by Mr. McDowell and seconded by Mr. Brennan to appoint Mr. Austin Nichols to the Municipal Election Commission.

A motion was made by Mr. Rickenmann and seconded by Ms. Devine to appoint Mr. Pete Kennedy to the Municipal Election Commission.

Mr. Brennan voted for Austin Nichols.
Mr. Rickenmann voted for Pete Kennedy.
Mr. McDowell voted for Austin Nichols.
Mr. Duvall voted for Austin Nichols.
Ms. Devine voted for Pete Kennedy.
Mr. Davis voted for Austin Nichols.
Mayor Benjamin was not present for the vote.

By majority vote, Mr. Austin Nichols was appointed to the Municipal Election Commission for a term of six years.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Councilor McDowell said the Administrative Policy Committee met this morning and we had a good kickoff. I want to acknowledge that one email was sent in reference to the health officer. That email can be circulated to you guys so that you might read it. It was a very productive meeting. There are some things that will come before you all once the staff continues to do its work.

Councilor Devine said due to the COVID numbers, the Mayor's Walk Against Domestic Violence will be virtual this year. One thing that doesn't get a lot of attention is the fact that domestic violence numbers went up during quarantine. It is now very important that we continue to shed light on this issue and support Sister Care's local shelter. I would ask that everybody continue to amplify the message. Staff is doing a good job but when people hear virtual they think they don't have to participate. We still want to have as much attention around this issue as we would if we had hundreds of people marching.

PUBLIC INPUT

Ms. Jennifer Powers, small business owner said I want to address your mentor protégé program for the city and some issues that I have with the water and sewer engineering department. I have been trying since 2014 to enter the general contracting and public utility water sewer construction industry. I have had some serious problems over the years getting postured and positioned for that.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

In 2014, I asked what I could do to get into the system. I received a pretty concise plan to be certified. Bonding was a huge hurdle for me as it is for all small contractors. I am certified with the DOT and with the state as a minority business. For years I have heard about the mentor protégé program. I went through the mentor protégé college to discover that this mentoring business is really individuals that are partnering up with each other based on personal or professional preference. It has not really worked for me. In the program I have noticed that there are the same players and the same prime contractors. There have not been any provisions set aside for a minority business to do their own work. As a taxpayer, I would ask this Council to look into the feasibility of this program and if it is working. I am not seeing that a business person with my background and ability can enter this program and be successful. The city spends millions of dollars in water and sewer work and could benefit from having an engineering mentoring program for contractors like myself and my subs. I have been doing business here since I was 14 years old. I am aging out and I can't seem to get my company in the game. I have all of the necessary tools to help city engineering do water and sewer work.

Councilor Davis said we need to continue the dialogue. We have had some successes but we need to keep trying and see what else we can do. It is still important that we help grow smaller businesses in our community. The city has to show we are growing and developing the skills to have the dollars stay in the community.

Voicemail received from unidentified caller: I would like to be told how many tax dollars were wasted by City Council and the Mayor in defending their illegal ordinance.

Mayor Benjamin said we disagree that the ordinance was illegal. All services rendered to the City were rendered pro bono. We saw amazing intergovernmental support from municipal lawyers and professionals from all across the state, public and private sector.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 5:20 p.m. for the discussion of **Items 45 and 46**.

Councilor Rickenmann left the meeting at 5:21 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021**

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

*COVID-19
Sylvia Copeland vs. COC
Rugby Road*

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

Legislative Affairs

Councilor Devine left the meeting at 6:02 p.m.

ADJOURNMENT

The meeting was adjourned at 6:07 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES WEDNESDAY, SEPTEMBER 8, 2021

The Columbia City Council conducted an Emergency Meeting on Wednesday, September 8, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 5:14 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. 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.

Mayor Benjamin said we are here for the very serious topic at hand and excited about the possibility of joining a truly regional effort with discussions being had in cities and towns in both Richland and Lexington counties. We know that South Carolina is leading the country in cases per capita. Across South Carolina, 90% of the individuals who are in hospital beds at Lexington Medical, MUSC and other hospitals are citizens who have chosen not to receive the vaccine. This is causing a strain on healthcare assets. It's imperative that we act in accordance with thoughtful public health policy and the spirit of consensus to try and do everything we can to push for the deceleration of infections across the Midlands. This effort is being viewed as a regional effort and I expect that we will continue to see leadership like we have seen in Cayce and in West Columbia. As a matter of course we will ask staff to briefly describe the ordinance, which is not substantively different than the ordinance we passed. We know that as we deal with the delta variant, it is a much more contagious version of the virus and if in fact we don't do something meaningful now and get vaccinated, engage in social distancing, and wear masks, we are going to continue dealing with this going forward. This is a 30-day ordinance. We are going to continue to monitor the data and evaluate it as we go forward. We have paid close attention to the final word that the Supreme Court had as it relates to schools. This has been modified significantly to make sure again that all public and private buildings in the city are addressed in accordance with the proviso passed by the legislature. We are doing this in the spirit of our one true north; keeping people alive and healthy in the City of Columbia. This is our opportunity to work together. This is an all hands on deck moment that requires all of us to sacrifice something. We need to give our small businesses an opportunity to stop trying to enforce rules on their own; that is our responsibility as a municipal government. This is a plea from all of us on Council, who also have different ideas and different political backgrounds, to work together so we can save lives.

Mr. Patrick Wright, Senior Assistant City Attorney/ Senior Advisor said this ordinance is essentially the same as the general face covering requirements that were in effect a few months ago. The one difference is the age. In the previous ordinance, the minimum age was ten. The draft that was published to the public says a minimum age of two. One of you will have to amend the



**COLUMBIA CITY COUNCIL MEETING MINUTES
WEDNESDAY, SEPTEMBER 8, 2021**

change to have the minimum age set at five instead of two. There are three sections to this ordinance. One is the suspension of normal operating procedures for the city. This gives the city the option to meet virtually as we are now. The second section is the general citywide requirements that say in all commercial or establishments that are open to the public this ordinance is in effect. There are certain exceptions: when in your personal vehicle, when a person is alone in an enclosed space, doing outdoor physical activity or six feet away from other people, when a person is alone with household members, while drinking, eating, or smoking, when wearing a mask would cause or aggravate a health condition, when receiving personal services such as getting a haircut, and when a person is five years of age or younger, instead of two. The infraction would be a civil infraction with a fine of \$100. The third section requires facial coverings by all faculty, staff, children over the age of five, and visitors in all buildings at public and private schools or daycares. Because of the decision of the Supreme Court this past week and the proviso 1.108, enforcement of this ordinance will be by the City of Columbia Fire Chief and Fire Marshals, who will periodically visit affected establishments. No school or school district staff is required by this ordinance to help with enforcement. Enforcement is solely the responsibility of the Fire Chief and Fire Marshals. It makes it clear that no school district or public school within the City shall create, announce, or enforce any policy requiring face masks be worn by students and/or employees relating to this ordinance in any way. It does also say that parents or guardians of children, where the children knowingly and deliberately refuse to comply with the ordinance, may be warned and or cited with the civil infraction fine. The initial phase is an educational phase. The fire department will give education regarding masks, the importance of it, and why we are requiring this.

INVOCATION

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

ADOPTION OF THE AGENDA

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

EMERGENCY ORDINANCE

1. Ordinance No.: 2021-078 - Enactment of Certain Emergency Ordinances Related to COVID-19 - *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
WEDNESDAY, SEPTEMBER 8, 2021**

Mayor Benjamin said it is effective immediately. We will spend some time on education. This is meant to help each and every one of us move forward, especially our small businesses, educators, and everyday citizens. This is again part of a regional effort. This helps us emphasize the fact that if we move forward and accept the vaccines we can be out of this much sooner than anticipated. Over 90% of all the people in the hospitals currently breaking records in South Carolina are those who choose not to accept the vaccine. We can do better and this is going to require sacrifice from each and every one of us.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Ordinance No.: 2021-078 Enactment of Certain Emergency Ordinances Related to COVID-19 as amended to exempt children five years of age or younger.

ADJOURNMENT

The meeting was adjourned at 5:32 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Recognition of Ms. Vickie Shockley, Human Resources Specialist - Ms. Pamela Benjamin, CPM, Chief of Staff

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Vote 411 Update - Mrs. Lady June Cole, PhD., President and
Mrs. Keller Barron, Co-Chair of Vote 411 / League of Women
Voters of the Columbia Area

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** LWV - Columbia Area Webpage
- **#b:** Vote411 Website



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Public Safety Update

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department
Mr. Aubrey Jenkins, Fire Chief / Columbia-Richland Fire Department



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

PURPOSE: COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Council is asked to approve an Agreement Covering Municipal Lighting for the Street Lighting LED Conversion Project, as requested by the Public Works Department. Award to Dominion Energy South Carolina, Inc.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

Dominion will change out our current street lights with energy efficient LED lights.

ATTACHMENTS:

- **#a:** APPROVED - Columbia Rate 17 DSM Agreement Review Only (PDF)

AGREEMENT COVERING MUNICIPAL LIGHTING

**CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29202**

This Agreement ("Agreement") is entered into and effective this 14th day of September 2020, by and between City of Columbia ("Customer") and Dominion Energy South Carolina, Inc. ("Company").

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follow, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

ARTICLE II

RATE: Customer shall be billed in accordance with Company's "Municipal Street Lighting," Rate 17, at the time of billing. A copy of the current version of Rate 17 is attached hereto and incorporated herein by reference. This rate is subject to change upon periodic review by the Public Service Commission of South Carolina (Commission), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are attached to this Agreement.

Rate	Item	Cost	Qty	Total
17	ATB0 Grey 72W LED Fixture	\$12.34	5476	\$67,573.84
17	ATB0 Grey 108W LED Fixture	\$13.67	58	\$792.86
17	ATB2 Grey 216W LED Fixture	\$20.07	2564	\$51,459.48
			Total	\$119,826.18

DSM Incentive: The Customer's conversion from High Intensity Discharge (HID) lamp-type fixtures to Light Emitting Diode (LED) type fixtures qualifies for a DSM incentive, the terms of which are set forth in the Addendum hereto.

ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. No aid to construction is required for this project.

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. **Company agrees to provide and install wiring and appurtenances for 5476 LED ATB0 Grey 72W fixtures, 58 LED ATB0 Grey 108W fixtures, and 2564 LED ATB2 Grey 216W fixtures. This lighting installation will be at various locations throughout Columbia, South Carolina.** The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of luminaires and poles. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE - ORDINARY: Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances. This shall include the replacement of lamps, photocells, conductors, conduit and electrical connections due to normal wear and tear. The replacement photocells shall be limited to Company's standard twist-lock photocell. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company, as non-standard equipment is not kept in Company inventory. Company shall retain ownership of these facilities located on Customer's premises. If Customer elects, for any reason, to require removal, relocation, or modification of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification. If action is taken by a governmental entity that requires the

removal, relocation, or modification of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification.

ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Company is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall include the replacement of the luminaires and poles and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third party tortfeasors. If Customer elects, for any reason, to require removal, relocation, or modification of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification. If action is taken by a governmental entity that requires the removal, relocation, or modification of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification.

ARTICLE VII

TERM: Subject to the provisions of Articles VIII and IX, this contract shall continue for the full initial term of ten (10) years beginning the first month after installation date and continues thereafter from year to year until terminated by written notice of intention to terminate made by either Party to the other at least thirty (30) days prior to the end of the initial term or any extension thereof.

ARTICLE VIII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, and notwithstanding the provisions of Article VII, Company reserves the right to terminate this Agreement at any time upon written notice to the Customer and, upon any such termination, the Customer shall pay the Company the early termination charges set forth in Article IX.

ARTICLE IX

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, prior to the end of either the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the revenues, excluding fuel, for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3)

the facilities for serving have been fully depreciated. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.

ARTICLE X

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S GROSS NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE XI

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XII

FULL REQUIREMENTS: Customer must purchase all of its electrical requirements from the Company.

ARTICLE XIII

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.

ARTICLE XIV

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XV

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XVI

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XVII

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVIII

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

ARTICLE XIX

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

[SIGNATURE PAGE TO FOLLOW]

CITY OF COLUMBIA

By: _____

(Print Name): _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____

(Print Name): Daniel F. Kassis

Title: Vice President of Customer Relations and
Renewables

Date: _____

Contract No. _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

10/12/20

ADDENDUM

The Public Service Commission of South Carolina ("Commission") has approved a Demand Side Management ("DSM") incentive program submitted by Dominion Energy South Carolina, Inc. ("Company") to convert overhead pole mounted light fixtures currently billed under the Company's "Rate 17 - Municipal Street Lighting" tariff from High Intensity Discharge (HID) lamp-type fixtures to Light Emitting Diode (LED) type fixtures. LED lighting reduces energy consumption by 30-60% depending on specific light fixtures replaced and installed. The capital cost of LED lighting fixtures is greater than HID lighting fixtures. The DSM incentive will be credited to Customer's bill on a monthly basis for a period of 5 years commencing at the next billing month after installation of each applicable LED fixture. The incentive amount is shown in an attachment as Exhibit A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

DOMINION ENERGY SOUTH CAROLINA, INC.

CITY OF COLUMBIA

BY: _____

BY: _____

PRINT NAME: Daniel F. Kassis

PRINT NAME: _____

TITLE: Vice President, Customer Relations and Renewables

TITLE: _____

DATE: _____

DATE: _____

MAILING ADDRESS:

SERVICE ADDRESS:

Various Locations throughout the City

ACCOUNT NO: 0-1898-0003-5184

Exhibit A

Customer	City of Columbia
Date	9/14/2020

Quantity	LED Light Fixture	Current LED Cost/Month	HID Light Fixture	Current HID Cost/Month	Wattage Savings (Per Fixture)	Incentive per Month (Per Fixture)	Incentive per Month (Total)	Net Customer Cost/Month	Savings per Month	Annual kWh Reduction
1003	ATB0 Grey 72w	\$ 12,377.02	175W MV OPEN	\$ 9,016.97	140	\$ 3.10	\$ 3,109.30	\$ 9,267.72	\$ (250.75)	561,680
120	ATB0 Grey 72w	\$ 1,480.80	100W HPS OPEN	\$ 1,100.40	46	\$ 3.10	\$ 372.00	\$ 1,108.80	\$ (8.40)	22,080
3620	ATB0 Grey 72w	\$ 44,670.80	150W HPS OPEN	\$ 36,453.40	99	\$ 3.10	\$ 11,222.00	\$ 33,448.80	\$ 3,004.60	1,433,520
3	ATB0 Grey 72w	\$ 37.02	150W HPS OPEN	\$ 30.87	99	\$ 3.10	\$ 9.30	\$ 27.72	\$ 3.15	1,188
13	ATB0 Grey 72w	\$ 160.42	175W MV CBRA OH	\$ 132.60	140	\$ 3.10	\$ 40.30	\$ 120.12	\$ 12.48	7,280
31	ATB0 Grey 72w	\$ 382.54	100W HPS CBRA OH	\$ 307.52	46	\$ 3.10	\$ 96.10	\$ 286.44	\$ 21.08	5,704
686	ATB0 Grey 72w	\$ 8,465.24	150W HPS COBRA	\$ 7,038.36	99	\$ 3.10	\$ 2,126.60	\$ 6,338.64	\$ 699.72	271,656
58	ATB0 Grey 108w	\$ 792.86	250W MV COBRA	\$ 795.18	184	\$ 0.52	\$ 30.16	\$ 762.70	\$ 32.48	42,688
629	ATB2 Grey 216w	\$ 12,624.03	360W HPS COBRA	\$ 10,825.09	203	\$ 4.33	\$ 2,723.57	\$ 9,900.46	\$ 924.63	510,748
357	ATB2 Grey 216w	\$ 7,164.99	400W MV CLSD-OH	\$ 6,047.58	251	\$ 4.33	\$ 1,545.81	\$ 5,619.18	\$ 428.40	358,428
1578	ATB2 Grey 216w	\$ 31,670.46	400W HPS COBRA	\$ 28,183.08	248	\$ 4.33	\$ 6,832.74	\$ 24,837.72	\$ 3,345.36	1,565,376
8098		\$ 119,826.18		\$ 99,931.05			\$ 28,107.88	\$ 91,718.30	\$ 8,212.75	4,780,348



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Professional Services Agreement for State Lobbying Services for Fiscal Year 2021/2022, as requested by the Office of Governmental Affairs. Award to Tompkins, Thompson & Brown Government Affairs in an amount not to exceed \$54,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$54,000.00

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

ATTACHMENTS:

- **#a:** APPROVED - 21010430 -Lobbying Contract Agreement Tompkins, Thompson & Brown- October 1 2021-2022 (PDF)

STATE OF SOUTH CAROLINA	)	
	)	CONTRACT FOR PROFESSIONAL SERVICES
COUNTY OF RICHLAND	)	

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia (hereinafter called the "City") and Tompkins, Thompson and Brown, Governmental Affairs (hereinafter called the "Contractor"), to provide the services herein described.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Contractor determines is most effective and efficient without any City control over the details of Contractor's performance.

3. METHOD OF PAYMENT

_____ A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B, Budget, attached hereto.

_____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

The parties may amend this Contract 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 Contract 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, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-Contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-Contractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. 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 Contract or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make Contractor's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The 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 Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to,

the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

15. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

16. INSURANCE

All insurance coverage required by the City of Columbia is issued to contractor by Hanover Insurance Group and certificates can be provided.

17. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

WHEREFORE, THE City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY:

Teresa B. Wilson

Its:

City Manager

Date:

WITNESSES AS TO CONTRACTOR:

(CONTRACTOR)

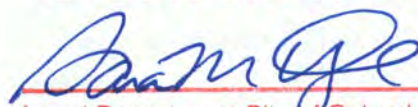
BY:

Name:

Its:

Date:

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Contract for Professional Services
City of Columbia – Tompkins, Thompson and Brown, Governmental Affairs
Appendix A

Scope of Services

Contractor will work at the direction of the City Manager to develop and implement an annual state government legislative strategy. Contractor will lead legislative monitoring and provide weekly legislative reports on the status of priority legislation during session. Contractor will represent the City at the Statehouse continuously during session, as directed by the City Manager. Contractor will provide a report to City Council at the beginning and end of each legislative session, as requested by the City Manager. Finally, Contractor will assist the City Manager and staff in responding to needs involving state government information or action so that the City's state government affairs activities are coordinated and aligned. Specific work items include:

1. Assist with the state legislative monitoring process with the legislative team, including reviewing all legislation introduced and identifying legislation that could impact the City;
2. Researching and analyzing identified legislation and bringing such legislation to the City Manager's attention for discussion of how the City would like to address the legislation;
3. Providing legislative strategy and advice to the City Manager on identified priority legislative items;
4. During session, providing the City Manager a weekly written legislative report on the status of all legislation monitored by the City for distribution to City staff;
5. Working with City staff to manage the process for presenting state issues to City Council members and staff, and managing how feedback from Council and staff is received and acted upon;
6. Maintaining a regular presence at the Statehouse during session to communicate with legislators on an ongoing basis the City's positions on priority legislation;
7. Preparing information and advocacy materials for legislators, in coordination with the City Manager and staff, and disseminating such information at the City's direction;
8. Working with the Municipal Association of South Carolina to advance positions of priority to the City at the Statehouse;
9. Providing a pre-session report to City Council on issues expected to be addressed and proposing City positions for Council members to discuss take action on;
10. Providing a post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
11. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
12. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
13. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;

14. Assisting the City Manager in addressing state government matters that need to be addressed at the request of City Council members, City staff, or state government officials;
15. Attending City Council meetings to report on state government issues, as requested.

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. Contractor will coordinate legislative advocacy and other efforts with other City lobbyists. Written reports, other than weekly legislative reports during session, will be available upon request.

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor. Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between October 1, 2021 - June 30, 2022.

Contract for Professional Services
City of Columbia – Tompkins, Thompson and Brown, Governmental Affairs
Appendix B

The Budget for the performance of services described in the Agreement will be fifty-four thousand dollars (\$54,000), payable in monthly increments of six thousand dollars (\$6,000) for 9 months.

Contractor will pay for Contractor's annual lobbyist registration for the City. Contractor will not invoice the City for out-of-pocket expenses.

List of clients with whom there could be potential conflict with the City of Columbia.

The following clients of Contractor have interests before the City of Columbia. Contractor has discussed with each of these clients that Contractor will not represent their interests before the City, including City instrumentalities.

- None

Other clients of Contractor are:

- American Suntanning Association
- Augusta Burn Center
- Barrier Island Preservation Alliance
- Carolina Film Alliance
- Cigar Association of America
- College of Charleston
- Conway Medical Center
- Gibbes Museum of Art
- International African American Museum
- Marlboro Electric Cooperative
- New Venture Fund
- Palmetto Goodwill
- Pinegate Renewables
- Roper St. Francis Healthcare
- SC Association for Justice
- SC Athletic Trainers Association
- SC Beer Wholesalers Association
- Solar Energy Industries Association
- SC State Ports Authority
- Southern Environmental Law Center
- Verizon Wireless
- Willoughby & Hoefer



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Human Resources Department. Award to Cornerstone On Demand, Inc., in the amount of \$61,087.91. The firm is located in Santa Monica, CA.

REQUISITION NO.: R212793

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$61,087.91

FOCUS AREAS: Innovative & High Quality Municipal Services

Renewal of Cornerstone OnDemand	
Base Price	\$61,087.91
PO Total	\$61,087.91

Sec. 2-204.-Item (7) - 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: Procurement of information technology.

ATTACHMENTS:

- **#a:** Cornerstone Quote (PDF)



Quote Number: Q-00119870

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand – ORDER

Client Name ("Client")	City of Columbia, SC		
Order Start Date	9/14/2021		
Order End Date	9/13/2024		
Is a new purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Address (Ship To)	City of Columbia, SC 1737 Main St, Columbia, SC, 29201, United States		
Primary Billing (Invoice) Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Billing (Invoice) Address	City of Columbia, SC 1737 Main St, Columbia, SC, 29201, United States		

*Note: Please send purchase order number to DLCollections@csod.com within three (3) business days of order signing.

Product(s)

Product	Period	
	9/14/2021 - 9/13/2024	
	Qty	Annual Fee
Choice Customer Success Package	1	\$5,741.34
Recruiting	2,400	\$30,811.49
Encryption of Data at Rest Connector	1	\$2,282.33
Performance	2,400	\$22,252.75
Annual Subtotal		USD 61,087.91
First Year Grand Total		USD 61,087.91

Special Terms

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, except for Content purchases, Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Invoicing Schedule

Payment terms for this Order shall be Due Upon Receipt

Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).

Product Details



For the Recruiting module, the “maximum quantity” refers to the total number of employees in the organization (including its Affiliates if applicable) – not Active Users.

Choice Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*

Optimization and Curation – *keep your system relevant and easy to use, increase adoption and build competencies*

S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*

Education – *an efficient way to learn Cornerstone products, features and functions*

Customer Success – *proactive, strategic guidance and support to make the most of your investment*

Technical Support – *enhanced support and issue resolution*

Customer Community – *access self-help tools, connect with peers and stay up to speed on what's new*

Product Collaboration and Engagement – *have a voice in the future of Cornerstone*

See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (the “**Agreement**”). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Client		Cornerstone OnDemand, Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

9/8/2021

Order Validation





We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Council is asked to approve the Riverfront Access Road Easement and Maintenance Agreement for the Carolina Crossroads Project between SCDOT, the City of Columbia, and Dominion Energy South Carolina, Inc., as requested by the Legal Department.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** APPROVED RIVERFRONT ACCESS AGREEMENT - FINAL WITH EXHIBITS (PDF)

STATE OF SOUTH CAROLINA)
)
) ACCESS ROAD EASEMENT
COUNTY OF LEXINGTON/RICHLAND) AND MAINTENANCE AGREEMENT

This Access Road Easement and Maintenance Agreement (hereinafter may be referred to as “Easement” or “Agreement”) is made this ____ day of _____, 2021 (“Effective Date”), by and between the **South Carolina Department of Transportation, Grantor** (hereinafter “**SCDOT**”), the **City of Columbia, Grantee** (hereinafter “**CITY**”), and **Dominion Energy South Carolina, Inc., Grantee** (hereinafter “**DESC**”).

RECITALS

WHEREAS, SCDOT is in the process of acquiring certain real property in fee simple absolute in Lexington and Richland County identified on plan sheets for tracts 442, 445, 523, and 524, from Dominion Energy South Carolina, Inc., hereafter “**Property**”, which property is necessary for the construction, operation, and maintenance of I-26 and I-126 interchange, between approximate mainline survey stations 5398+00 to 5224+00 Left and Right (I-26 Ramp C) and 5991+00 to 5996+00 Left (I-126 Ramp D-B), identified on the Proposed Right of Way Acquisition Plans, approved by SCDOT on October 7, 2019, for the I-20/I-26/I-126 for Carolina Crossroads Project (“**CCR Project**”), Project ID Number PO27662, attached hereto and incorporated herein by reference as Exhibit “E”, and which acquisition area is more particularly shown on drawings prepared for SCDOT by HDR Engineering dated November 18, 2020, attached hereto and incorporated herein by reference as Exhibit “A” (Tract 442 – 2.703 acre), Exhibit “B” (Tract 445 – 1.046 acre), Exhibit “C” (Tract 523 – 0.761 acre) and Exhibit “D” (Tract 524 – 0.149 acre).

WHEREAS, located on the Property is an existing access road used by DESC for its corporate utility purposes and used by the CITY to access a river dock used for river rescue purposes;

WHEREAS, DESC and City desire continued access, ingress, and egress use of the access road;

WHEREAS, as part of the CCR Project, SCDOT agrees to retain the Access Road, as relocated by SCDOT design-build contractor, to provide the desired access required by DESC and CITY; and

WHEREAS, once the Property is conveyed to SCDOT, the purpose of this Agreement is to establish the location of the Access Road and set out the permissible and prohibited uses by the DESC and CITY of the Access Road, as described hereinbelow.

NOW THEREFORE, IN consideration of the mutual promises and obligations contained herein, SCDOT, CITY and DESC hereby covenant and agree as follows:

1. Access Road:

The Access Road is part of the Phase 1 Design-Build contract to be designed, realigned, and constructed by the selected Phase 1 Design-Build team at SCDOT expense. Generally, the new Access Road will follow parallel to the path of the existing road on tract 442 and will connect to the existing river rescue access at the left bank of the Saluda River located on tract 444. See **Exhibit “A”** for plan sheets

showing existing access road on Tract 442. The Access Road will be a gravel road that consists of 6" Graded Aggregate Base Course in accordance with the typical section which is attached hereto as Exhibit "F". The Access Road will be accessed by lock and key through a new gate and any existing gates that may remain after construction of the road. SCDOT will install a new twelve (12) wide gate on the eastern end of the new SCDOT ROW on tract 442. The Access Road will be approximately twelve (12) feet wide and designed to accommodate vehicles, including but not limited to a utility bucket truck. The above description is hereinafter referred to as the "Access Road." DESC may participate in the design review of the Access Road plans subject to the design terms set forth in this paragraph.

2. Use of Access Road:

- a. DESC Use: SCDOT grants an easement and right of way to DESC such that DESC shall have access, at any time and from time to time, for ingress and egress, on, over, through and across the Access Road to access its property, including, but not limited to the transportation of any and all equipment necessary or convenient for its utility operations. No other use is permitted. DESC shall not use or enter the remaining Property of SCDOT. DESC use shall not interfere with SCDOT's use of the acquisition area for highway purposes. As used herein, highway purposes means the operation, use, construction or maintenance of the highway facility, including but not limited to, the piers, columns, and other structural support of the Interstate and associated ramps. In emergency or if conflict that the parties agree to work together to accommodate reasonable mutual use of the access road.
- b. CITY Use: CITY shall have a limited easement and right of way, at any time and from time to time, for ingress and egress, on, over, through and across the Access Road to access the existing river rescue access at the left bank of the Saluda River on tract 444. No other use is permitted. CITY shall not use or enter into the remaining Property of SCDOT. CITY use shall not interfere with SCDOT's use of the acquisition area for highway purposes. As used herein, highway purposes means the operation, use, construction or maintenance of the highway facility, including but not limited to, the piers, columns, and other structural support of the Interstate and associated ramps.
- c. The Access Road will be gated. DESC and CITY will have access to the Access Road through gates as depicted on the attached SCDOT plan sheet 58 at approximate survey station 28+50 (I-126). SCDOT will provide DESC and CITY with keys to the gates.
- d. Any other use by DESC and CITY of the Access Road is prohibited unless specifically approved by SCDOT's District Engineering Administrator through an encroachment permit or similar permission, which shall not be unreasonably withheld.
- e. During the pendency of the Phase 1 of the CCR Project, SCDOT shall maintain access to the river dock for the purpose of river rescues.

3. Maintenance and Repair of Access Road:

- a. SCDOT agrees to keep the Access Road in a good and safe state of repair for the duration of Phase 1 of the CCR project.
- b. In the event that DESC or CITY use the Access Road, each entity agrees to maintain, repair and restore the Access Road in a good and safe state of repair at its expense. All restoration activities (repairs and improvements) to the Access Road located

on SCDOT property must be pre-approved in writing by SCDOT's District 1 Engineering Administrator or designee.

4. Protective Barriers/Restricted Machinery/Vegetation Maintenance/Fence:

SCDOT shall reasonably regulate or prohibit the type of machinery and use of the Access Road in any manner necessary to ensure protection of highway structures, to include the following requirements:

- a. No use other than roadway and drainage improvements will be made of the space within twenty feet (20') horizontally of any bridge pier or column, or within five feet (5') vertically of any structure without prior written permission from SCDOT's District One Engineering Administrator, or his or her designee. Roadway and drainage improvements shall not be within ten feet (10') horizontally from the centerline of the access road.
- b. If the use of the Access Road or maintenance thereof impacts the highway facilities, DESC and City shall use best maintenance practices and reasonable care not to damage the highway structures.
- c. No flexible pavement will be utilized within five feet (5') of any bridge pier or column.
- d. DESC shall have the right, but not the obligation, from time to time to remove or clear and keep clear such trees, underbrush, structures or other obstructions, upon said right of way and such trees as may interfere with said Access Road
- e. Any damage to the Access Road or gates (other than to property cleared or removed as hereinbefore provided) caused by SCDOT, DESC or the CITY in the course of using said Access Road shall be borne by the responsible party.
- f. DESC and City, individually, agree to repair or replace any fences or gates that are cut or damaged as a direct result of either DESC's or City's operation under the terms and conditions of this Agreement. DESC and City, individually, agree said fence or gate repair or replacement shall be done using a similar quality product and/or material as existed prior to either DESC's or City's disturbance.

5. Responsibilities of DESC and CITY:

- a. Restricted Uses: The Access Road shall not be used for parking, storage, or disposal of any materials or substances. Under no conditions shall the Access Road be used for the manufacture or storage of any materials, to include but not limited to flammable, explosive, or hazardous material or for any occupation which is deemed by SCDOT or the Federal Highway Administration (FHWA) to be a hazard to highway or non-highway users. This includes the use/storage of gas on the property or in the airspace under, or above or near the highway facility. All Parties shall be responsible for the cleanup of any hazardous waste contamination caused by their individual use of the Access Road without liability to the other parties.
- b. Vehicular access: No vehicles owned or operated by DESC or CITY or their designees which are larger than 16 feet in height are permitted on the Access Road. If larger vehicles are needed, DESC shall obtain written permission from the SCDOT's District Office through an encroachment permit. At no time shall any vehicle be used as a living and/or sleeping quarters while on the Access Road. Access of maintenance vehicles and trucks by SCDOT or its designee is allowed whenever necessary.
- c. No public use: The Access Road shall not be used by the general public.

- d. Responsibility for Claims:
- i. DESC shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of DESC's use of the Access Road by the DESC, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of SCDOT or City, their officers, employees, agents, and contractors.
 - ii. To the extent permitted by the S.C. Torts Claims Act, SCDOT shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of the use of the Access Road by the SCDOT, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of City or DESC, their its officers, employees, agents, and contractors.
 - iii. To the extent permitted by the S.C. Torts Claims Act, CITY shall be responsible for any claims or causes of action for damage to Property or injuries to persons, including death, arising out of the use of the Access Road by the CITY, its agents, contractors, employees or patrons, unless caused by the willful conduct or negligence of SCDOT or DESC, their officers, employees, agents, and contractors.
6. SCDOT Entry: If SCDOT, in its sole discretion, determines that emergency or non-emergency inspection and/or repairs are necessary in the interest of public safety, SCDOT, its agents, contractors, and employees, shall have the right to enter the Access Road immediately without notice to DESC or CITY for the purposes of such inspection, maintenance, construction, and/or repairs.
7. Compliance with Laws: The DESC and CITY agree to use the Access Road for the purposes described above only and agree to comply with all local, state and federal laws and ordinances governing the use and occupancy thereof.
8. Remedies:
- a. If default shall be made in any of the covenants and terms of this easement on part of the DESC or CITY that is determined by the SCDOT or FHWA to be an imminent threat to public safety or imminent threat of destruction to highway assets, the SCDOT or FHWA may immediately address the default without notification to the DESC or CITY.
 - b. If default shall be made in any of the covenants and terms of this easement on the part of the DESC or City that does not pose an imminent threat to public safety or imminent threat of destruction to highway assets, then SCDOT shall give DESC or CITY written notice of any default and an opportunity to cure the default within fifteen (15) days. If the default cannot be cured within fifteen (15) days and DESC or CITY promptly commences and diligently pursues a cure of the default, SCDOT will grant DESC or CITY a reasonable time to implement such cure, not to exceed thirty (30) days. If not cured within thirty (30) days, SCDOT may use its forces to cure any default that impact the operation, use, construction or maintenance of the highway facility. The costs associated with curing any default of a DESC's or CITY'S obligation herein shall be the responsibility of the responsible party. The responsible party shall reimburse SCDOT for such reasonable and customary costs.

9. Agreement to be recorded: SCDOT shall, at its expense, record this Agreement in the records of both Lexington and Richland Counties and in accord with the South Carolina Eminent Domain Procedures Act.

10. Easement Subject to Other Rights: This Agreement is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear of record.

11. Changes to this Agreement: No changes shall be made to this Agreement without the written approval of the SCDOT, CITY and DESC.

12. Notices: Any notice by either party to the other shall be valid only if it is in writing and delivered personally or by certified mail to the addresses shown below, unless the other party is notified in writing of a new address:

If to SCDOT

Mr. Mike Barbee
Director of Rights of Way
SCDOT
955 Park Street
Columbia, SC 29202
(803) 737-1402

If to DESC

Robert A. Wright
Land Department
Dominion Energy SC, Inc.
220 Operation Way, D112
Cayce, SC 29033
(803) 217-8083

If to CITY

Teresa Wilson
City Manager
City of Columbia
1401 Main Street
Columbia, SC 29201

13. Entire Agreement: This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not stated herein, shall be of any force or effect.

14. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

15. Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and it is also the intention of the parties that in lieu of each clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable; provided however, that the parties must agree in writing to such substitute language and provisions before such will become binding on either party.

16. Non-discrimination Clause: The parties covenant that the use of the Access Road pursuant to this Agreement shall in no way discriminate on the grounds of race, religion, color, sex, age, disability or national origin.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have duly executed this Access Road Easement and Maintenance Agreement, as indicated below with the Effective Date as written above.

Signed, sealed and delivered
in the presence of

**South Carolina Department of
Transportation**

Witness

_____(L.S.)
Christy A. Hall, Secretary of Transportation

Witness

_____(L.S.)
Justin P. Powell, Deputy Secretary for Finance
and Administration

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Christy A. Hall the Secretary of Transportation of the South Carolina Department of Transportation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2021.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina
Print notary name: _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Justin P. Powell, the Deputy Secretary of Finance and Administration of South Carolina Department of Transportation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2021.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina
Print notary name: _____
My Commission Expires: _____

Dominion Energy South Carolina, Inc.

Witness

_____(L.S.)

Print Name: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that _____, the _____ of Dominion Energy South Carolina, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2021.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina

Print notary name: _____

My Commission Expires: _____

City of Columbia

Witness

_____(L.S.)

Print Name: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA)

)

COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that _____, the _____ of _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2021.

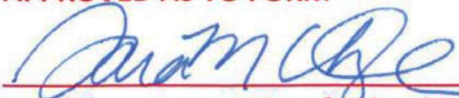
(AFFIX NOTARY SEAL)

Notary Public for South Carolina

Print notary name: _____

My Commission Expires: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

EXHIBIT A - TRACT 442 – 2.703 ACRE

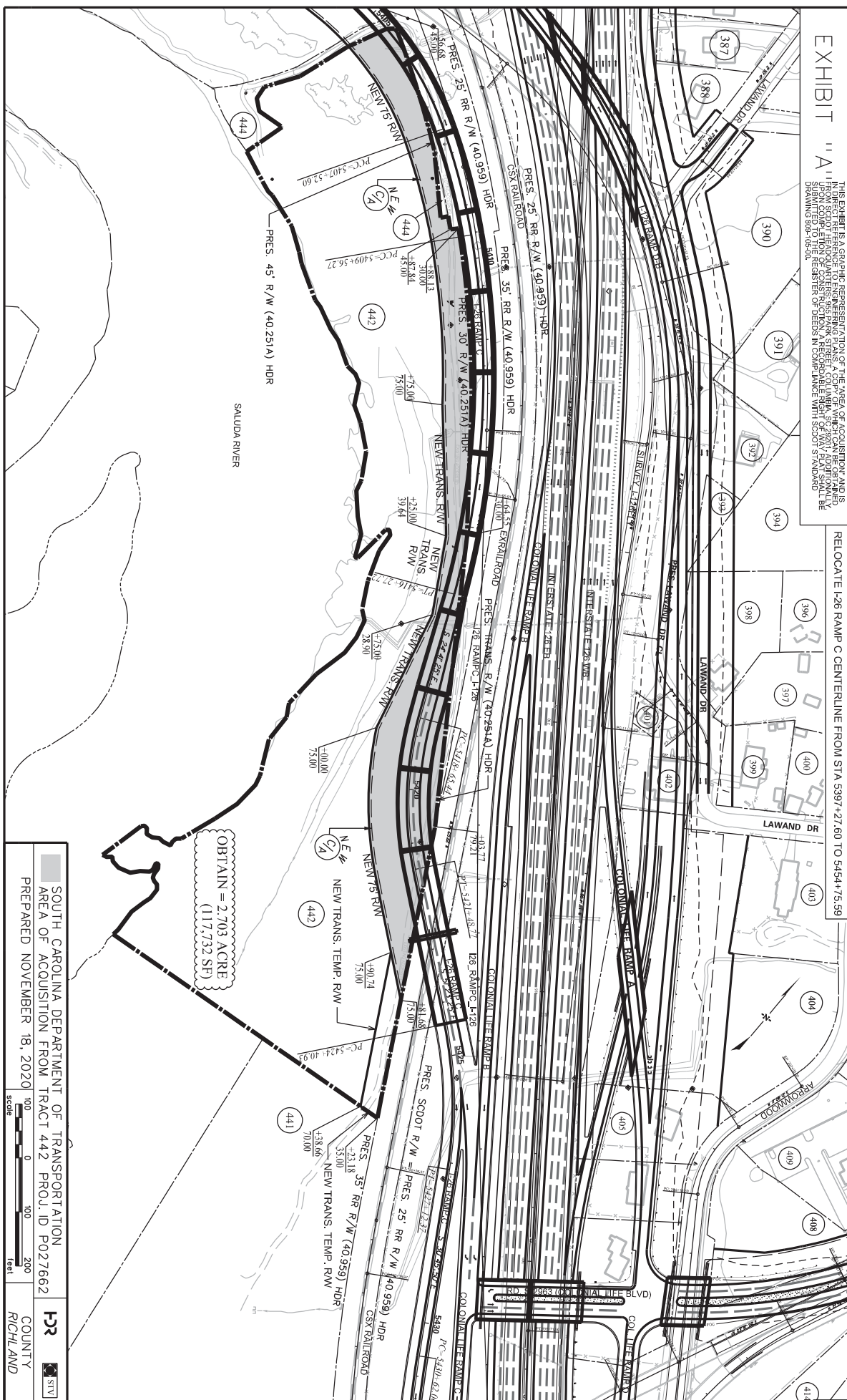
EXHIBIT B - TRACT 445 – 1.046 ACRE

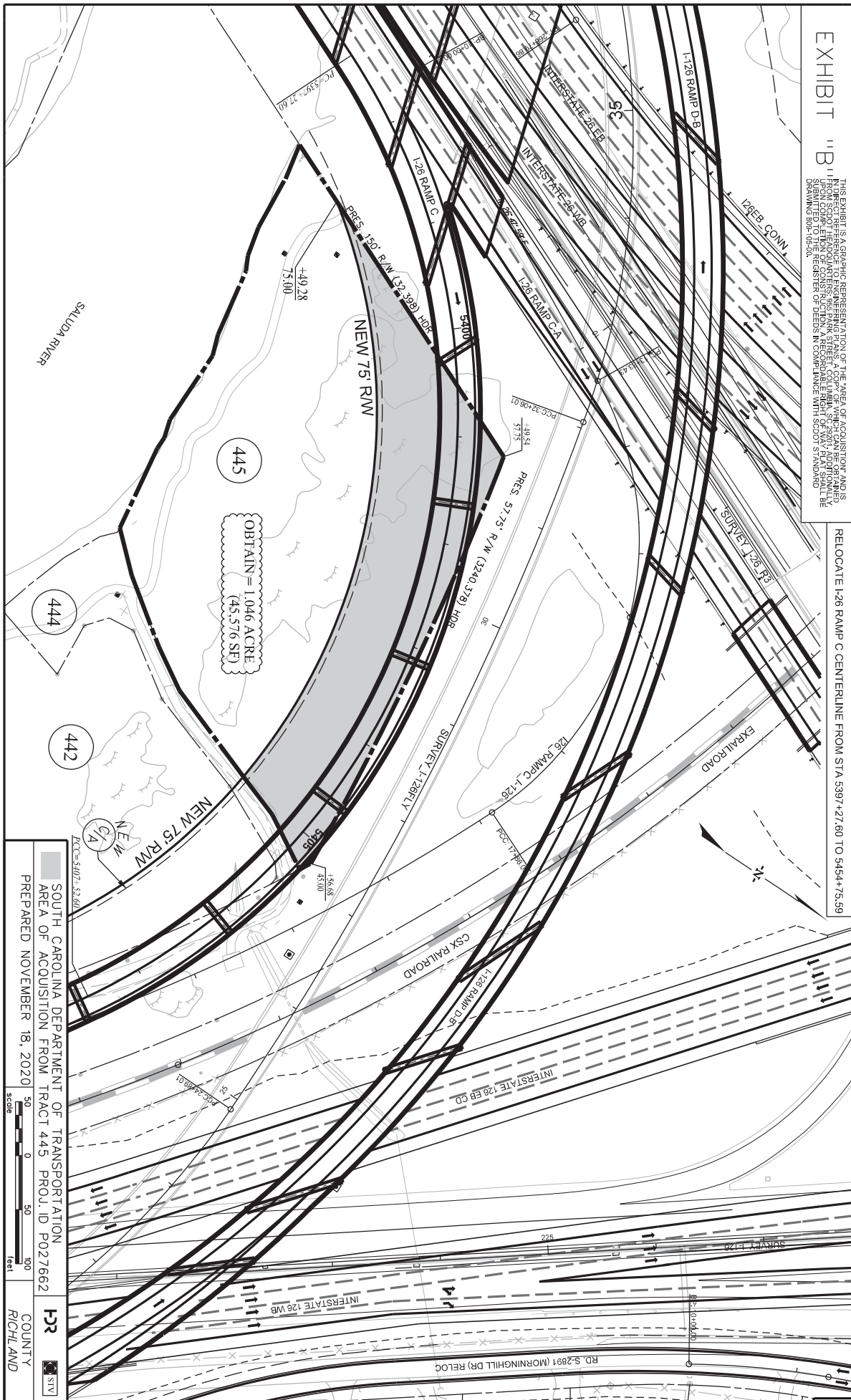
EXHIBIT C - TRACT 523 – 0.761 ACRE

EXHIBIT D - TRACT 524 – 0.149 ACRE

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCOTT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECOVERABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCOTT STANDARD DRAWING 809-105-00.

RELOCATE I-26 RAMP C CENTERLINE FROM STA 5397+27.60 TO 5454+75.59





THIS EXHIBIT A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCOTT HEADQUARTERS, 965 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAN SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCOTD STANDARD DRAWING 809-105-00.

RELOCATE I-126 RAMP D-B CENTERLINE FROM STA 5980+71.80 TO 6035+33.42

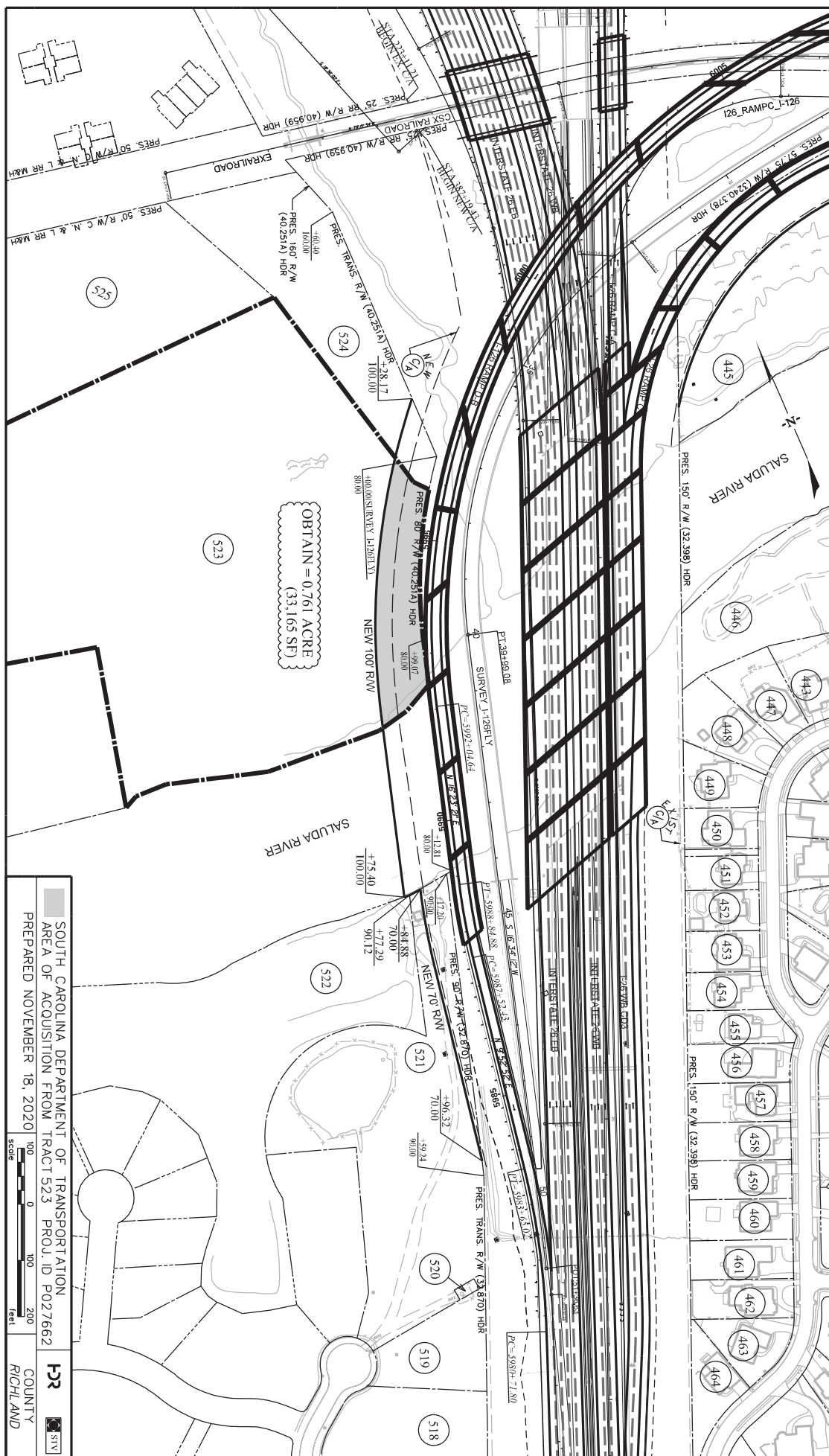
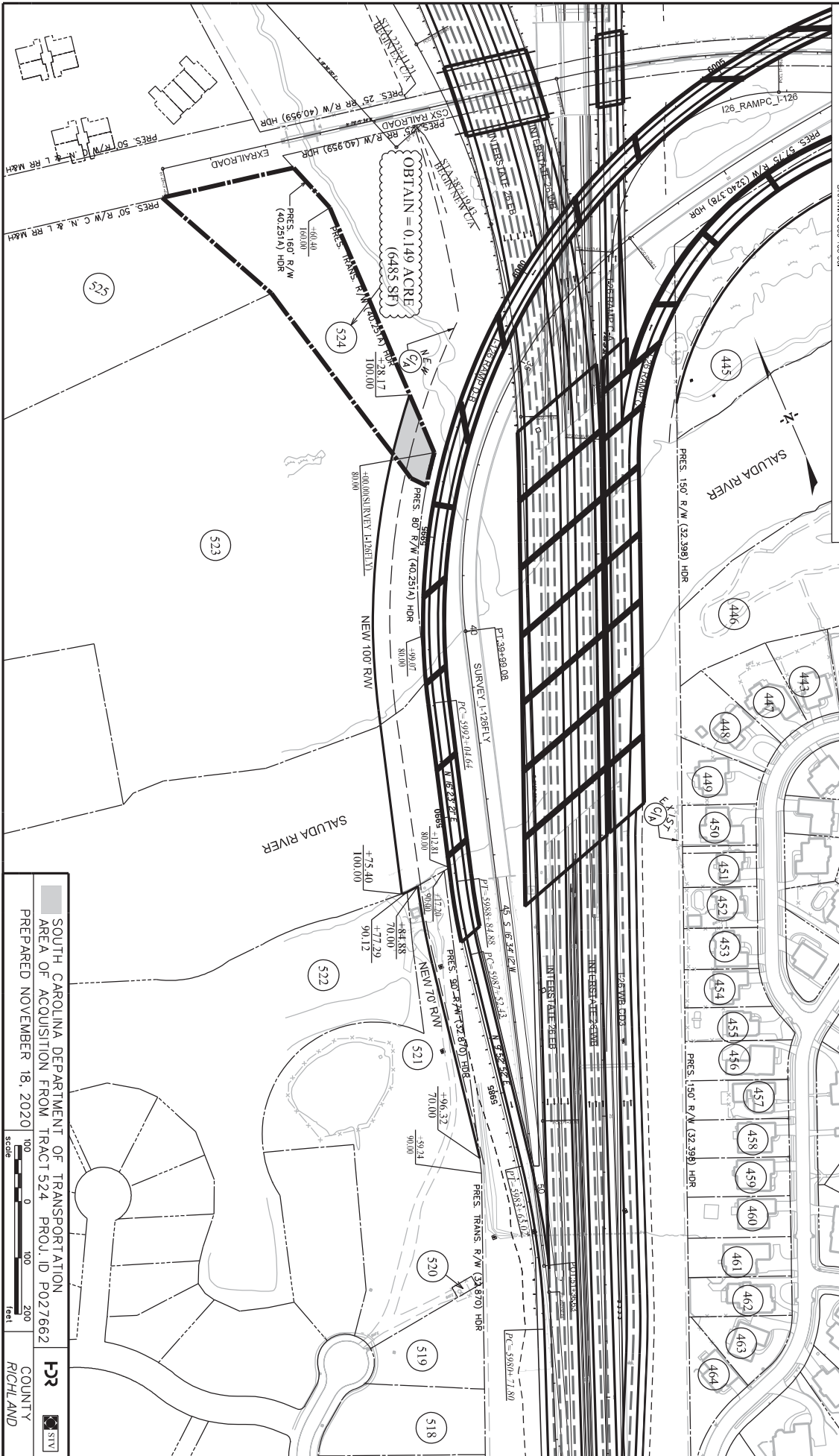


EXHIBIT "D"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE AREA OF ACQUISITION AND IS NOT A REFERENCE TO ANY ENGINEERING PLANS. A COPY OF WHICH CAN BE OBTAINED FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION. THIS EXHIBIT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A RECORDABLE EIGHT OF WAY. IT SHALL BE THE RESPONSIBILITY OF THE REGISTER OF DEEDS TO COMPLY WITH SCOT STANDARD DRAWING 903-0000.

RELOCATE I-126 RAMP D-B CENTERLINE FROM STA 5980+71.80 TO 6035+33.42



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 524 PROJ. ID P027662
PREPARED NOVEMBER 18, 2020

1:250
COUNTY
RICHLAND

Scale: 1" = 250' Feet

EXHIBIT E

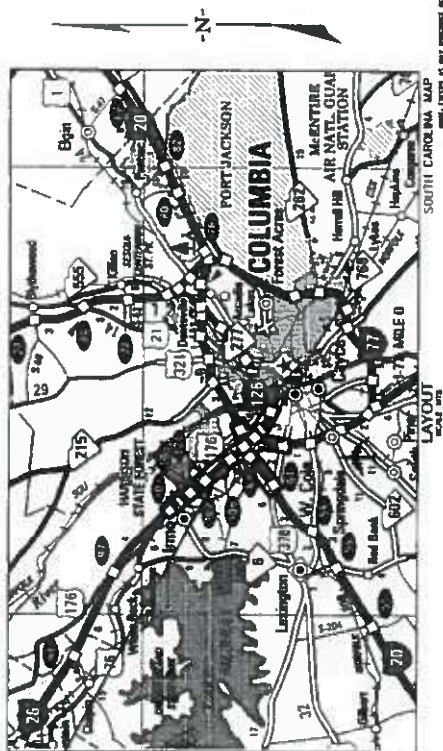
PROPOSED RIGHT OF WAY ACQUISITION PLANS, APPROVED BY SCDOT ON OCTOBER 7, 2019, FOR THE I-20/I-26/I-126 FOR CAROLINA CROSSROADS PROJECT (“CCR PROJECT”)

EXHIBIT E



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

**PROPOSED RIGHT OF WAY ACQUISITION PLANS
FOR
RICHLAND/LEXINGTON COUNTIES
PROJECT ID P027662
1-20/26/126**



PROJECT ID P027662

Approximate Location of Raceway is	
Begin	Latitude <u>34° 6' 28.8" N</u>
	Longitude <u>86° 47' 58.8" W</u>
End	Latitude <u>34° 07' 57.6" N</u>
	Longitude <u>86° 59' 9.6" W</u>

Design Resources for Your Plans in 2014

2017

SECRET//NOFORN//SI//NF//FOUO//LAW ENFORCEMENT INFORMATION

3 DAYS BEFORE DROPPING IN
SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD BRIDGE

Approved for Flight Of Very Amplitude:

David M. Lee 10/2/2019

Intermittent Engineer of Record Date

David M. Lee 10/6/2019

Product Line Categories:



PRELIMINARY PLANS

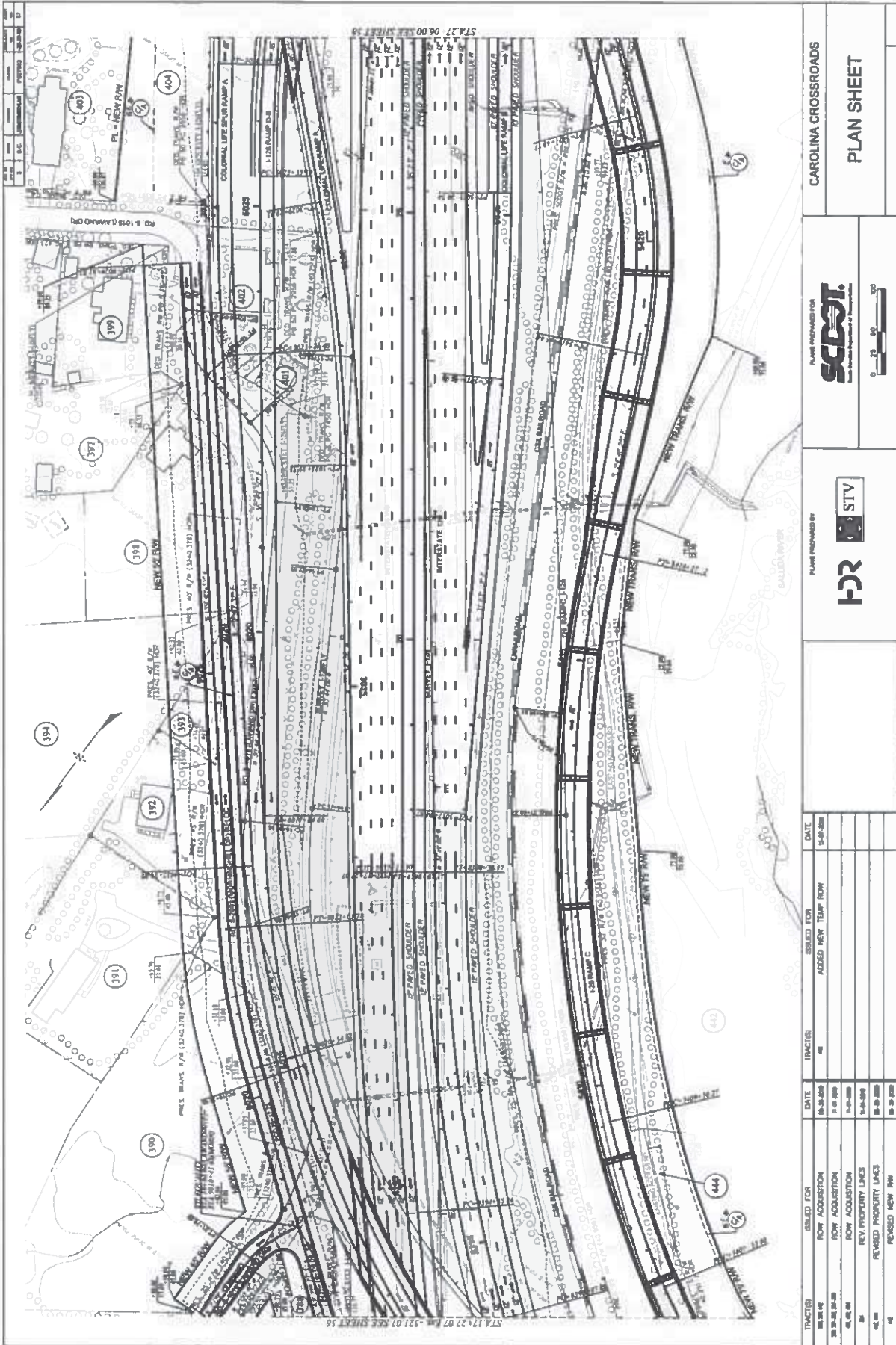
• CONCLUSIONS •

RIGHT-OF-WAY DATA SHEET

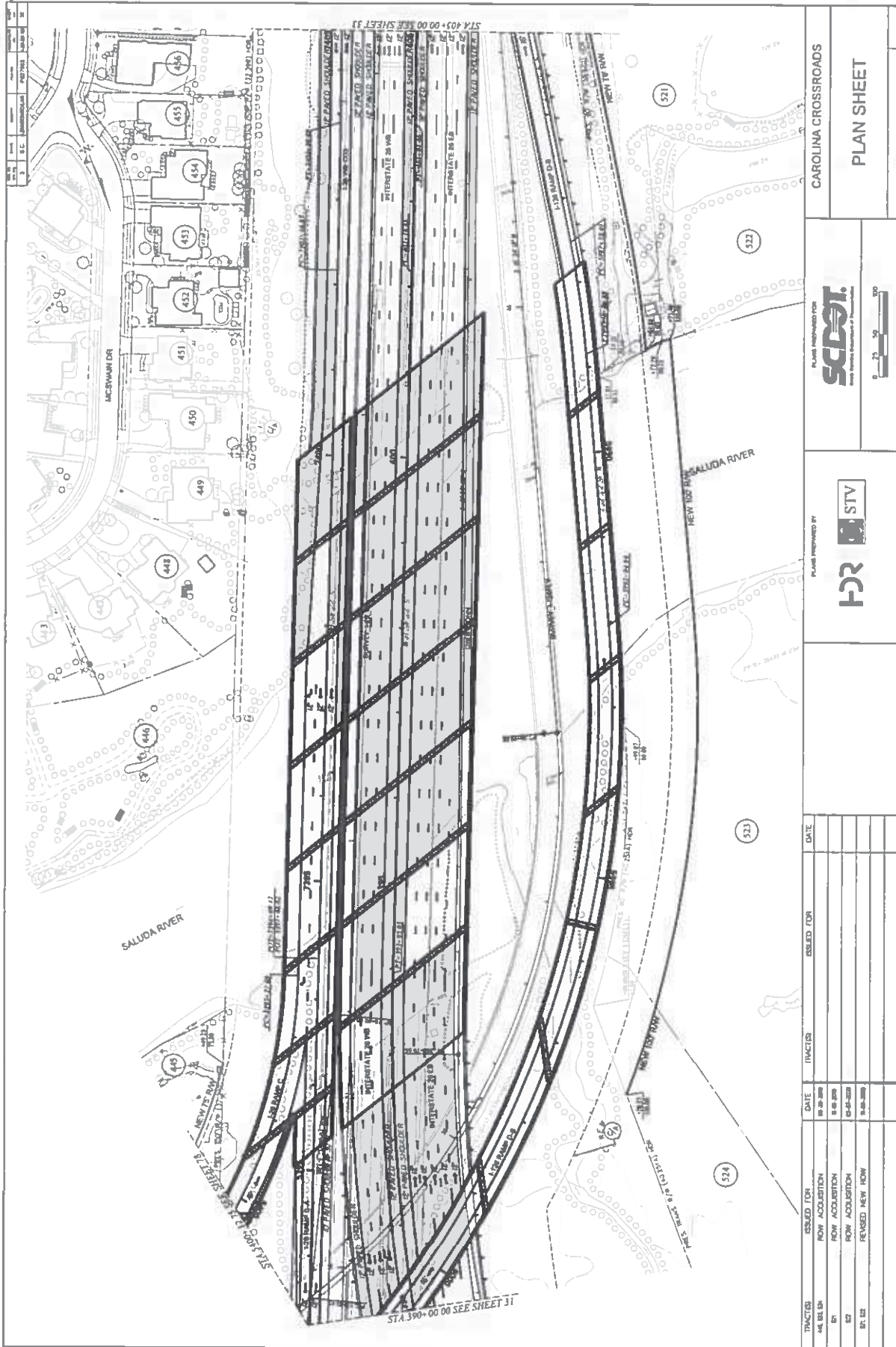
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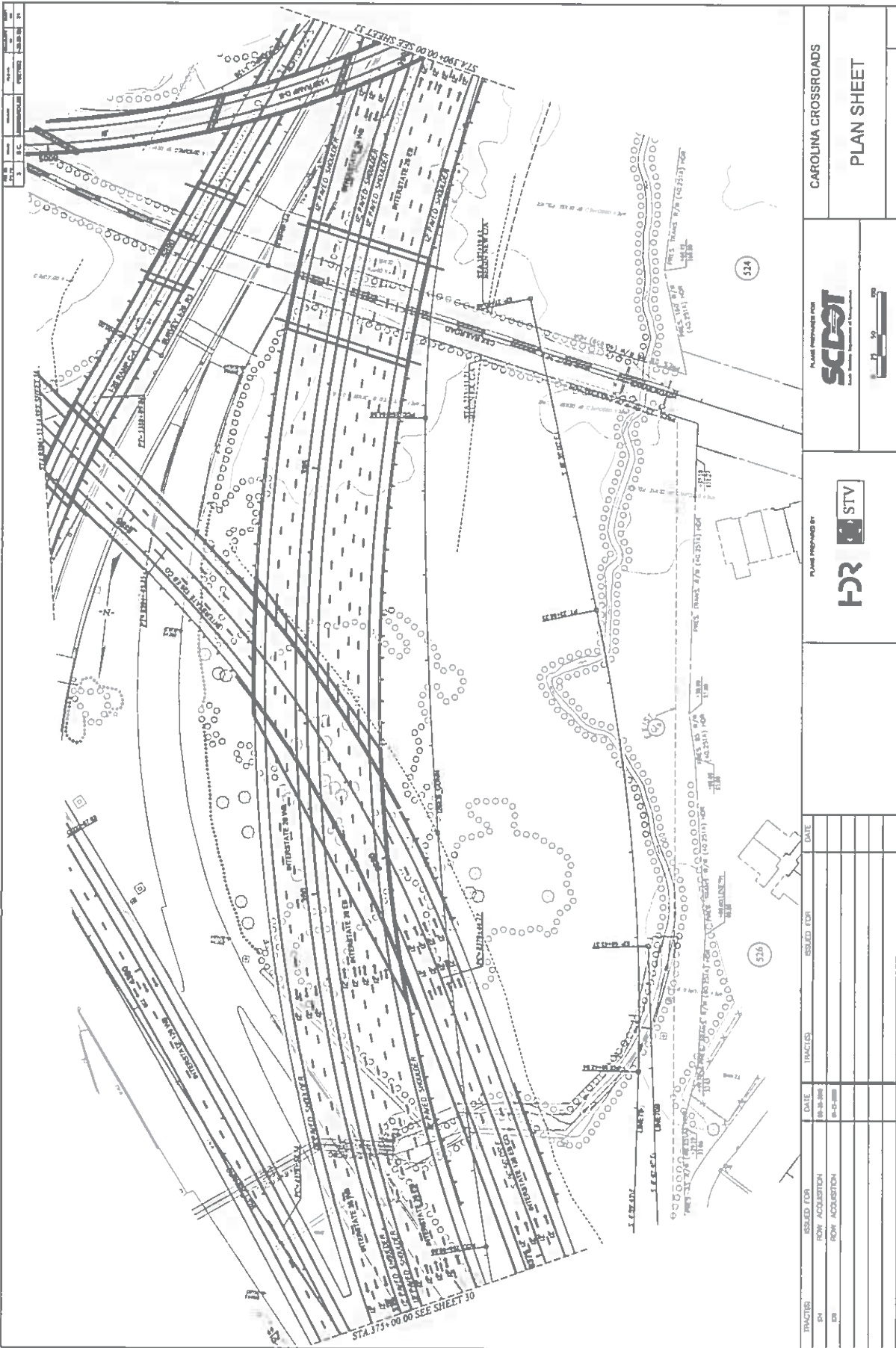
15775

1011 BOWNE RD. 100 BOWNE RD. 100 BOWNE RD. 100 BOWNE RD. 100 BOWNE RD.



CAROLINA CROSSROADS				PLAN SHEET			
PLANS PREPARED FOR SCDOT South Carolina Department of Transportation				PLANS PREPARED BY HDR STV			
TRACTS		ISSUED FOR		DATE		DATE	
100-10-100		ROW ACQUISITION		10-10-2000		10-10-2000	
100-10-100		ROW ACQUISITION		10-10-2000		10-10-2000	
100-10-100		ROW ACQUISITION		10-10-2000		10-10-2000	
100-10-100		REV. PROPERTY LINES		10-10-2000		10-10-2000	
100-10-100		REVISED PROPERTY LINES		10-10-2000		10-10-2000	





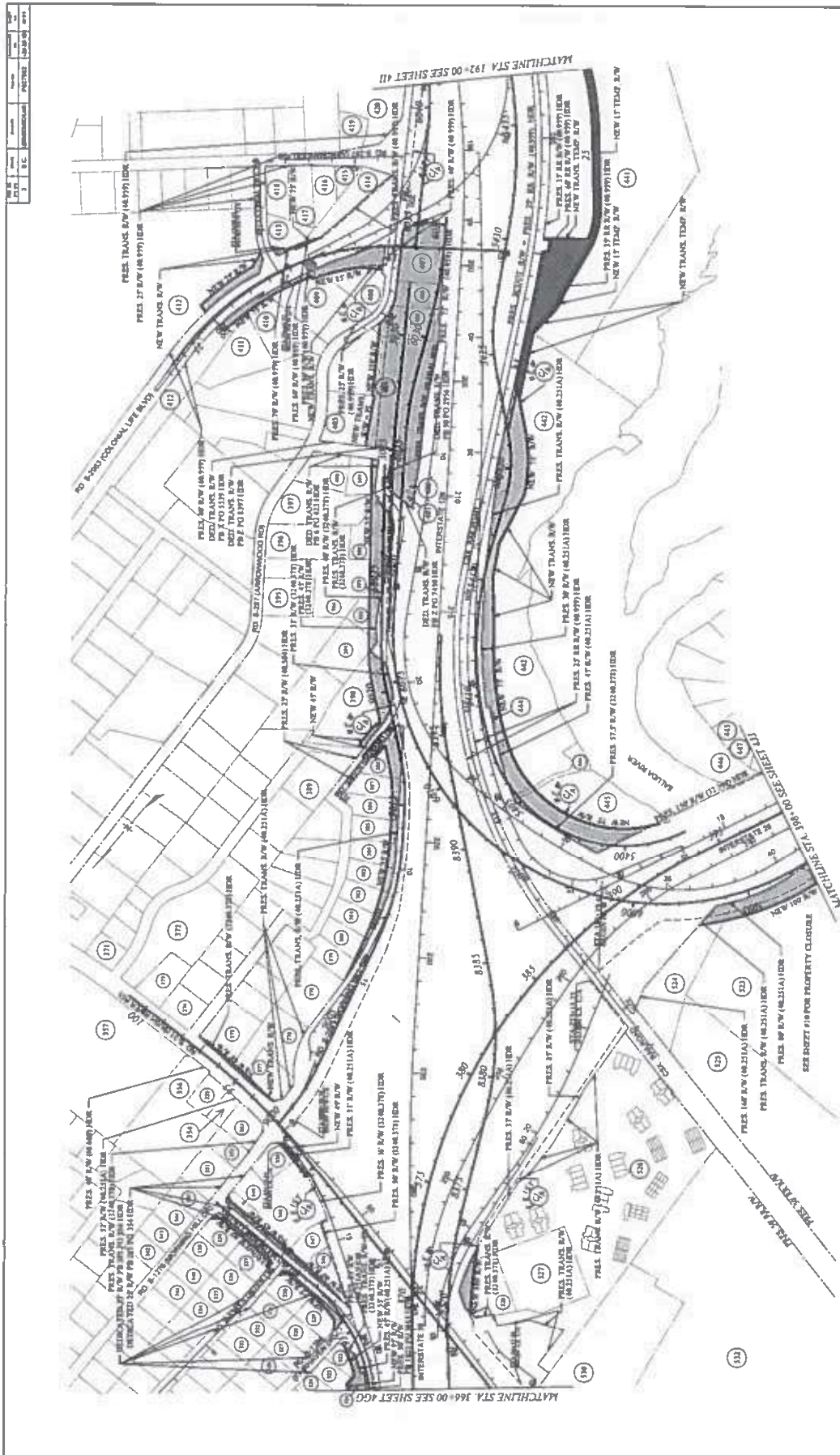
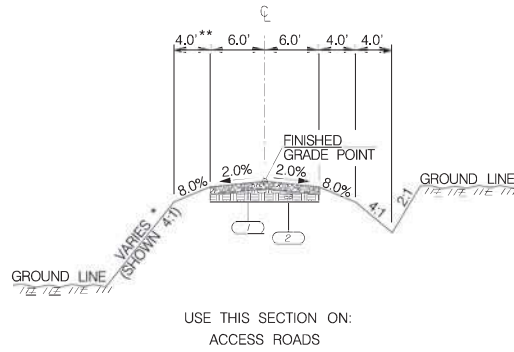
[illegible]

EXHIBIT F

TYPICAL SECTION DEPICTING DESIGN OF ROAD

EXHIBIT F



NOTES:

- * < 5.0' USE 6:1 SLOPE
5.0' - 10.0' USE 4:1 SLOPE
> 10.0' USE 2:1 SLOPE
WETLAND AREAS - 2:1 SLOPE
 - ** ADD 3.75' WHERE GUARDRAIL IS USED
- DESIGN VEHICLE USED FOR ACCESS ROADS:
PASSENGER CAR AND BOAT TRAILER
(PB IN AASHTO 2018 US)

DATE	BY	CHKD	APP'D	SCALE	NO.
9/10/2020	J.E.	J.E.	J.E.	AS SHOWN	000000

1" = 20'	6" GRADED AGGREGATE BASE COURSE
2" = 40'	PROOF-ROLLED SUBGRADE

DESIGN SPEED			PAVEMENT DESIGN		SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ROAD DESIGN COLUMBIA, S.C.	
RTE.	MPH	FROM STA.	TO STA.	APPROVED BY	CAROLINA CROSSROADS I-26I-126I-20 TYPICAL SECTIONS	
				DATE		
					SCALE:	RTE. DWS. NO.



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve an Economic Development Grant Agreement for a Business Relocation and Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Graph-itti, Inc. in an amount not to exceed \$15,000.00. This firm is located in Columbia, SC

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$15,000.00.

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - Graph-itti - Columbia Grant Agreement (PDF)

GRANT AGREEMENT
among
CITY OF COLUMBIA, SOUTH CAROLINA
and
GRAPH-ITTI, INC.

GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”), between City of Columbia, South Carolina, a body politic and corporate (“City”) and Graph-itti, Inc., a South Carolina company (“Company,” and with City, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended (“Act”), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (a) induce enterprises to locate in the City and (b) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to maintaining and growing their local employment presence and expanding by adding corporate office space and new, full time, high paying jobs (“Project”) in the City limits;

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

“*Administration Expenses*” means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the City (a) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (b) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Certification Date*” means the date set forth on Exhibit A by which the Company shall achieve the Commitment.

“*Cessation of Operations*” means a publicly announced termination of the Project, a layoff of a majority of employees working at the Company’s facility in the City, or a substantial reduction in production that continues for a period of twelve (12) months.

“*City Council*” means the City of Columbia City Council, the governing body of the City.

“*Commitment*” means the commitment made by the Company to invest in their facilities and equipment, and/or hire new employees as more particularly described on **Exhibit A**.

“*Costs*” means all costs incurred by or on behalf of the Company to upfit and improve upon space and to purchase and install furniture, fixtures, and equipment at the Company’s facility in the City, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Project as may be approved in writing by the City.

“*Grant*” means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

“*Term*” means the period from the effective date of this Agreement until the Termination Date.

“*Termination Date*” means, unless earlier terminated pursuant to the provisions of this Agreement, the earlier of (a) the date on which the Company meets the Commitment, or (b) the date on which the Company pays the Repayment Amount set forth in Section 3.3 and Exhibit C of this Agreement.

ARTICLE II REPRESENTATIONS

Section 2.1. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and
- (e) Based on representations made by the Company to the City, the City has determined the Project will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. *Representations by the Company.* The Company represents to the City as follows:

- (a) The Company, a South Carolina limited liability company, has the power to conduct the Project in the State of South Carolina and enter into this Agreement;
- (b) The Company will use commercially reasonable efforts to achieve the Commitment;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2021, the Company covenant to deliver to the City's Office of Economic Development, the information with respect to the Company required by **Exhibit D**; and

(e) The Company represents and warrants that it will use the Grant only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached **Exhibit A** qualify as a valid public purpose.

ARTICLE III COMMITMENT; GRANT

Section 3.1. *Commitment.*

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Company's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Project within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement and must return the Grant to the City.

Section 3.2. *Grant.* To assist in paying for Costs of the Program, the City shall provide the Grant to the Company.

Section 3.3. *Claw Back.* If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Program within 6 months of the Effective Date, (c) expends the Grant for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in **Exhibit C**. Any amount that may be due from the Company to the City as calculated in accordance with or described in **Exhibit C** is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and **Exhibit C** survives termination of this Agreement.

ARTICLE IV DEFAULT

Section 4.1. *Events of Default.* The following are "Events of Default" under Agreement:

-
- (a) Failure to timely pay any amount due under this Agreement;
 - (b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;
 - (c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. Remedies on Default.

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

- (i) terminate this Grant Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. Reimbursement of Legal Fees and Other Expenses. If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. Nonwaiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. Termination by the City. The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V PARTICULAR RIGHTS AND COVENANTS

Section 5.1. Confidentiality. The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "**Confidential Information.**" Except as required by law, the City, or any

employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. Indemnification.

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. No Liability of City Personnel. All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. Limitation of Liability. The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. Administration Expenses. The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed \$5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. *No City Sponsorship.* This Grant shall not be construed as sponsorship of any event or project of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI MISCELLANEOUS

Section 6.1. *Notices.* Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY: City of Columbia, S.C.
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217
Phone: 803.545.3026
Fax: 803.545.3051

WITH A COPY TO: City of Columbia Office of Economic Development
(does not constitute notice) Attn: Director of Economic Development
1201 Main Street, Suite 250
Columbia, South Carolina 29201
Phone: 803.734.2700
Fax: 803.734.2702

AS TO THE COMPANY: Graph-itti, Inc.
Attn: Traeger Mechling
3620 North Main Street
Columbia, SC 29203
Phone: 803.960.4355

WITH A COPY TO: Graph-itti, Inc.
Attn: Jennifer Mechling
3620 North Main Street
Columbia, SC 29203
Phone: 803.254.9380

Section 6.2. *Binding Effect.* This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. *Counterparts.* This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. *Governing Law.* This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. *Amendments.* The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. *Assignment.* The Agreement may not be assigned by the Company to another entity without the written permission of the City.

Section 6.7. *Further Assurance.* From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. *Severability.* If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Project in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the date of the last signature hereinbelow.

CITY OF COLUMBIA, SOUTH CAROLINA

City Manager

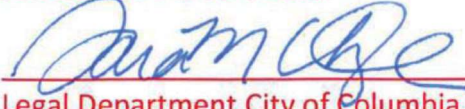
Date

(SEAL)
ATTEST:

Clerk to City Council

Date

APPROVED AS TO FORM



**Legal Department City of Columbia, SC
9/8/2021**

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Graph-itti, Inc.

By: _____
Its: _____
Date: _____

Exhibit A

Description of Commitment

Not later than December 31, 2022 (“Certification Date”), the Company commits to investing no less than \$300,000 in corporate facilities within the City limits.

Exhibit B

Description of Grant

The City shall provide a Grant to the Company, in an amount not to exceed \$15,000 to be paid in a single installment.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Commitment Achievement

Commitment Achievement = Amount of Non-Public Investment / Commitment

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received \$15,000 in Grant proceeds, and only invested \$225,000 by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Commitment Achievement} = \$225,000 / \$300,000 = 75\%$$

$$\text{Clawback Percentage} = 100\% - 75\% = 25\%$$

$$\text{Repayment Amount} = \$15,000 \times 25\% = \$3,750$$

Exhibit D

Description of Reporting Information

On or before December 31 of each year during the Term, commencing on December 31, 2021, the Company shall deliver to the City (a) a copy of the current payroll showing the Company's employment at its facility in the City, and (b) any additional information the City may reasonably request to determine the Company's current achievement of the Project.

The Company shall remit the information set forth on this Exhibit D to:

City of Columbia, South Carolina
Attn: Economic Development Director
1201 Main Street, Suite 250
Columbia, SC 29201
Email: Ryan.Coleman@columbiasc.gov
Phone: 803.734.2700
Fax: 803.734.2702

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for the purpose of any required upfits and improvements to the physical space at its facility in the City, as well as funding the acquisition of furniture, fixtures and equipment for the facility.



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve an Economic Development Grant Agreement for a Facilities Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Bierkeller, LLC in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$100,000.00.

ATTACHMENTS:

- **#a:** APPROVED - 21010269 - Bierkeller LLC - Columbia Grant Agreement (PDF)

GRANT AGREEMENT
among
CITY OF COLUMBIA, SOUTH CAROLINA
and
BIERKELLER, LLC

GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”), between City of Columbia, South Carolina, a body politic and corporate (“City”) and Bierkeller, LLC a South Carolina company (“Company,” and with City, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended (“Act”), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (a) induce enterprises to locate in the City and (b) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to maintaining and growing their local employment presence and expanding by adding a brewery facility and new, full time, high paying jobs (“Project”) in the City limits;

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

“*Administration Expenses*” means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the City (a) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (b) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Certification Date*” means the date set forth on **Exhibit A** by which the Company shall achieve the Commitment.

“*Cessation of Operations*” means a publicly announced termination of the Project, a layoff of a majority of employees working at the Company’s facility in the City, or a substantial reduction in production that continues for a period of twelve (12) months.

“*City Council*” means the City of Columbia City Council, the governing body of the City.

“*Commitment*” means the commitment made by the Company to invest in their facilities and equipment, and/or hire new employees as more particularly described on **Exhibit A**.

“*Costs*” means all costs incurred by or on behalf of the Company to upfit and improve upon space and to purchase and install furniture, fixtures, and equipment at the Company’s facility in the City, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Project as may be approved in writing by the City.

“*Grant*” means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

“*Term*” means the period from the effective date of this Agreement until the Termination Date.

“*Termination Date*” means, unless earlier terminated pursuant to the provisions of this Agreement, the earlier of (a) the date on which the Company meets the Commitment, or (b) the date on which the Company pays the Repayment Amount set forth in Section 3.3 and Exhibit C of this Agreement.

ARTICLE II REPRESENTATIONS

Section 2.1. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and
- (e) Based on representations made by the Company to the City, the City has determined the Project will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. *Representations by the Company.* The Company represents to the City as follows:

- (a) The Company, a South Carolina limited liability company, has the power to conduct the Project in the State of South Carolina and enter into this Agreement;
- (b) The Company will use commercially reasonable efforts to achieve the Commitment;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2021, the Company covenants to deliver to the City's Office of Economic Development, the information with respect to the Company required by **Exhibit D**; and

(e) The Company represents and warrants that it will use the Grant only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached **Exhibit A** qualify as a valid public purpose.

ARTICLE III COMMITMENT; GRANT

Section 3.1. *Commitment.*

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Company's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Project within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement and must return the Grant to the City.

Section 3.2. *Grant.* To assist in paying for Costs of the Project, the City shall provide the Grant to the Company.

Section 3.3. *Claw Back.* If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Project within 6 months of the Effective Date, (c) expends the Grant for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in **Exhibit C**. Any amount that may be due from the Company to the City as calculated in accordance with or described in **Exhibit C** is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and **Exhibit C** survives termination of this Agreement.

ARTICLE IV DEFAULT

Section 4.1. *Events of Default.* The following are "Events of Default" under Agreement:

- (a) Failure to timely pay any amount due under this Agreement;
- (b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;
- (c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. Remedies on Default.

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

- (i) terminate this Grant Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. Reimbursement of Legal Fees and Other Expenses. If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. Nonwaiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. Termination by the City. The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V PARTICULAR RIGHTS AND COVENANTS

Section 5.1. Confidentiality. The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "**Confidential Information.**" Except as required by law, the City, or any

employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. Indemnification.

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents (“Indemnified Parties”) against and from any and all liability, claims, or causes of action arising from the City’s disbursement of and the Company’s use of the funds that are the subject of this Agreement unless the liability, claim(s) or cause of action is a result of the gross negligence or willful misconduct by the Indemnified Parties.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. No Liability of City Personnel. All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. Limitation of Liability. The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. Administration Expenses. The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed \$5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City’s direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City’s Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City’s choice.

Section 5.6. No City Sponsorship. This Grant shall not be construed as sponsorship of any event or project of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY: City of Columbia, S.C.
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217
Phone: 803.545.3026
Fax: 803.545.3051

WITH A COPY TO: City of Columbia Office of Economic Development
(does not constitute notice) Attn: Director of Economic Development
1201 Main Street, Suite 250
Columbia, South Carolina 29201
Phone: 803.734.2700
Fax: 803.734.2702

AS TO THE COMPANY: Bierkeller, LLC
Attn: Scott Burgess
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Phone: 803.338.1599

WITH A COPY TO: Bierkeller, LLC
Attn: Sam Moses
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Phone: 803.253.6842

Section 6.2. Binding Effect. This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. Counterparts. This Agreement may be executed in any number of counterparts, in

original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. *Governing Law.* This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. *Amendments.* The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. *Assignment.* The Agreement may not be assigned by the Company to another entity without the written permission of the City.

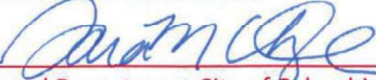
Section 6.7. *Further Assurance.* From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. *Severability.* If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Project in the City.

Grant Agreement
City of Columbia and Bierkeller, LLC
Page 8 of 14

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the date of the last signature hereinbelow.

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/8/2021

CITY OF COLUMBIA, SOUTH CAROLINA

City Manager

Date

(SEAL)
ATTEST:

Clerk to City Council

Date

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Bierkeller, LLC

By: _____
Its: _____
Date: _____

Exhibit A

Description of Commitment

Not later than December 31, 2025 (“Certification Date”), the Company commits to create not less than ten new jobs in the City in connection with the Project and invest no less than \$1,000,000 in corporate facilities within the City limits.

Exhibit B

Description of Grant

The City shall provide a Grant to the Company, in an amount not to exceed \$100,000, payable in a two equal installments, with the first payment coming due upon execution of this agreement and the next payment coming due at the beginning of the next fiscal year on July 1, 2022.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Commitment Achievement

Commitment Achievement = Amount of Non-Public Investment / Commitment

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received \$100,000 in Grant proceeds, and only invested \$750,000 by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Commitment Achievement} = \$750,000 / \$1,000,000 = 75\%$$

$$\text{Clawback Percentage} = 100\% - 75\% = 25\%$$

$$\text{Repayment Amount} = \$100,000 \times 25\% = \$25,000$$

Exhibit D

Description of Reporting Information

On or before December 31 of each year during the Term, commencing on December 31, 2021, the Company shall deliver to the City (a) a copy of the current payroll showing the Company's employment at its facility in the City, and (b) any additional information the City may reasonably request to determine the Company's current achievement of the Project.

The Company shall remit the information set forth on this Exhibit D to:

City of Columbia, South Carolina
Attn: Economic Development Director
1201 Main Street, Suite 250
Columbia, SC 29201
Email: Ryan.Coleman@columbiasc.gov
Phone: 803.734.2700
Fax: 803.734.2702

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for the purpose of any required upfits and improvements to the physical space at its facility in the City, as well as funding the acquisition of furniture, fixtures and equipment for the facility.



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for a Genetec Streamvault 2011E Series Server, as requested by the Information Technology Department. Award to Knights Security Systems, LLC, using the GSA Cooperative Contract in the amount of \$63,051.10. This vendor is located in Austin, TX.

REQUISITION NO.: R212102

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - Computer/Electrical Equipment Capital (4039999 - CP105908 - 658600). The original budget amount is \$65,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the Genetec GSA Contract# 47QSWA18D0050. Vendor, Knights Security Systems, LLC., at the following cost plus sales tax.

Genetec Streamvault 2011E Series Servers	
Base Price	\$58,380.65
SC State Taxes	\$4,670.45
PO Total	\$63,051.10

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

ATTACHMENTS:

- **#a:** Genetec GSA Contract # 47QSWA18D0050 (PDF)
- **#b:** Knight Security Systems LLC Contract (PDF)



**FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu driven database system. The INTERNET address GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR SCHEDULE MAS

FSC Codes 6350 & 5810
PSC Codes J063, K063, L063, N063, R414
NAICS Codes 56162, 561621, 561622, 238210, 334290, 541330, 541512, 541690, 423610

Contract Number: 47QSWA18D0050
Contract Effective May 22, 2018 thru May 21, 2023
Modification # PA0034 Dated May 27, 2020

Business Size: Large
Genetec, Inc.
Telephone: 514. 669.1045
Fax: 514. 332.1692
Web Address: www.genetec.com
Email: ccadieux@genetec.com

For more information on ordering from the Federal Supply Schedules please refer to <http://www.fss.gsa.gov>

Customer Information

1a. Table of Awarded Special Item Numbers:

SIN 334290L

Physical Access Control Systems (PACS) - Legacy SIN - Includes physical access control systems (PACS), such as card-controlled access, biometrics, security barriers, etc.

NOTE: Subject to Cooperative Purchasing

SIN 334290PACS

Physical Access Control Systems (PACS) - FIPS 201 Includes physical access control systems (PACS), such as card-controlled access, biometrics, security barriers, etc.

NOTE: The GSA FIPS 201 Evaluation Program defines product categories for the FIPS 201 APL as required to implement the mandates in OMB Memoranda M-05-24 and M-06-18. For the avoidance of doubt, **ONLY THOSE PRODUCTS FOUND ON THE GSA APL ARE FIPS 201 COMPLIANT.**

All approved products can be found on the APL (Approved Products List) at idmanagement.gov.

NOTE: Subject to Cooperative Purchasing

SIN 334512

Total Solution Support Products for Facilities Management Systems - Includes products to support facilities management systems, such as repair parts, surveillance systems, security functions, energy functions, building comfort systems, etc.

NOTE: Subject to Cooperative Purchasing

SIN 334290

Security and Detection Systems— Includes security and detection systems and devices, such as gas detectors, pressure level monitoring, patient/detainee monitoring systems, etc.

NOTE: Excludes vehicular alarms.

NOTE: Subject to Cooperative Purchasing

SIN OLM

Order-Level Materials - OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- Open Market Items.
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

1b. Lowest Priced Model Number and Price for Each SIN:

SIN 334290	GTAC-TABH-1H	\$121.95
SIN 334290L	ADV-RDR-P2E-1M	\$00.27
SIN 334290PACS	GSC-SY-P2E-1R-UP	\$22.42
SIN 334512	ST-B1D-1M-N1M	\$00.13

1c. Hourly Rates: See Accepted Price List Attached

2. Maximum Order Threshold:

SIN 334290	\$250,000 per order
SIN 334290L	\$250,000 per order
SIN 334290PACS	\$250,000 per order
SIN 334512	\$250,000 per order

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order of BPA.

3. Minimum Order. \$50

4. Geographic coverage (delivery area): Destination CONUS, Origin OCONUS

5. Points of Production: Canada; Services US and Canada

6. GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. Quantity discount: Dollar Volume: Orders exceeding \$75,000.00 = total discount of 15%, orders exceeding \$150,000.00 = total discount of 20% not for all parts, only for certain parts. Please see pricing.

8. Prompt payment terms: Net 30 days. Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted up to the micro purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items: Canada

11a. Time of delivery: 30 days ARO or per Statement of Work

11b. Expedited Delivery: Please contact for details.

11c. Overnight and 2 day delivery. Please contact for details.

11d. Urgent Requirements. Please contact for details

12. F.O.B. point(s): Destination 48 contiguous states and the District of Columbia

13. Ordering addresses: Contact Contractor or Authorized Dealer

14. Payment Addresses: See Ordering Information (Item 13)

15. Warranty provisions: Standard Commercial Warranty. Customer should contact Contractor for details.

16 Export packing charges: Not Applicable

17. Terms and conditions of Government purchase card acceptance: Accepted, no discount.

18. Terms and conditions of rental, maintenance, and repair: Please contact for details.

Terms and conditions of installation: Please contact for details.

Terms and conditions of repair parts: Please contact for details.

20a. Terms and conditions for any other services: Please contact for details.

21. List of service and distribution points: Refer to Item 13 for service and distribution points.

22. List of participating dealers: See Attached

23. Preventive maintenance: Please contact for details.

24a. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: N/A.

24b. Section 508 Compliance for EIT: N/A.

25. Data Universal Number System (DUNS) number: 200461684

26. Notification Regarding Registration in System for Award Management (SAM) Database: Contractor has active registration in the SAM database.

DEALER NAME	ADDRESS	ADDRESS	CITY	ST	ZIP	PHONE	FAX	EMAIL
ENTERPRISE SECURITY, INC.	1060 NORTH TUSTN AVENUE		ANAHEIM	CA	92807	714.630.9100	714.630.9100	federalsales@genetec.com
ESSCOE, LLC	570 OAKWOOD		LAKE ZURICH	IL	60047	847.847.3200	847.847.3201	federalsales@genetec.com
ESSENTIALCOM, LLC	521 EAST 3RD STREET		MOUNT VERNON	NY	10553	914.400.8600	914.421.2008	federalsales@genetec.com
EYEP SOLUTIONS IT SERVICES	3450 PALMER DRIVE	SUITE 4-191	CAMERON PARK	CA	95682	916.335.3535	916.335.3535	federalsales@genetec.com
FES INSTALLATIONS INC.	P.O. BOX 127; 6956 ROUTE 20		MADISON	NY	13402	315.893.7702	315.893.1864	federalsales@genetec.com
FIBER SOLUTIONS R	12120 METRO PARKWAY		FORT MYERS	FL	33966	239.561.6814	239.561.6814	federalsales@genetec.com
GC&E SYSTEMS GROUP INC.	5835 PEACHTREE CORNERS EAST	STE A	NORCROSS	GA	30092	770.448.3908X118	770.448.3918	federalsales@genetec.com
IBM GLOBAL TECHNOLOGY SERVICES	1551 S. WASHINGTON AVE.		PISCATAWAY	NJ	08854	732.384.2635	800.314.1092	federalsales@genetec.com
IK SYSTEMS	7625 MAIN ST FISHERS		VICTOR	NY	14564	585.924.9000	585.924.9000	federalsales@genetec.com
IN2GRO TECHNOLOGIES LLC	ENGLEWOOD DRIVE	SUITE D	ORION	MI	48359	248.977.1220	248.977.1220	federalsales@genetec.com
INTEGRATED SECURITY TECHNOLOGIES	520 HERNDON PARKWAY	STE C	HERNDON	VA	20170	703.464.4766	703.464.5836	federalsales@genetec.com
INTER-PACIFIC, LLC	1278 BARCLAY BLVD.		BUFFALO GROVE	IL	60089	847 808-2100	847 808-2103	federalsales@genetec.com
INTERTECH SECURITY LLC	1501 PREBLE AVENUE		PITTSBURGH	PA	15233	412.246.1200	412.246.1200	federalsales@genetec.com
ISO NETWORK, LLC	125 TOWNPARK DR	SUITE 300	KENNESAW	GA	30144	678.885.9210	678.885.9210	federalsales@genetec.com
JOHNSON ELECTRONICS, INC.	78 MALARIN STREET	SUITE A	SALINAS	CA	93901	831.424.8549	831.424.8549	federalsales@genetec.com
KBR, Inc. dba KBRwyle	7000 Columbia Gateway Dr		Columbia	MD	21046	410 964 7000	410 964 7000	federalsales@genetec.com
KNIGHT SECURITY SYSTEMS, LLC	10105 TECHNOLOGY BLVD.	SUITE 100	DALLAS	TX	75220	214.350.1632	214.350.1632	federalsales@genetec.com
L.I. COMPUTER NETWORKS, INC.	1200 E VETERANS HWY	SUITE 107	HAUPPAUGE	NY	11788	631.443.4050	631.443.4050	federalsales@genetec.com

PART NUMBER	MANUFACTURER	DESCRIPTION	SIN	COO	GSA NET
SV-2011E-R14-24T-4-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 24TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (6) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$9,453.00
SV-2011E-R14-24T-8-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 24TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (3) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$9,834.56
SV-2011E-R14-28T-4-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 28TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (7) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$9,688.56
SV-2011E-R14-32T-4-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 32TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (8) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$9,924.13
SV-2011E-R14-32T-8-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 32TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (4) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$10,260.55
SV-2011E-R14-36T-12-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 36TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (3) 12TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genet	334512	MX	\$10,539.14
SV-2011E-R14-36T-4-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 36TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (9) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$10,160.40
SV-2011E-R14-40T-4-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 40TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (10) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genet	334512	MX	\$10,395.97
SV-2011E-R14-40T-8-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 40TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (5) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genete	334512	MX	\$10,681.61
SV-2011E-R14-44T-4-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 44TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (11) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genet	334512	MX	\$10,631.54
SV-2011E-R14-48T-12-210	GENETEC, INC.	Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 48TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (4) 12TB SATA HDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genet	334512	MX	\$10,483.43



CONTRACT FOR GOODS

This Contract is being awarded using the GSA Cooperative Contract #47QSWA18D0050

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Knight Security Systems, LLC with legal address and principal place of business at 10105 Technology Blvd., Suite 100, Dallas, TX 75220 (hereinafter referred to as the “Contractor”), for the purchase of servers.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods 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 goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT/ DELIVERY** – F.O.B. Destination
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Information Technology Department.
5. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, to Knight Security Systems, LLC, shall not exceed Sixty-Three Thousand Fifty-One Dollars and Ten Cents (\$63,051.10).

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

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO GSA COOPERATIVE CONTRACT# 47QSWA18D0050**

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

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. GSA Cooperative Contract #47QSWA18D0050
3. Cost Proposal

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 delivery of all the goods required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to provide the goods required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

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

City of Columbia and Knight Security Systems, LLC

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the schedule of goods, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly,

City of Columbia and Knight Security Systems, LLC

give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

City of Columbia and Knight Security Systems, LLC

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 the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

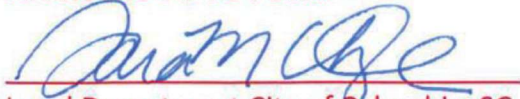
CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

CONTRACTOR

Print Signature Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
9/8/2021

City of Columbia and Knight Security Systems, LLC

List of Exhibits

Exhibit A – Cost Proposal



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Renewal of the Lease Agreement for Motorola Radios, as requested by the Columbia Police Department. Award to Motorola Inc., using the SC State Contract, in the amount of \$327,101.78. The vendor is located in Blythewood, SC.

REQUISITION NO.: R212778

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Radio Equipment (1012402 – 627800). The original budget amount is \$327,101.78.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

This is year four (4) of a five (5) year Agreement.

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

ATTACHMENTS:

- **#a:** Motorola Agreement (PDF)
- **#b:** Motorolal Invoice (PDF)

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24188

LESSEE:

City of Columbia
1401 Main Street
Columbia SC 29201

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessor acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER.

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSOR OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

October 25, 2017

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Number 24188 to that certain Equipment Lease Purchase Agreement Number 24188 dated the _____ day of October, 2017, by and between CITY OF COLUMBIA as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: City of Columbia

By: Cheresa Wilson

Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

~~14. INDEMNIFICATION. Lessor shall, to the extent permitted by law, indemnify Lessor against and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.~~

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of November 2017.

LESSEE:

City of Columbia

By: *[Signature]*

Title: City Manager

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, Ms. Erika Moore do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Columbia, an entity duly organized and existing under the laws of the State of South Carolina that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24188, between City of Columbia and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Columbia, hereto this
21st day of November 2017.

By: *[Signature]*

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24188 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[Signature]
Attorney for City of Columbia

APPROPRIATE FORM
[Signature]
Legal
City of Columbia, SC

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 24188
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24188 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: October 1, 2017

First Payment Due Date: October 1, 2018

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Columbia (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 3.070%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/1/2017	\$ 1,495,041.00	1		
2 Payment	10/1/2018	\$ 327,101.78	5	Annual	10/1/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/1/2017				\$ 1,495,041.00
1 10/1/2018	\$ 327,101.78	\$ 45,897.76	\$ 281,204.02	\$ 1,213,836.98
2 10/1/2019	\$ 327,101.78	\$ 37,264.80	\$ 289,836.98	\$ 924,000.00
3 10/1/2020	\$ 327,101.78	\$ 28,366.80	\$ 298,734.98	\$ 625,265.02
4 10/1/2021	\$ 327,101.78	\$ 19,195.64	\$ 307,906.14	\$ 317,358.88
5 10/1/2022	\$ 327,101.78	\$ 9,742.90	\$ 317,358.88	\$ -
Grand Totals	\$ 1,635,508.90	\$ 140,467.90	\$ 1,495,041.00	

INITIAL INSURANCE REQUIREMENT: \$1,495,041.00

Except as specifically provided in Section five of the Lease hercof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24188 to that Equipment Lease Purchase Agreement number 24188 will be maintained by the City of Columbia as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24188, City of Columbia, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24188 to that Equipment Lease Purchase Agreement number 24188. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24188 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Columbia**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

By: _____
Date: _____

City of Columbia

LESSOR:

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A/ 24188. See Schedule A for a detailed Equipment List.

EQUIPMENT INFORMATION

Equipment Lease Purchase Agreement No.: 24188

Lease Schedule A No.: 24188

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Bank Qualified Statement

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24188) held on or before September _____, 2017, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Columbia (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

**MOTOROLA SOLUTIONS**

Motorola Solutions Credit Company, LLC

INVOICE

2212778

COLUMBIA, CITY OF
1401 MAIN STREET
COLUMBIA, SC 29201

INVOICE NUMBER	INVOICE DATE
MB5207	8/18/21
DUE DATE	CUSTOMER ACCOUNT #
10/1/21	24188

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT:
Samuel Gainer 708-704-6447 or samuel.gainer1@motorolasolutions.com

LEASE		DESCRIPTION				CHARGES		CREDITS		TOTAL	
24188		LEASE INVOICE				\$ 327,101.78		\$ -		\$ 327,101.78	

▼ Please Return This Portion with Your Payment ▼

Please put your customer account number and invoice number on your check for prompt processing

☐ CHANGE OF ADDRESS - PLEASE MARK THIS BOX AND ENTER THE NEW ADDRESS ON THE REVERSE SIDE

INVOICE #	CUSTOMER ACCOUNT #	INVOICE DUE DATE	IF MAILING, SEND PAYMENT TO:	
MB5207	24188	10/01/21	Motorola Solutions Credit Co. LLC P.O. Box 71132 Chicago, IL 60694-1132	\$ 327,101.78 ▲ INVOICE TOTAL ▲ ▲ AMOUNT PAID ▲



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of a Western Star 4700 Cab/Chassis for the Solid Waste Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$268,017.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R210863

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$268,017.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the SC State Contract # 4400022498 Vendor, Shealy's Truck Center Inc., at the following cost plus sales tax.

Dump Truck / Clam shell	
Base Price	\$267,517.00
SC State Vehicle Tax	\$ 500.00
PO Total	\$268,017.00

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

ATTACHMENTS:

- **#a:** Shealys Truck Center Inc_Contract for Goods_R210863 (PDF)



CONTRACT FOR GOODS

This Contract is being awarded using the SC State Contract# 4400026582 and 440002484.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Shealys Truck Center Inc. with legal address and principal place of business at 1340 Bluff Road, Columbia, SC 29201 (hereinafter referred to as the “Contractor”), for the purchase of a Western Star 4700 cab/chassis (Dump Truck).

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods 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 goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – Full Net Invoice / Delivery
4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of Fleet Services.
5. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Shealy's Truck Center Inc., shall not exceed Two Hundred Sixty-Eight Thousand Seventeen Dollars and Zero Cents (\$268,017.00).

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

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

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC State Contract # 4400024844 and 4400026582

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

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. SC State Contract #4400024844 and 4400026582
3. Cost Proposal
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

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 delivery of all the goods required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to provide the goods required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

City of Columbia and Shealy's Truck Center Inc.

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the schedule of goods, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of

City of Columbia and Shealy's Truck Center Inc.

Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

City of Columbia and Shealy's Truck Center Inc.

- 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 the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Shealys Truck Center Inc.

SIGN HERE

C. David Shealy
Print

Signature

Date: 09/10/2021

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/16/2021

List of Exhibits

City of Columbia and Shealy's Truck Center Inc.

Exhibit A – Quote



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P030765; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Brickyard Road, as requested by Columbia Water. Award to SCDOT in the amount of \$58,387.84.

REQUISITION NO.: R212925

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM335521 & WM335522). The original budget amount is \$58,387.84.

CLEAN WATER 2020?: No

South South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 10-inch water lines within the boundaries of their Christie Road Sidewalk Improvement Project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its sidewalk improvements along a segment of Brickyard Road to the west of Styron Ct within Richland County. The proposed improvements include new sidewalks, storm drainage and curb & gutter adjustments.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate approximately 40 linear feet of water line. SCDOT's project cost is \$14,354.07. Under Act 36, SCDOT will cover 4% or \$574.16. The City does not have Prior Rights. The City's cost share is \$58,387.84.

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed, you will find SCDOT's Memorandum of Agreement 39-21 (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work will be funded through the water improvement fund from FY 2021 CIP Project WM3355 - Utility Conflicts Annual. The original budgeted amount for this project is WM4576 - \$58,387.84.

The Director of Engineering recommends approval of this project in the amount of \$58,387.84 to be reimbursed to SCDOT per the Memorandum of Agreement 39-21

ATTACHMENTS:

- **#a:** APPR - MOA Brickyard Road (PDF)
- **#b:** WM4576 Brickyard Road Water Relocations - Cost Estimate for MOA - Dec 2020 (PDF)
- **#c:** WM4576 Brickyard Road Water Relocations Plans (PDF)
- **#d:** WM4576 Area Map (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
Sidewalk Installation along Brickyard Rd.
Waterline (WM4576) Relocation
Brickyard Rd. (S-40-43) in Richland County
SCDOT Project ID P030765

This Agreement is made this ____ day of _____, 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along Brickyard Rd. (S-40-43) in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by **UTILITY**.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by **SCDOT**’s contractor and approved by **UTILITY**, and **SCDOT**’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor from **UTILITY's** list of preferred contractors.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** has programmed \$14,354.07 in the Statewide Transportation Improvement Program for construction of the Project. Four percent of this amount is \$574.16, which is the maximum amount **SCDOT** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$58,962.00, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$574.16. This consists of:
 - i. **Prior Rights** estimated at \$0
 - ii. **Non-Prior Rights** estimated at \$574.16
 - b. **UTILITY's** share is estimated at \$58,387.84
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. Provide contractor's pay requests related to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
5. **SCDOT** will require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure that the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
6. As part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
7. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two year after final acceptance. As part of the Construction Contract, SCDOT will require the contractor to include this in their bid. Final acceptance occurs when the new waterline has been completely installed, inspected, placed into service as shown in **UTILITY's** design documents, and record drawings are received and approved by **UTILITY**.
8. **SCDOT** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
9. If **UTILITY** elects to retrieve the recovered materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **SCDOT** may sell them for scrap or allow the contractor to do so.
10. **SCDOT** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **SCDOT** staff.

Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. If criteria (or construction plans in case of Bid Build Agreement) and specifications provided by **UTILITY** are found to be inaccurate due to **UTILITY's** errors or omissions, **UTILITY** shall be responsible for any resulting damages, that are solely due to **UTILITY's** error, including delay damages or costs solely attributable to **UTILITY's** error.
6. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise

from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.

5. Following final acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on SCDOT right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

[Signature blocks on next page]

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT Project ID P030765

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

WITNESS

BY: _____

Title: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/18/2021

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS

BY: _____

Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:


Deputy Secretary for Engineering or Designee

REVIEWED BY:


State Utilities Engineer

Michael Baker

INTERNATIONAL

Michael Baker International Inc.

700 Huger Street

Columbia, SC 29201

Opinion of Probable Construction Cost

Date: 12/29/2020

Stage: 100% Design

Project: Brickyard Road Utility Relocations

Location: Columbia, SC

Preparer: ATL

Description of Work	Unit	Measure	Unit Cost	Total Cost
General Construction				
1 Mobilization/Demobilization	1	LS	\$3,000.00	\$3,000.00
2 Sediment & Erosion Control	1	LS	\$3,000.00	\$3,000.00
3 Traffic Control	1	LS	\$5,000.00	\$5,000.00
General Construction Subtotal				\$11,000.00
Water Construction				
4 10-inch CL350 DIP - Restrained Joint	40	LF	\$190.00	\$7,600.00
5 6-inch CL350 DIP - Restrained Joint	20	LF	\$150.00	\$3,000.00
6 10-inch CL350 DIP 45° Bend	4	EA	\$500.00	\$2,000.00
7 10-inch x 10-inch x 6-inch M.J. Tee	1	EA	\$1,500.00	\$1,500.00
8 6 -inch M.J. Gate Valve & Box	1	EA	\$1,500.00	\$1,500.00
9 Fire Hydrant Assemblies	1	EA	\$6,500.00	\$6,500.00
Water Construction Subtotal				\$22,100.00
Restoration Items				
10 Existing Pipe Removal	40	LF	\$20.00	\$800.00
11 Pavement Replacement - Trench only - 2" Asphaltic	3	SY	\$80.00	\$240.00
12 Flowable Fill - Trench Backfill	10	CY	\$80.00	\$800.00
13 #57 Stone	12	TN	\$40.00	\$480.00
Restoration Items Subtotal				\$2,320.00
General Construction Subtotal				\$11,000.00
Water Construction Subtotal				\$22,100.00
Construction Total				\$35,420.00
10% Contingency				\$3,542.00

Total Construction Opinion of Cost	\$38,962.00
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Engineering and Construction Services	\$20,000
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MOA Costs	(Engineering/Construction Services + Construction)	\$58,962.00
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Note: No prior rights exist on this project.

DEPARTMENT OF ENGINEERING

**WATER MAIN RELOCATION FOR
BRICKYARD ROAD
SIDEWALK IMPROVEMENTS**

CIP PROJECT:

WM4576



DRAWING INDEX :

COVER	C0.01
MAP, GENERAL NOTES, AND LEGEND	C0.02
PLAN AND PROFILE	C1.01
CONSTRUCTION DETAILS	C2.01-C2.02
EROSION AND SEDIMENT CONTROL DETAILS	C2.03-C2.04



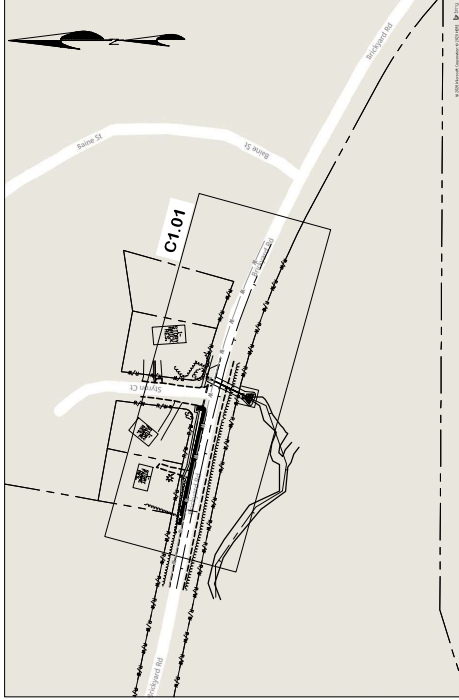
**100% SUBMITTAL
ISSUED FOR BID
DECEMBER 2020**

CITY OF COLUMBIA

BRICKYARD ROAD WATER MAIN RELOCATION
VICINITY MAP
N.T.S.



BRICKYARD ROAD WATER MAIN RELOCATION
SHEET LAYOUT
N.T.S.



GENERAL NOTES:

- ALL RIGHT-OF-WAYS, PROPERTY LINES, ETC., ARE BASED ON SCOTT SURVEY.
- LOCATION OF ALL UTILITIES ARE APPROXIMATE. CONTRACTOR IS TO FIELD DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES FOR SPECIFIC LOCATION OF UTILITIES. CONTRACTOR SHALL VERIFY DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- INSTALLATION OF ALL PIPES SHALL BE IN ACCORDANCE WITH CITY OF COLUMBIA STANDARD SPECIFICATIONS AND SCDOT'S LAND DISTURBANCE PERMIT.
- THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS, IN WRITING, AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO ANY INCONEVENCE OR DISRUPTION OF SERVICES AS A RESULT OF CONSTRUCTION.
- THE CONTRACTOR SHALL FULLY COMPLY WITH THE SCDOT SPECIFICATIONS FOR SEDIMENT AND EROSION CONTROL, AND SCDOT'S LAND DISTURBANCE PERMIT.
- THE CONTRACTOR SHALL FULLY COMPLY WITH THE SCDOT SPECIFICATIONS FOR CONSTRUCTION BY SHIELDING BYPASS LINES, IF NECESSARY, AT NO ADDITIONAL COST. ALL BYPASS LINES SHALL ACCOUNT FOR EQUAL OR BETTER FLOWS, PRESSURE, AND WATER QUALITY.
- TRENCH CUTS 5' OR LESS FROM THE EDGE OF PAVEMENT OR ALONG OR ACROSS ROADWAYS SHALL BE FULLY BACKFILLED, COMPACTED, AND TESTED AS INDICATED ON THE PLANS AND SPECIFICATIONS.
- PIPE IS TO BE DEFLECTED IN THE FIELD TO ACCOMMODATE THE PROPOSED ROUTE (BOTH HORIZONTAL AND VERTICAL) TO MAINTAIN A MINIMUM COVER AND CLEARANCE. ALL INSTALLATION SHALL NOT EXCEED HALF OF THE MAXIMUM RECOMMENDED DEFLECTION PER JOINT OF PIPE AS SPECIFIED BY THE MANUFACTURER.
- ALL LINES DESIGNATED TO BE ABANDONED WILL BE DONE ONLY AFTER NEW WATER MAIN AND MAIN BY CUTTING AND CAPPING AND FILLING WITH FLOWABLE FILL UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ACCOMMODATING ANY PAVEMENT, DRIVEWAYS, SIDEWALKS, OR OTHER SURFACES THAT ARE DAMAGED OR DISRUPTED DURING CONSTRUCTION. ALL OPEN CUT DRIVEWAYS AND/OR CURBS SHALL BE REMOVED AND RECONSTRUCTED TO MATCH EXISTING CONDITIONS. ALL REPAIRS SHALL BE IN ACCORDANCE WITH THE ENGINEER. ALL ROAD REPAIRS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF SCDOT SPECIFICATIONS.
- WHERE THE PROPOSED WATER MAIN CROSSES CONCRETE DRIVES AND CURBS A MINIMUM OF 6" ROAD BY SAW CUTTING THE CONCRETE, WHERE THE TRENCH CUT IS LESS THAN 6" FROM THE DRIVE OR CURB, THE CONTRACTOR SHALL SAW CUT THE CONCRETE DRIVE OR CURB, SAW CUT A STRAIGHT EDGE BEYOND THE CHUCK, REMOVE AND REPLACE FROM THE SAW CUT.

LEGEND

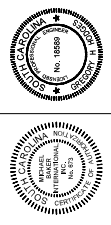
EDGE OF PAVEMENT (EP)
CENTER LINE (CL) / BEST FIT ALIGNMENT
(R/W) / (SOD) / (PLAN)

BUILDING OUTLINE
ADJACENT PROPERTY LINE
RIGHTS-OF-WAY LINE (ROW or R/W)
WOODLINE
MAJOR CONTOUR
MINOR CONTOUR
STORM DRAINAGE PIPE
EASEMENT
EXISTING SANITARY SEWER GRAVITY LINE
NEW WATER MAIN
SINGLE LINE SILT FENCE
DOUBLE LINE SILT FENCE
EXISTING FENCE

EXISTING WATER METER
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING POWER POLE
SEWER MANHOLE
UNDERGROUND UTILITY BOX
PROPOSED CATCH BASIN
SEDIMENT TUBE



Michael Baker
INTERNATIONAL
Michael Baker International, Inc.
700 Huger Street
Columbia, South Carolina 29201



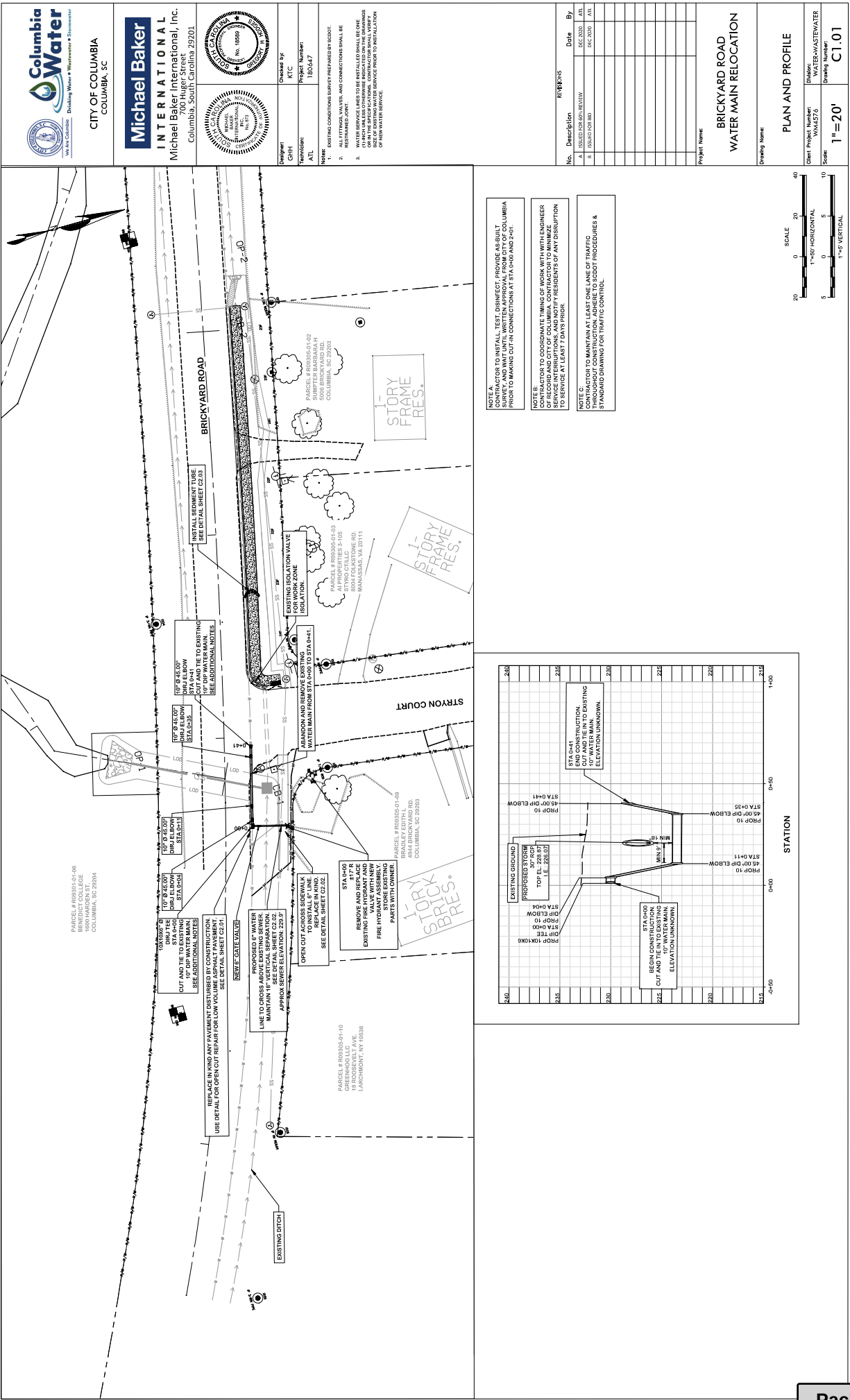
Contractor: CWH
Project Number: 180647
Title: ATL
Name:

No.	Description	Revisions	Date	By
1	ISSUED FOR REVIEW		08/20/20	ATL
2	ISSUED FOR BID		08/20/20	ATL

BRICKYARD ROAD
WATER MAIN RELOCATION

MAP, LEGEND, AND
GENERAL NOTES

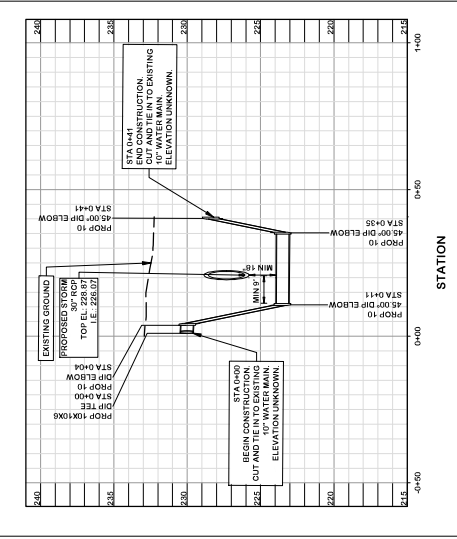
Client: Project Number: WM4576
Division: WATER-SEWER
Scale:
Drawing Name:
AS NOTED
C0.02



NOTE A:
CONTRACTOR TO INSTALL, TEST, DISINFECT, PROVIDE AS-BUILT RECORDS AND MAINTAIN RECORDS OF ALL WORK DONE PRIOR TO MAKING CUT IN CONNECTIONS AT STA 0+00 AND 2+00.

NOTE B:
CONTRACTOR TO COORDINATE TIMING OF WORK WITH ENGINEER AND ADHERE TO ALL TRAFFIC CONTROL MEASURES AND SERVICE INTERRUPTIONS, AND NOTIFY RESIDENTS OF ANY DISRUPTION TO SERVICE AT LEAST 7 DAYS PRIOR.

NOTE C:
CONTRACTOR TO MAINTAIN AT LEAST ONE LANE OF TRAFFIC THROUGHOUT CONSTRUCTION. ADHERE TO SDOT PROCEDURES & STANDARD DRAWING FOR TRAFFIC CONTROL.



CITY OF COLUMBIA
COLUMBIA, SC

Michael Baker
INTERNATIONAL
Michael Baker International, Inc.
700 Huger Street
Columbia, South Carolina 29201

Contractor: CWH
Project: ATL
Project Number: 180647

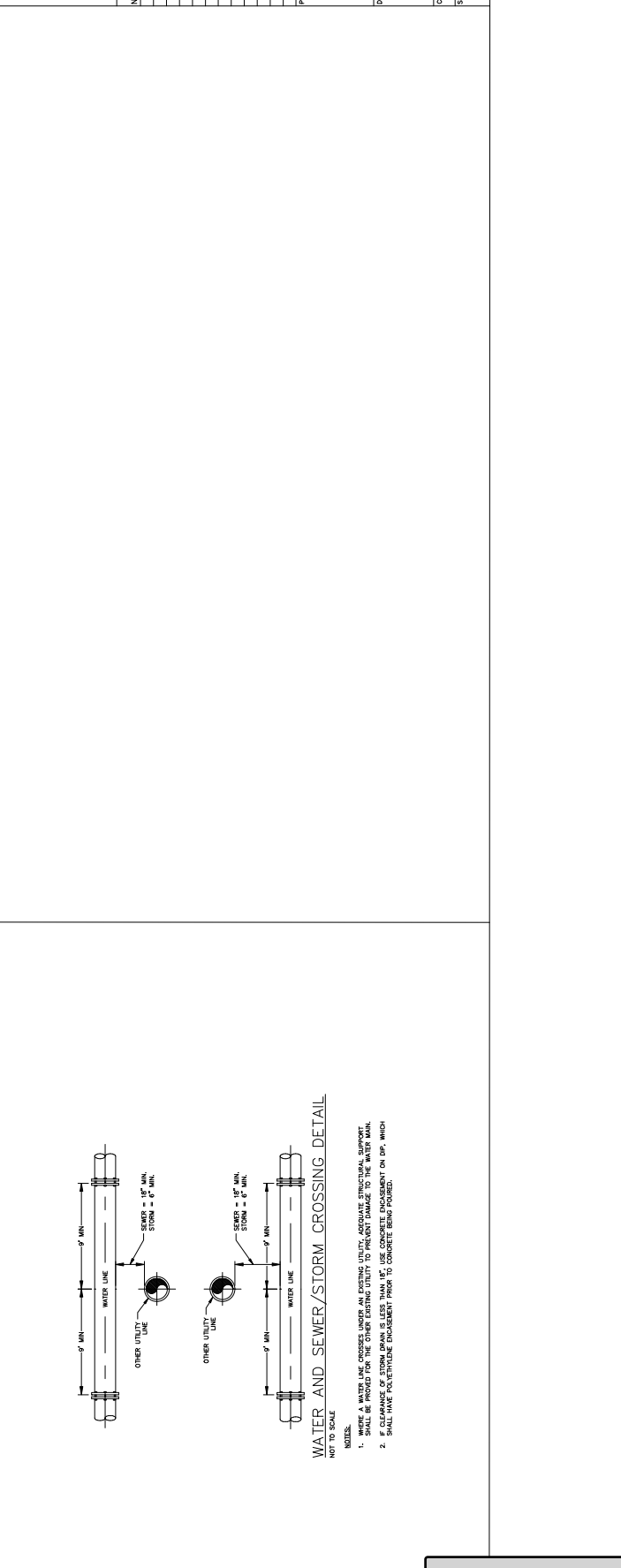
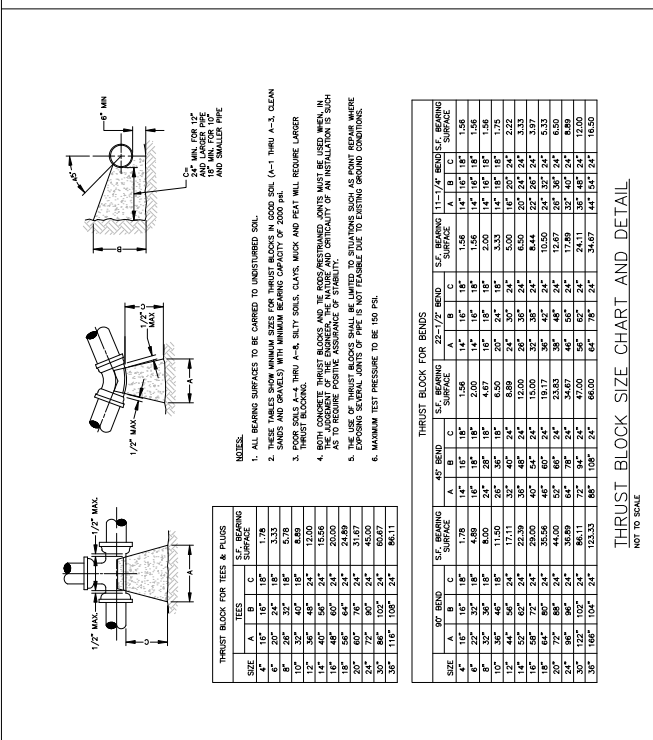
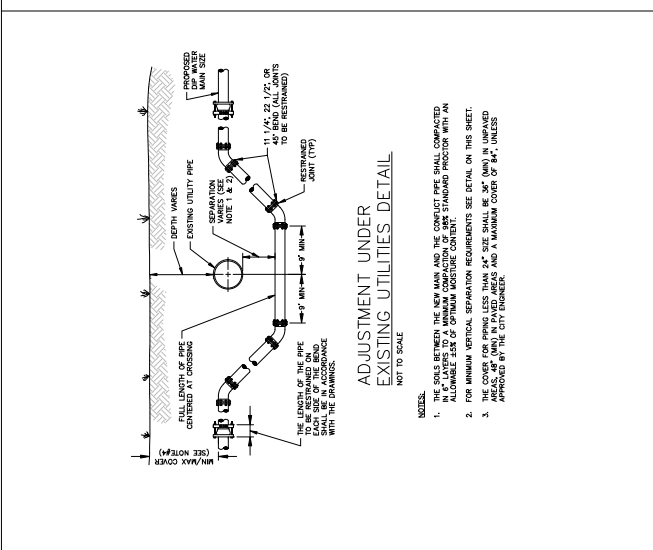
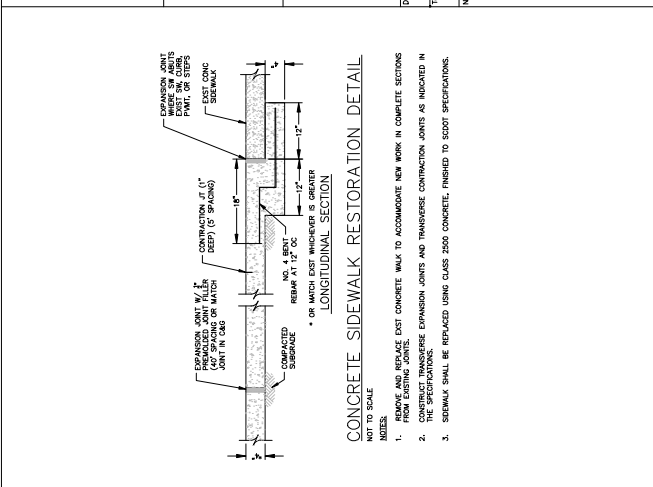
Notes:
1. EXISTING CONDITIONS SURVEY PREPARED BY SDOT.
2. ALL FITTINGS, VALVES, AND CONNECTIONS SHALL BE
3. WATER SERVICE LINES TO BE INSTALLED SHALL BE ONE
4. 10" HDPE LINED WITH 10" DIPS SHALL BE USED FOR THE
5. SIZE OF EXISTING WATER SERVICE PRIOR TO INSTALLATION
6. OF NEW WATER SERVICE.

No.	Description	Revisions	Date	By
1	DESIGN FOR 10" DIP	REV 01	01/20/20	ATL
2	DESIGN FOR 10" DIP	REV 02	01/20/20	ATL
3	DESIGN FOR 10" DIP	REV 03	01/20/20	ATL
4	DESIGN FOR 10" DIP	REV 04	01/20/20	ATL
5	DESIGN FOR 10" DIP	REV 05	01/20/20	ATL
6	DESIGN FOR 10" DIP	REV 06	01/20/20	ATL
7	DESIGN FOR 10" DIP	REV 07	01/20/20	ATL
8	DESIGN FOR 10" DIP	REV 08	01/20/20	ATL
9	DESIGN FOR 10" DIP	REV 09	01/20/20	ATL
10	DESIGN FOR 10" DIP	REV 10	01/20/20	ATL

Project Name:
**BRICKYARD ROAD
WATER MAIN RELOCATION**

Drawing Name:
PLAN AND PROFILE

Client: Project Number: WMA575
Division: WMA575
Scale: 1"=20'
Drawing Number: C1.01



9. Sediment tubes should not be attached on top of one another, unless recommended by manufacturers.

10. Each sediment tube should be installed in a trench with a depth equal to 1/5 the diameter of the sediment tube.

11. Sediment tubes should continue up the side slopes a minimum of 1-foot above the design flow depth of the channel.

12. Install stakes at a diagonal for easy removal.

[illegible][illegible]

CONSTRUCTION SEQUENCE	
1.	RECEIVE INPDES COVERAGE FROM DHEC AND SCDDOT.
2.	PRE-CONSTRUCTION MEETING.
3.	NOTIFY DHEC EDC REGIONAL OFFICE 48 HOURS PRIOR TO BEGINNING UNDISTURBING ACTIVITIES.
4.	INSTALLATION OF CONSTRUCTION ENTRANCE(S) AS APPLICABLE.
5.	CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERMETER CONTROLS.
6.	INSTALLATION OF PERMETER CONTROLS (E.O. SALT FENCE).
7.	CLEARING AND GRUBBING OF SITE.
8.	ROUGH GRADING.
9.	INSTALLATION OF WATER LINES AS APPLICABLE.
10.	FINE GRADING, SEEDING, ETC.
11.	PERMANENT / FINAL STABILIZATION.
12.	REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES NEEDED ONLY FOR WATER LINE INSTALLATION AFTER ENTRY AREA IS FINALLY STABILIZED. (THE DEPARTMENT RECOMMENDS THAT THE CONTRACTOR EMPLOY A SWIFT PULVERIZER OR RECONDITION EQUIPMENT TO REMOVE THE REMOVAL OF TEMPORARY STRUCTURES).
13.	SUBMIT NOTICE OF TERMINATION (N.O.T.) TO SCDDOT.
•	NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND THE CONTROLS ARE REMOVED.

City of Columbia

WM4576 Brickyard Road Water Relocations

Wednesday, August 18, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

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





We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement For In-Contract Utility Relocation SCDOT Project ID P030764; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Christie Road, as requested by Columbia Water. Award to SCDOT in the amount of \$97,429.72.

REQUISITION NO.: R212924

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvement Fund-Utility Conflicts FY 21/22 CIP (WM3355). The original budget amount is \$97,429.72.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 6-inch water lines within the boundaries of their Christie Road Sidewalk Improvement Project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its sidewalk improvements along a segment of Christie Road between Galway Lane and Byron Road within Richland County. The proposed improvements include new sidewalks, storm drainage and curb & gutter adjustments.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate approximately 205 linear feet of water line. SCDOT's project cost is \$62,006.89. Under Act 36, SCDOT will cover 4% or \$2,480.28. The City does not have Prior Rights. The City's cost share is \$97,429.72.

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed, you will find SCDOT's Memorandum of Agreement 38-21 (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work will be funded through the water improvement fund from FY 2021 CIP Project WM3355 - Utility Conflicts Annual. The original budgeted amount for this project is WM4575 - \$97,429.72.

The Director of Engineering recommends approval of this project in the amount of \$97,429.72 to be reimbursed to SCDOT per the Memorandum of Agreement 38-21.

ATTACHMENTS:

- **#a:** APPROVED - MOA Christie Road (PDF)
- **#b:** WM4575 Christie Road Water Relocations - Estimate with MOA - Dec 2020 (PDF)
- **#c:** WM4575 Christie Road Water Relocations - Plans (PDF)
- **#d:** WM4575 Area Map (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
Sidewalk Installation along Christie Rd.
Waterline (WM4575) Relocation
Christie Rd. (S-40-1802) in Richland County
SCDOT Project ID P030764

This Agreement is made this ____ day of _____, 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along Christie Rd. (S-40-1802) in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by **UTILITY**.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by **SCDOT**’s contractor and approved by **UTILITY**, and **SCDOT**’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor from **UTILITY's** list of preferred contractors.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** has programmed \$62,006.89 in the Statewide Transportation Improvement Program for construction of the Project. Four percent of this amount is \$2,480.28, which is the maximum amount **SCDOT** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$99,910.00, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$2,480.28. This consists of:
 - i. **Prior Rights** estimated at \$0
 - ii. **Non-Prior Rights** estimated at \$2,480.28
 - b. **UTILITY's** share is estimated at \$97,429.72
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. Provide contractor's pay requests related to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
5. **SCDOT** will require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure that the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
6. As part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
7. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two year after final acceptance. As part of the Construction Contract, SCDOT will require the contractor to include this in their bid. Final acceptance occurs when the new waterline has been completely installed, inspected, placed into service as shown in **UTILITY's** design documents, and record drawings are received and approved by **UTILITY**.
8. **SCDOT** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
9. If **UTILITY** elects to retrieve the recovered materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **SCDOT** may sell them for scrap or allow the contractor to do so.
10. **SCDOT** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **SCDOT** staff.

Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. If criteria (or construction plans in case of Bid Build Agreement) and specifications provided by **UTILITY** are found to be inaccurate due to **UTILITY's** errors or omissions, **UTILITY** shall be responsible for any resulting damages, that are solely due to **UTILITY's** error, including delay damages or costs solely attributable to **UTILITY's** error.
6. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise

from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.

5. Following final acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on SCDOT right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

[Signature blocks on next page]

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT Project ID P030764

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/18/2021

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

WITNESS

BY: _____

Title: _____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS

BY: _____

Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:



Deputy Secretary for Engineering or Designee

REVIEWED BY:



State Utilities Engineer

Michael Baker

INTERNATIONAL

Michael Baker International Inc.

700 Huger Street

Columbia, SC 29201

Opinion of Probable Construction Costs

Date:	12/29/2020
Stage:	100% Design
Project:	WM4575 - Christie Road Improvements
Location:	Columbia, SC
Preparer:	ATL

Description of Work	Unit	Measure	Unit Cost	Total Cost
General Construction				
1 Mobilization/Demobilization	1	LS	\$4,000.00	\$4,000.00
2 Sediment & Erosion Control	1	LS	\$2,500.00	\$2,500.00
3 Traffic Control	1	LS	\$6,000.00	\$6,000.00
General Construction Subtotal				\$12,500.00
Water Construction				
4 6-inch CL350 DIP - Restrained Joint	205	LF	\$180.00	\$36,900.00
5 6-inch CL350 DIP 90° Bend	1	EA	\$500.00	\$500.00
6 6-inch CL350 DIP 45° Bend	4	EA	\$500.00	\$2,000.00
7 6-inch CL350 DIP 22.5° Bend	1	EA	\$500.00	\$500.00
8 6-inch CL350 DIP 11.25° Bend	1	EA	\$500.00	\$500.00
9 6-inch x 6-inch x 6-inch M.J. Tee	1	EA	\$1,200.00	\$1,200.00
10 6-inch M.J. Gate Valve & Box	1	EA	\$1,000.00	\$1,000.00
11 Fire Hydrant Assemblies	1	EA	\$6,500.00	\$6,500.00
Water Construction Subtotal				\$49,100.00
Miscellaneous Items				
12 Demolish and remove existing SCDOT Type 9 Catch Basin	1	EA	\$1,500.00	\$1,500.00
13 Furnish and install new SCDOT Type 9 Catch Basin, including tying to existing pipes	1	EA	\$4,000.00	\$4,000.00
14 #57 Stone	25	TN	\$40.00	\$1,000.00
Miscellaneous Items Subtotal				\$6,500.00
General Construction Subtotal				\$12,500.00
Water Construction Subtotal				\$49,100.00
Construction Total				\$68,100.00
10% Contingency				\$6,810.00

Total Construction Opinion of Cost **\$74,910.00**

Engineering and Construction Services \$25,000

MOA Costs	(Engineering/Construction Services + Construction)	\$99,910.00
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Note: No prior rights exist on this project.

DEPARTMENT OF ENGINEERING

**WATER MAIN RELOCATION FOR
CHRISTIE ROAD
SIDEWALK IMPROVEMENTS**

CIP PROJECT:

WM4575



DRAWING INDEX :

COVER	C0.01
MAP, GENERAL NOTES, AND LEGEND	C0.02
PLAN	C1.01
CONSTRUCTION DETAILS	C2.01-C2.02
EROSION AND SEDIMENT CONTROL DETAILS	C2.03



**100% SUBMITTAL
ISSUED FOR BID
DECEMBER 2020**

CITY OF COLUMBIA

CHRISTIE ROAD WATER MAIN RELOCATION
SHEET LAYOUT

SHEET LAYOUT

**CHRISTIE ROAD WATER MAIN RELOCATION VICINITY
MAP**

MAP



GENERAL NOTES:

1. ALL RIGHT-OF-WAY PROPERTY LINES, ARE, BASED ON SCOT'S SURVEY.
2. LOCATIONS OF ALL UTILITIES ARE APPROPRIATE TO BE AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES AND LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, FOR SPECIFIC LOCATIONS OF UTILITIES, DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
3. INSTALLATION OF ALL PIPES SHALL BE IN ACCORDANCE WITH SCOT'S AND CITY OF COLUMBIA STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL FULLY COMPLY WITH THE SCOT'S SEDIMENT AND EROSION CONTROL, CHANNELS AND SCOT'S DISTURBANCE PERMIT.
7. EXISTING WATER SERVICES SHALL REMAIN UNOBTAINED DURING CONSTRUCTION BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
8. TRENCH CUTS OR LESS OF THE DEPTH OF PAVEMENT, OR ALONG OR ACROSS ROADWAYS, SHALL BE REPAIRED TO THE ORIGINAL CONDITION, OR BETTER, WITH THE SAME MATERIAL AND FINISH AS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLING NEW WATER SERVICES TO ALL METERS, THAT ARE ADJACENT TO THE NEW WATER MAIN (BOTH SIDES OF THE STREET), AND TO ALL EXISTING WATER SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
10. ALL LINES DESIGNATED TO BE ABANDONED WILL BE DONE ONLY BY NEW WATER MAIN AND SERVICE CONNECTIONS ARE INSTALLED, APPROVED AND IN USE. ABANDONED EXISTING WATER MAINS AND SERVICE CONNECTIONS SHALL BE REMOVED AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.

LEGEND

- | | |
|--|--|
| | EDGE OF PAVEMENT (EP) |
| | CENTER LINE (CL) BEST FIT ALIGNMENT
8' or 360' PLAN |
| | BUILDING OUTLINE |
| | ADJACENT PROPERTY LINE |
| | RIGHTS-OF-WAY LINE (ROW or R/W) |
| | WOODLINE |
| | MAJOR CONTOUR |
| | MINOR CONTOUR |
| | STORM DRAINAGE PIPE |
| | EASEMENT |
| | EXISTING SANITARY SEWER GRAVITY LINE |
| | NEW WATER MAIN |
| | SINGLE LINE SILT FENCE |
| | DOUBLE LINE SILT FENCE |
| | EXISTING FENCE |
| | EXISTING TREE |
| | SURVEY BENCHMARK |
| | SURVEY PIN NAIL |
| | IRON PIN |
| | EXISTING WATER METER |
| | EXISTING WATER VALVE |
| | EXISTING FIRE HYDRANT |
| | EXISTING POWER POLE |
| | SEWER MANHOLE |
| | UNDERGROUND UTILITY BOX |
| | EXISTING CATCH BASIN |
| | EXISTING GRATE INLET |

[illegible]

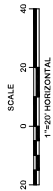
Project Name:	
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CHRISTIE ROAD
WATER MAIN RELOCATION

Drawing Name: **MAP, LEGEND,
AND GENERAL NOTES**

Client Project Number: WM4575	Divisions: WATER SERVICE
Scale: AS NOTED	Drawing Number: C0.02

AS NOTED	AS NOTED
Account	Accounting Number:
	C0.02



South Carolina 811
Call 811 Before you Dig

NOTE A: CONTRACTOR TO INSTALL, TEST, DISINFECT, PROVIDE AS-BUILT SURVEY, AND WAIT UNTIL WRITTEN APPROVAL FROM CITY OF COLUMBIA PRIOR TO MAKING CUT-IN CONNECTIONS AT STA 0+00 AND 2+01.

NOTE B:
CONTRACTOR TO COORDINATE TIMING OF WORK WITH WITH ENGINEER
OF RECORD AND CITY OF COLUMBIA. CONTRACTOR TO MINIMIZE SERVICE
INTERRUPTIONS, AND NOTIFY RESIDENTS OF ANY DISRUPTION TO
SERVICE AT LEAST 7 DAYS PRIOR.

NOTE C:
CONTRACTOR TO MAINTAIN AT LEAST ONE LANE OF TRAFFIC
THROUGHOUT CONSTRUCTION. ADHERE TO SCDOT
PROCEDURES & STANDARD DRAWING FOR TRAFFIC
CONTROL.

[illegible]

Project Name:

CHRISTIE ROAD
WATER MAIN RELOCATION

Drawing Name:

PLAN VIEW

Client Project Number: WM4575	Division: WATER SERVICES
Scale: 1"=20'	Drawing Number: C1.01

CITY OF COLUMBIA
COLUMBIA, SC

Michael Baker
INTERNATIONAL
Michael Baker International, Inc.
700 Huger Street
Columbia, South Carolina 29201



Designer: GHH	Checked by: KTC
Technician: ATL	Project Number: 180647

NOTES:

1. EXISTING CONDITIONS SURVEY PREPARED BY SCODT.
2. ALL FITTINGS, VALVES, AND CONNECTIONS SHALL BE RESTRAINED JOINT.
3. WATER SERVICE LINES TO BE INSTALLED SHALL BE ONE (1) INCH UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS. CONTRACTOR SHALL VERIFY SIZE OF EXISTING WATER SERVICE PRIOR TO INSTALLATION OF NEW WATER SERVICE.

March 2019

APPENDIX B PIPELINES

APP B-5

Appendix B: Pipelines

Figure 4 – Pavement Repairs

PIPE SIZE (IN.)	12" OR LESS	12" TO 24"	24" TO 30"	30" TO 54"
TRENCH WIDTH (IN.)	36"	10. + 24"	10. + 30"	10. + 30"
TRENCH WIDTH (FT. SHOWN)	48"	10. + 30"	10. + 42"	10. + 42"

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

NOTES:

1. BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
2. DEPTH FOR REMOVAL OF UNSTABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE BEDDING MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. BEDDING MATERIAL SHALL BE REMOVED TO A MINIMUM OF 12" BELOW THE PIPE. THE BEDDING MATERIAL SHALL BE REMOVED TO A MINIMUM OF 12" BELOW THE PIPE. THE BEDDING MATERIAL SHALL BE REMOVED TO A MINIMUM OF 12" BELOW THE PIPE.
3. THE PIPE BEDDING SHALL BE CONSOLIDATED NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. 80% MINIMUM RELATIVE COMPACTION SHALL BE MAINTAINED THROUGHOUT THE ENTIRE BEDDING DEPTH.
4. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5.
5. EXCLUDE CLAY MATERIALS AND LOOSE ROCKS LARGER THAN 2".
6. UNDISTURBED SOIL OR BEDDING MATERIAL.
7. FINAL BACKFILL MATERIAL.
8. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5.
9. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5.
10. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5. BEDDING MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M8 GROUP CLASSIFICATION A-1.3.5.

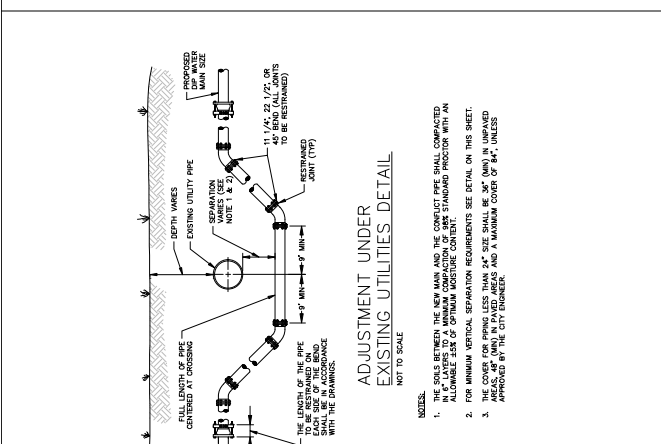
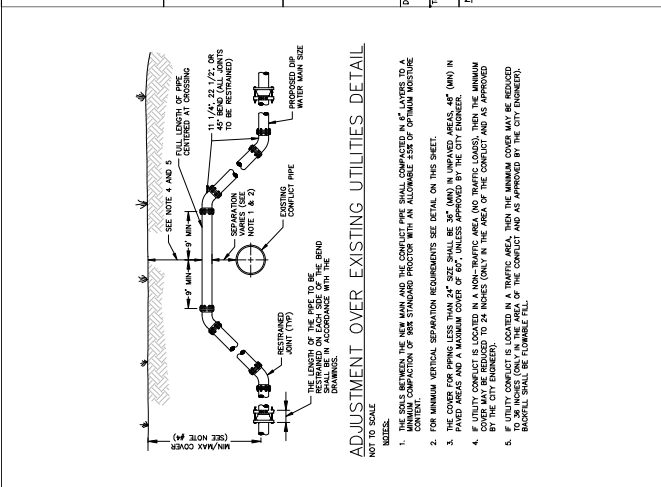
PIPE SIZE (IN.)	12" OR LESS	12" TO 24"	24" TO 30"	30" TO 54"
TRENCH WIDTH (IN.)	36"	10. + 24"	10. + 30"	10. + 30"
TRENCH WIDTH (FT. SHOWN)	48"	10. + 30"	10. + 42"	10. + 42"

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

NOTES:

1. FOR UNPAVED LOCATIONS, A CONCRETE VALVE BOX PROTECTOR SHALL BE REQUIRED.
2. FOR VALVE LOCATED IN THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
3. FOR VALVE LOCATED IN THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
4. GATE VALVES SHALL OPEN LEFT.
5. PROVIDE A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH INSTALLS BELOW THE OPERATING NUT. SHIELD SHALL BE BY AFC, BOKUP OR APPROVED EQUAL.



1/2" MAX. COVER (SEE 336)

THRUST BLOCK FOR TEES & PLUGS				
TEES		S.F. BEARING SURFACE		
SIZE	A	B	C	
1/2"	15"	15"	15"	1.56
3/4"	20"	20"	20"	2.00
1"	24"	24"	24"	2.56
1 1/4"	30"	30"	30"	3.14
1 1/2"	36"	36"	36"	3.82
2"	48"	48"	48"	5.02
2 1/2"	60"	60"	60"	6.25
3"	72"	72"	72"	7.50
3 1/2"	84"	84"	84"	8.80
4"	96"	96"	96"	10.17
4 1/2"	108"	108"	108"	11.60
5"	120"	120"	120"	13.09
5 1/2"	132"	132"	132"	14.63
6"	144"	144"	144"	16.22
6 1/2"	156"	156"	156"	17.86
7"	168"	168"	168"	19.55
7 1/2"	180"	180"	180"	21.29
8"	192"	192"	192"	23.08
8 1/2"	204"	204"	204"	24.92
9"	216"	216"	216"	26.81
9 1/2"	228"	228"	228"	28.75
10"	240"	240"	240"	30.74
10 1/2"	252"	252"	252"	32.78
11"	264"	264"	264"	34.87
11 1/2"	276"	276"	276"	36.99
12"	288"	288"	288"	39.16
12 1/2"	300"	300"	300"	41.38
13"	312"	312"	312"	43.64
13 1/2"	324"	324"	324"	45.95
14"	336"	336"	336"	48.31
14 1/2"	348"	348"	348"	50.72
15"	360"	360"	360"	53.18
15 1/2"	372"	372"	372"	55.69
16"	384"	384"	384"	58.25
16 1/2"	396"	396"	396"	60.86
17"	408"	408"	408"	63.52
17 1/2"	420"	420"	420"	66.23
18"	432"	432"	432"	69.00
18 1/2"	444"	444"	444"	71.82
19"	456"	456"	456"	74.69
19 1/2"	468"	468"	468"	77.61
20"	480"	480"	480"	80.68
20 1/2"	492"	492"	492"	83.80
21"	504"	504"	504"	86.97
21 1/2"	516"	516"	516"	90.19
22"	528"	528"	528"	93.46
22 1/2"	540"	540"	540"	96.78
23"	552"	552"	552"	100.15
23 1/2"	564"	564"	564"	103.57
24"	576"	576"	576"	107.04
24 1/2"	588"	588"	588"	110.56
25"	600"	600"	600"	114.13
25 1/2"	612"	612"	612"	117.75
26"	624"	624"	624"	121.42
26 1/2"	636"	636"	636"	125.14
27"	648"	648"	648"	128.91
27 1/2"	660"	660"	660"	132.73
28"	672"	672"	672"	136.60
28 1/2"	684"	684"	684"	140.52
29"	696"	696"	696"	144.49
29 1/2"	708"	708"	708"	148.51
30"	720"	720"	720"	152.58
30 1/2"	732"	732"	732"	156.70
31"	744"	744"	744"	160.87
31 1/2"	756"	756"	756"	165.09
32"	768"	768"	768"	169.36
32 1/2"	780"	780"	780"	173.68
33"	792"	792"	792"	178.05
33 1/2"	804"	804"	804"	182.47
34"	816"	816"	816"	186.94
34 1/2"	828"	828"	828"	191.46
35"	840"	840"	840"	196.03
35 1/2"	852"	852"	852"	200.65
36"	864"	864"	864"	205.32
36 1/2"	876"	876"	876"	210.04
37"	888"	888"	888"	214.81
37 1/2"	900"	900"	900"	219.63
38"	912"	912"	912"	224.50
38 1/2"	924"	924"	924"	229.42
39"	936"	936"	936"	234.39
39 1/2"	948"	948"	948"	239.41
40"	960"	960"	960"	244.48
40 1/2"	972"	972"	972"	249.60
41"	984"	984"	984"	254.77
41 1/2"	996"	996"	996"	259.99
42"	1008"	1008"	1008"	265.26
42 1/2"	1020"	1020"	1020"	270.58
43"	1032"	1032"	1032"	275.95
43 1/2"	1044"	1044"	1044"	281.37
44"	1056"	1056"	1056"	286.84
44 1/2"	1068"	1068"	1068"	292.36
45"	1080"	1080"	1080"	297.93
45 1/2"	1092"	1092"	1092"	303.55
46"	1104"	1104"	1104"	309.22
46 1/2"	1116"	1116"	1116"	314.94
47"	1128"	1128"	1128"	320.71
47 1/2"	1140"	1140"	1140"	326.53
48"	1152"	1152"	1152"	332.40
48 1/2"	1164"	1164"	1164"	338.32
49"	1176"	1176"	1176"	344.29
49 1/2"	1188"	1188"	1188"	350.31
50"	1200"	1200"	1200"	356.38
50 1/2"	1212"	1212"	1212"	362.50
51"	1224"	1224"	1224"	368.67
51 1/2"	1236"	1236"	1236"	374.89
52"	1248"	1248"	1248"	381.16
52 1/2"	1260"	1260"	1260"	387.48
53"	1272"	1272"	1272"	393.85
53 1/2"	1284"	1284"	1284"	400.27
54"	1296"	1296"	1296"	406.74
54 1/2"	1308"	1308"	1308"	413.26
55"	1320"	1320"	1320"	419.83
55 1/2"	1332"	1332"	1332"	426.45
56"	1344"	1344"	1344"	433.12
56 1/2"	1356"	1356"	1356"	439.84
57"	1368"	1368"	1368"	446.61
57 1/2"	1380"	1380"	1380"	453.43
58"	1392"	1392"	1392"	460.30
58 1/2"	1404"	1404"	1404"	467.22
59"	1416"	1416"	1416"	474.19
59 1/2"	1428"	1428"	1428"	481.21
60"	1440"	1440"	1440"	488.28
60 1/2"	1452"	1452"	1452"	495.40
61"	1464"	1464"	1464"	502.57
61 1/2"	1476"	1476"	1476"	509.79
62"	1488"	1488"	1488"	517.06
62 1/2"	1500"	1500"	1500"	524.38
63"	1512"	1512"	1512"	531.75
63 1/2"	1524"	1524"	1524"	539.17
64"	1536"	1536"	1536"	546.64
64 1/2"	1548"	1548"	1548"	554.16
65"	1560"	1560"	1560"	561.73
65 1/2"	1572"	1572"	1572"	569.35
66"	1584"	1584"	1584"	577.02
66 1/2"	1596"	1596"	1596"	584.74
67"	1608"	1608"	1608"	592.51
67 1/2"	1620"	1620"	1620"	600.33
68"	1632"	1632"	1632"	608.20
68 1/2"	1644"	1644"	1644"	616.12
69"	1656"	1656"	1656"	624.10
69 1/2"	1668"	1668"	1668"	632.13
70"	1680"	1680"	1680"	640.22
70 1/2"	1692"	1692"	1692"	648.36
71"	1704"	1704"	1704"	656.56
71 1/2"	1716"	1716"	1716"	664.81
72"	1728"	1728"	1728"	673.12
72 1/2"	1740"	1740"	1740"	681.49
73"	1752"	1752"	1752"	689.92
73 1/2"	1764"	1764"	1764"	698.41
74"	1776"	1776"	1776"	706.96
74 1/2"	1788"	1788"	1788"	715.57
75"	1800"	1800"	1800"	724.24
75 1/2"	1812"	1812"	1812"	732.97
76"	1824"	1824"	1824"	741.76
76 1/2"	1836"	1836"	1836"	750.61
77"	1848"	1848"	1848"	759.52
77 1/2"	1860"	1860"	1860"	768.49
78"	1872"	1872"	1872"	777.52
78 1/2"	1884"	1884"	1884"	786.61
79"	1896"	1896"	1896"	795.76
79 1/2"	1908"	1908"	1908"	804.97
80"	1920"	1920"	1920"	814.24
80 1/2"	1932"	1932"	1932"	823.57
81"	1944"	1944"	1944"	832.96
81 1/2"	1956"	1956"	1956"	842.41
82"	1968"	1968"	1968"	851.92
82 1/2"	1980"	1980"	1980"	861.49
83"	1992"	1992"	1992"	871.12
83 1/2"	2004"	2004"	2004"	880.81
84"	2016"	2016"	2016"	890.56
84 1/2"	2028"	2028"	2028"	899.37
85"	2040"	2040"	2040"	908.24
85 1/2"	2052"	2052"	2052"	917.17
86"	2064"	2064"	2064"	926.16
86 1/2"	2076"	2076"	2076"	935.21
87"	2088"	2088"	2088"	944.32
87 1/2"	2100"	2100"	2100"	953.49
88"	2112"	2112"	2112"	962.72
88 1/2"	2124"	2124"	2124"	971.99
89"	2136"	2136"	2136"	981.32
89 1/2"	2148"	2148"	2148"	990.71
90"	2160"	2160"	2160"	1000.16
90 1/2"	2172"	2172"	2172"	1009.67
91"	2184"	2184"	2184"	1019.24
91 1/2"	2196"	2196"	2196"	1028.87
92"	2208"	2208"	2208"	1038.56
92 1/2"	2220"	2220"	2220"	1048.31
93"	2232"	2232"	2232"	1058.12
93 1/2"	2244"	2244"	2244"	1067.99
94"	2256"	2256"	2256"	1077.92
94 1/2"	2268"	2268"	2268"	1087.91
95"	2280"	2280"	2280"	1097.96
95 1/2"	2292"	2292"	2292"	1108.07
96"	2304"	2304"	2304"	1118.24
96 1/2"	2316"	2316"	2316"	1128.47
97"	2328"	2328"	2328"	1138.76
97 1/2"	2340"	2340"	2340"	1149.11
98"	2352"	2352"	2352"	1159.52
98 1/2"	2364"	2364"	2364"	1169.99
99"	2376"	2376"	2376"	1180.52
99 1/2"	2388"	2388"	2388"	1191.11
100"	2400"	2400"	2400"	1201.76

NOTES:

- ALL BEARING SURFACES TO BE CARRIED TO UNCHANGED SOIL.
- THESE TABLES SHOW MINIMUM SIZES FOR THRUST BLOCKS IN GOOD SOIL. (A-1 THRU A-3, CLEAN SAND, GRAVEL, OR CRUSHED ROCK.)
- POOR SOILS A-4 THRU A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKING.
- BOTH CONCRETE THRUST BLOCKS AND THE ROSS AND BRAND JOINTS MUST BE USED WITHIN 10' OF EACH OTHER TO PREVENT THE CONCEPT OF AN INFLUENTIAL JOINT.
- USE OF JOINTS IN THE THRUST BLOCKS MUST BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- MAXIMUM TEST PRESSURE TO BE 150 PSI.

THRUST BLOCK FOR BENDS

THRUST BLOCK FOR BENDS				
10\"/>				

THRUST BLOCK SIZE CHART AND DETAIL
NOT TO SCALE

SCOTEC STANDARD NOTES:

1. IF NECESSARY, SLOPES WHICH EXCEED 8:1 VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE EROSION CONTROL MEASURES. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY THE NATURE OF THE SITE OR THE NATURE OF THE CONSTRUCTION ACTIVITIES, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-STABILIZING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED OR MAINTAINED, NECESSARY REPAIRS OR REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PERIODIC SILT FENCE AND OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION, ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE REQUIRED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING DUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY THE NATURE OF THE SITE OR THE NATURE OF THE CONSTRUCTION ACTIVITIES, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-STABILIZING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD(S) FROM PAVED AREAS, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOTS. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AND FOR INDIVIDUAL LOTS. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AND FOR INDIVIDUAL LOTS. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AND FOR INDIVIDUAL LOTS.
8. TEMPORARY DIRECTION BERMS AND/OR DITCHES WILL BE PROMOTED AS NEEDED DURING CONSTRUCTION TO PROTECT EXISTING UTILITIES FROM UPSTREAM KNOCKOUT AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TREATMENT OUTLETS.
9. ALL WATERS OF THE STATE (WATERS INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCES TO BE INSTALLED IN ALL AREAS WHERE A SCOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WDS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WDS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS. FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (SH-1Y OR GREATER) WHERE LAND-USE DURING CONSTRUCTION HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, IF FEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING. WHEEL WASH WATER AND OTHER WASH WATERS, WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DRAINAGE OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE, AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE SWPPP, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MODIFICATION AND/OR ADDITION OF BMPs BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS NOT PRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

Temporary Seeding - Upstate

Species	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bluegrass (Alamo)	40											
Bluegrass (Kentucky)	10											
Bluegrass (Midwest)	56											
Bluegrass (Northeast)	10											
Bluegrass (Southwest)	50											
Bluegrass (Texas)	8											

For Steep Slopes Out Slopes

Species	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bluegrass (Alamo)	4											
Bluegrass (Kentucky)	2											

Permanent Seeding - Upstate

Species	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bluegrass (Alamo)	40											
Bluegrass (Kentucky)	30											
Bluegrass (Midwest)	8-12											
Bluegrass (Northeast)	4-6											
Bluegrass (Southwest)	40											
Bluegrass (Texas)	20											
Bluegrass (Kentucky)	40											
Bluegrass (Midwest)	2											
Bluegrass (Northeast)	4											
Bluegrass (Southwest)	2											
Bluegrass (Texas)	8-10											

For Steep Slopes Out Slopes

Species	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bluegrass (Alamo)	4											
Bluegrass (Kentucky)	2											
Bluegrass (Midwest)	8-10											

SILT FENCE - GENERAL NOTES

1. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

2. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

3. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

4. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

5. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

6. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

7. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

8. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

9. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

10. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

SILT FENCE - POST REQUIREMENTS

1. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

2. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

3. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

4. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

5. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

6. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

7. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

8. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

9. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

10. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

SILT FENCE - FABRIC REQUIREMENTS

1. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

2. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

3. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

4. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

5. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

6. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

7. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

8. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

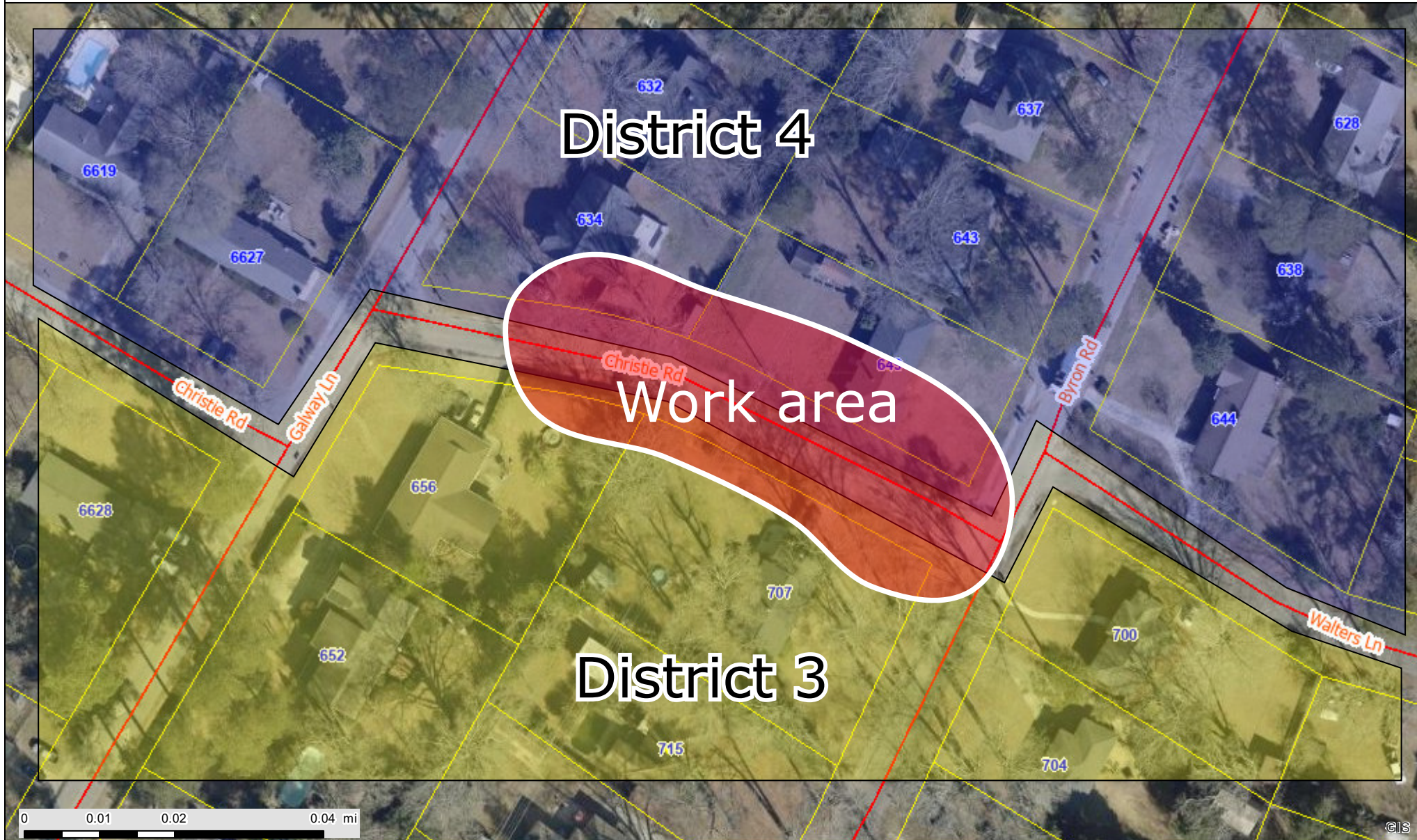
9. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

10. SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24-INCHES ABOVE THE GRADE.

City of Columbia

WM4575 Christie Road

Wednesday, August 18, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

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We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project ID# P030763; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Piney Woods Road, as requested by Columbia Water. Award to SCDOT in the amount of \$187,511.58

REQUISITION NO.: R212926

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM335521 & WM335522). The original budget amount is \$187,511.58.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 6-inch, and 10-inch water lines within the boundaries of their Piney Woods Road Sidewalk Improvement Project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its sidewalk improvements along a segment of Piney Woods Road from Woodcross Drive and approximately 1200ft to the south towards Piney Grove Road within Richland County. The proposed improvements include new sidewalks, storm drainage and curb & gutter adjustments.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate approximately 750 linear feet of water line. SCDOT's project cost is \$259,835.51. Under Act 36, SCDOT will cover 4% or \$10,393.42. The City does not have Prior Rights. The City's cost share is \$187,511.58.

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed, you will find SCDOT's Memorandum of Agreement 40-21 (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work will be funded through the water improvement fund from FY 2021 CIP Project WM3355 - Utility Conflicts Annual. The original budgeted amount for this project is WM4574 - \$187,511.58.

The Director of Engineering recommends approval of this project in the amount of \$187,511.58 to be reimbursed to SCDOT per the Memorandum of Agreement 40-21.

ATTACHMENTS:

- **#a:** APPROVED - MOA Piney Woods Road Partially Signed (PDF)
- **#b:** WM4574 Piney Woods Water Estimate Feb 2021 (PDF)
- **#c:** Dept. of Engineering Map - Piney Woods Road (PDF)
- **#d:** Area Map (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
Sidewalk Installation on Piney Woods Rd.
Waterline (WM4574) Relocation
Piney Woods Rd. (S-40-674) in Richland County
SCDOT Project ID P030763

This Agreement is made this ____ day of _____, 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along Piney Woods Rd. (S-40-674) in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by **UTILITY**.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by **SCDOT**’s contractor and approved by **UTILITY**, and **SCDOT**’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor from **UTILITY's** list of preferred contractors.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** has programmed \$259,835.51 in the Statewide Transportation Improvement Program for construction of the Project. Four percent of this amount is \$10,393.42, which is the maximum amount **SCDOT** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$197,905.00, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$10,393.42 This consists of:
 - i. **Prior Rights** estimated at \$0
 - ii. **Non-Prior Rights** estimated at \$10,393.42
 - b. **UTILITY's** share is estimated at \$187,511.58
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. Provide contractor's pay requests related to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
5. **SCDOT** will require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure that the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
6. As part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
7. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two year after final acceptance. As part of the Construction Contract, SCDOT will require the contractor to include this in their bid. Final acceptance occurs when the new waterline has been completely installed, inspected, placed into service as shown in **UTILITY's** design documents, and record drawings are received and approved by **UTILITY**.
8. **SCDOT** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
9. If **UTILITY** elects to retrieve the recovered materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **SCDOT** may sell them for scrap or allow the contractor to do so.
10. **SCDOT** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **SCDOT** staff.

Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. If criteria (or construction plans in case of Bid Build Agreement) and specifications provided by **UTILITY** are found to be inaccurate due to **UTILITY's** errors or omissions, **UTILITY** shall be responsible for any resulting damages, that are solely due to **UTILITY's** error, including delay damages or costs solely attributable to **UTILITY's** error.
6. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise

from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.

5. Following final acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on SCDOT right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

[Signature blocks on next page]

MOA 40-21

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT Project ID P030763

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

WITNESS

BY: _____

Title: _____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS

BY: _____

Deputy Secretary for Finance and Administration
or Designee

APPROVED AS TO FORM



8/27/2021

Legal Department City of Columbia, SC

RECOMMENDED BY:



Deputy Secretary for Engineering or Designee

REVIEWED BY:



State Utilities Engineer

Michael Baker INTERNATIONAL

Michael Baker International Inc.
700 Huger Street
Columbia, SC 29201

Michael Baker

INTERNATIONAL

Michael Baker International Inc.

700 Huger Street

Columbia, SC 29201

Opinion of Probable Construction Cost

Date:

2/17/2021

Stage:

100% Design

Project:

WM4574 - Piney Woods Road Water Main Relocation

Location:

Columbia, SC

Preparer:

ATL

Description of Work		Unit	Measure		Unit Cost	Total Cost
General Construction						
1	Mobilization/Demobilization	1	LS		\$5,000.00	\$5,000.00
2	Sediment & Erosion Control	1	LS		\$4,500.00	\$4,500.00
3	Traffic Control	1	LS		\$7,000.00	\$7,000.00
General Construction Subtotal						\$16,500.00
Water Construction						
4	10-inch CL350 DIP - Restrained Joint	730	LF		\$125.00	\$91,250.00
5	6-inch CL350 DIP - Restrained Joint	10	LF		\$115.00	\$1,150.00
6	10-inch CL350 DIP 45° Bend	14	EA		\$350.00	\$4,900.00
7	10-inch CL350 DIP 22.5° Bend	2	EA		\$350.00	\$700.00
8	10-inch x 10-inch x 6-inch M.J. Tee	1	EA		\$1,500.00	\$1,500.00
9	6 -inch M.J. Gate Valve & Box	1	EA		\$1,000.00	\$1,000.00
10	Polyethylene Encasement	115	LF		\$5.00	\$575.00
11	Hydrant Assemblies	1	EA		\$6,500.00	\$6,500.00
12	Meter Reset And Service Connection (<4")	1	EA		\$2,000.00	\$2,000.00
Water Construction Subtotal						\$109,575.00
Restoration Items						
13	Flowable Fill (Pipe Abandonment, Pumped)	16	CY		\$225.00	\$3,600.00
14	Pavement Replacement	1	SY		\$500.00	\$500.00
15	Flowable Fill - Backfill	15	CY		\$225.00	\$3,375.00
16	#57 Stone	250	TN		\$40.00	\$10,000.00
Restoration Items Subtotal						\$17,475.00
General Construction Subtotal						\$16,500.00
Water Construction Subtotal						\$109,575.00
Construction Total						\$143,550.00
10% Contingency						\$14,355.00
Total Construction Opinion of Cost						\$157,905.00
Engineering and Construction Services						\$40,000.00
MOA Costs	(Engineering/Construction Services + Construction)					\$197,905.00

Note: No prior rights exist on this project.

DEPARTMENT OF ENGINEERING

**WATER MAIN RELOCATION FOR
PINEY WOODS ROAD
SIDEWALK IMPROVEMENTS**

CIP PROJECT:

WM4574



DRAWING INDEX :

COVER	C0.01
MAP, GENERAL NOTES, AND LEGEND	C0.02
PLAN AND PROFILE	C1.01
CONSTRUCTION DETAILS	C2.01-C2.02
EROSION AND SEDIMENT CONTROL DETAILS	C2.03



**100% SUBMITTAL
ISSUED FOR BID
FEBRUARY 2021**

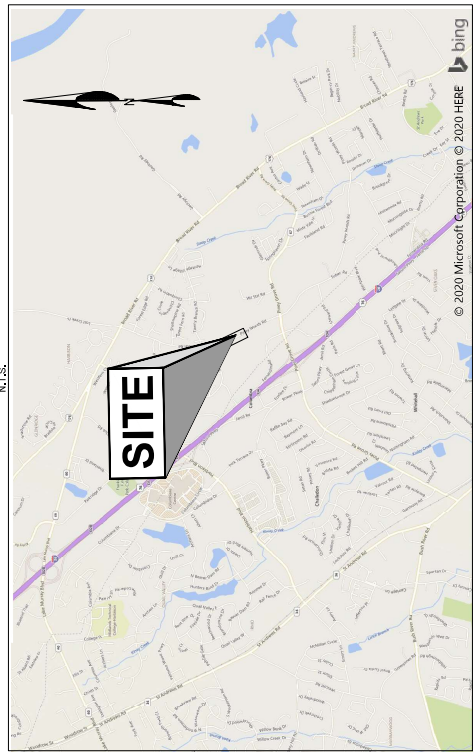
CITY OF COLUMBIA

PINEY WOODS ROAD WATER MAIN RELOCATION

SHEET LAYOUT



PINEY WOODS ROAD WATER MAIN RELOCATION



GENERAL NOTES:

- [illegible]

LEGEND

- | | |
|--|---|
| | EDGE OF PAVEMENT (EP) |
| | CENTER LINE (CL) - BEST FIT ALIGNMENT
for SDO or PLANS |
| | BUILDING OUTLINE |
| | ADJACENT PROPERTY LINE |
| | RIGHTS-OF-WAY LINE (ROW or R/W) |
| | MODULINE |
| | JURISDICTIONAL TRIBUTARY |
| | FACE OF CURB |
| | STORM DRAINAGE PIPE |
| | STREAM CENTER LINE |
| | EXISTING SANITARY SEWER GRAVITY LINE |
| | NEW WATER MAIN |
| | SINGLE LINE SILT FENCE |
| | DOUBLE LINE SILT FENCE |
| | EXISTING FENCE |
| | EXISTING TREE |
| | SURVEY BENCHMARK |
| | IRON PIN |
| | GUY WIRE |
| | WITNESS POST |
| | EXISTING WATER METER |
| | EXISTING WATER VALVE |
| | EXISTING FIRE HYDRANT |
| | EXISTING POWER POLE |
| | SEWER MANHOLE |
| | UNDERGROUND UTILITY BOX |
| | CATCH BASIN |
| | PRIVATE INLET |

CITY OF COLUMBIA
COLUMBIA, SC

Michael Baker International, Inc.
Michael Baker International, Inc.
700 Huger Street
Columbia, South Carolina 29201

Contractor: KTC
Project Number: 180647
Title: ATL

NOTES:

- EXISTING CONDITIONS SURVEY PREPARED BY SCOTT. ALL TYPED, JAWL, AND CONNECTIONS SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA STANDARDS.
- WATER SERVICE LINES TO BE INSTALLED SHALL BE ONE (1) INCH UNLESS OTHERWISE INDICATED ON THE DRAWING. SIZE OF EXISTING WATER SERVICE PRIOR TO INSTALLATION OF NEW SERVICE SHALL BE DETERMINED BY THE CITY OF COLUMBIA STANDARDS.
- INSTALLATION OF POLYETHYLENE ENCASEMENT SHALL BE IN ACCORDANCE WITH ANSI/AWWA C900-02.1.

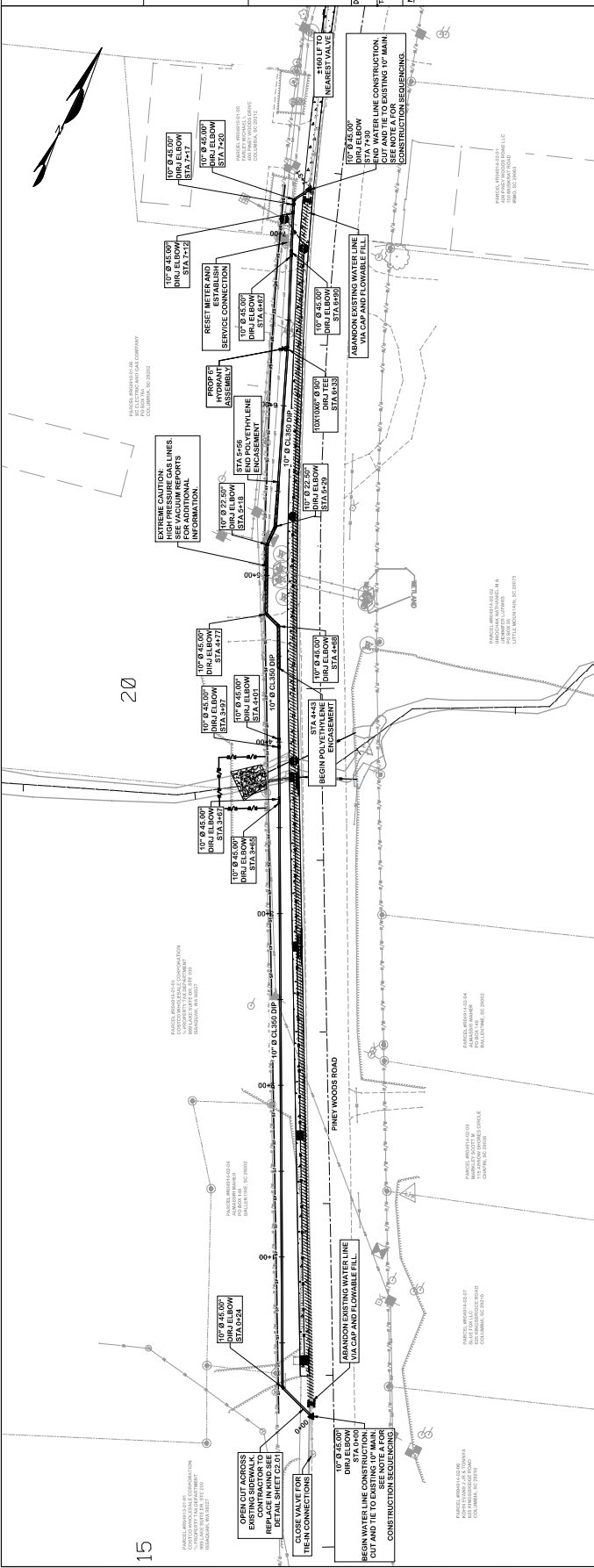
REVISIONS

No.	Description	Date	By
A	ISSUED FOR CONSTRUCTION	08/20/2020	ATL
B	ISSUED FOR 90% REVIEW	08/20/2020	ATL
C	ISSUED FOR 100% REVIEW	02/20/2021	ATL

Project Name:
PINEY WOODS ROAD
WATER MAIN RELOCATION

Client: Project Number: WM4574
Division: WATER SERVICES

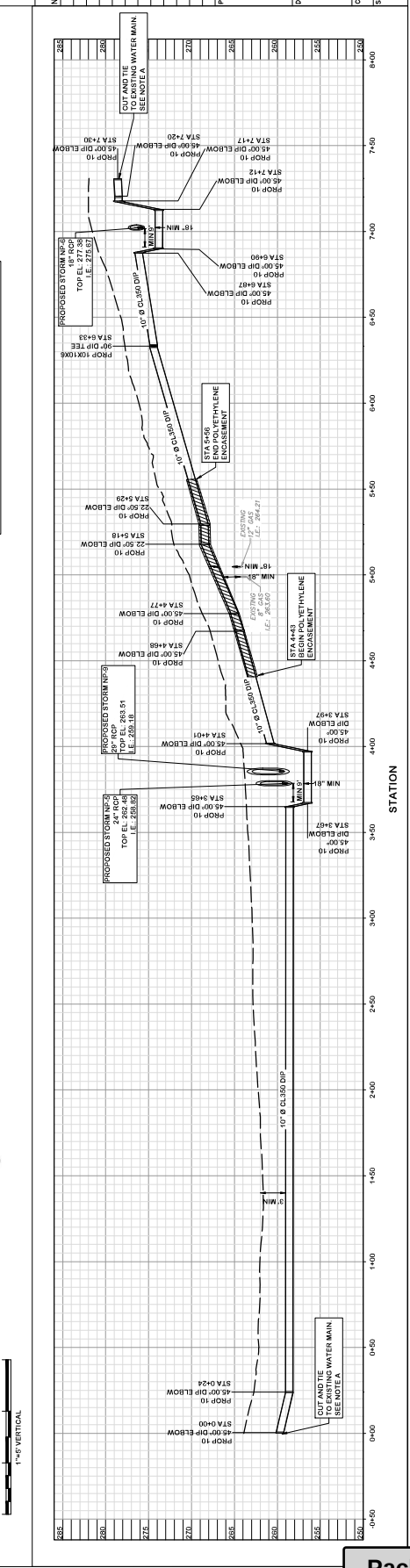
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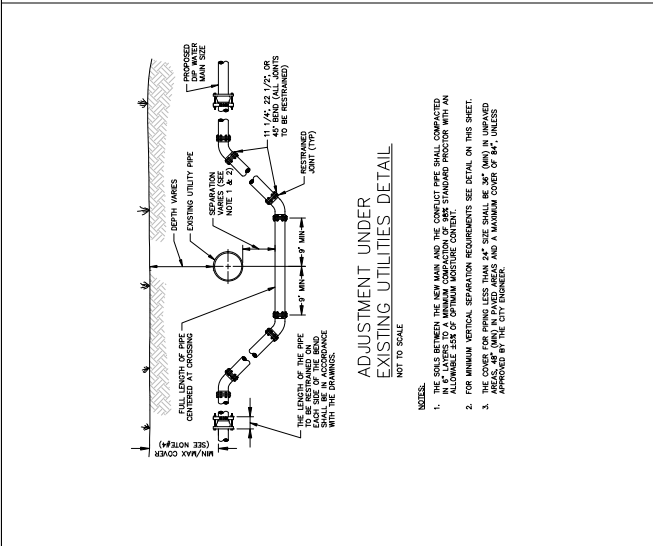
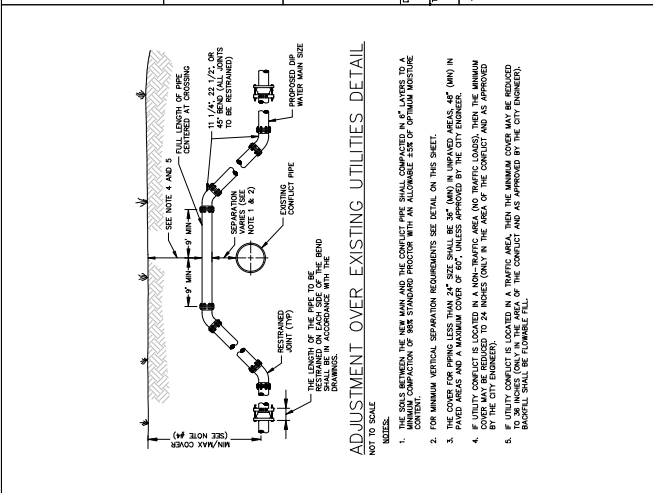


NOTE 1: CONTRACTOR TO INSTALL, TEST, DISINFECT, PROVIDE AS-BUILT SURVEY, AND MAINTAIN WRITTEN APPROVAL FROM CITY OF COLUMBIA PRIOR TO MAKING CUT-AND-TIE CONNECTIONS AT STA 4+00 AND 7+34.

NOTE 2: CONTRACTOR TO COORDINATE TIMING OF WORK WITH ENGINEER OF RECORD AND CITY OF COLUMBIA. CONTRACTOR TO MINIMIZE SERVICE DISRUPTIONS AND MAINTAIN TRAFFIC CONTROL AT ALL TIMES.

NOTE 3: CONTRACTOR TO MAINTAIN AT LEAST ONE LANE OF TRAFFIC THROUGHOUT CONSTRUCTION. ADHERE TO SCOTT'S TRAFFIC CONTROL AND STANDARD DRAWING FOR TRAFFIC CONTROL.





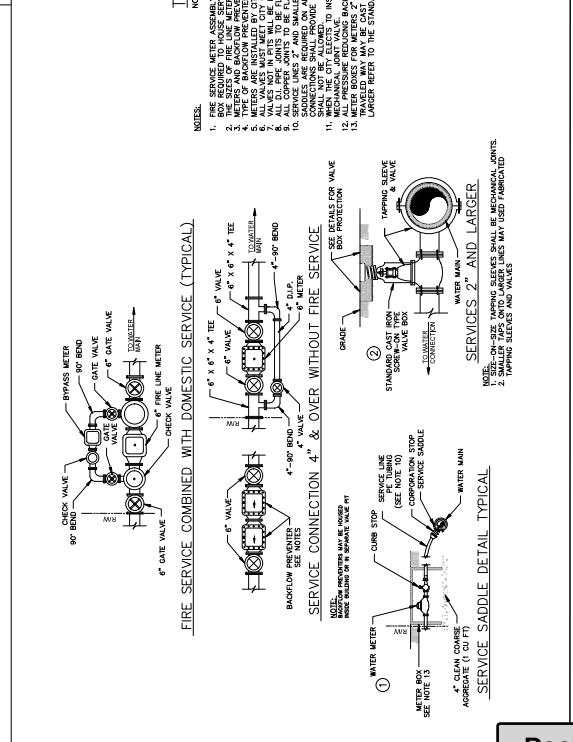
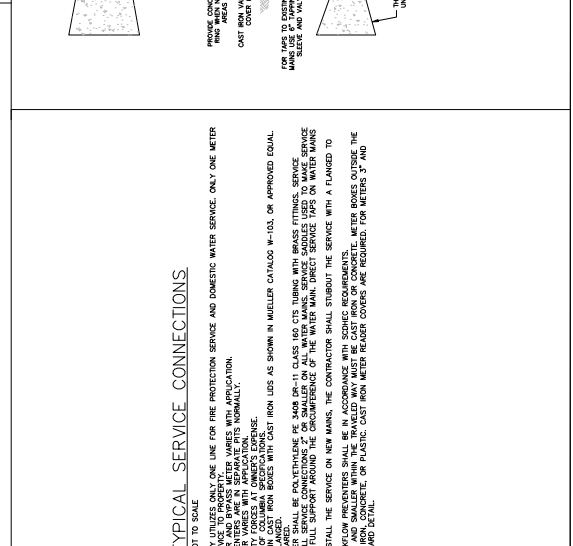
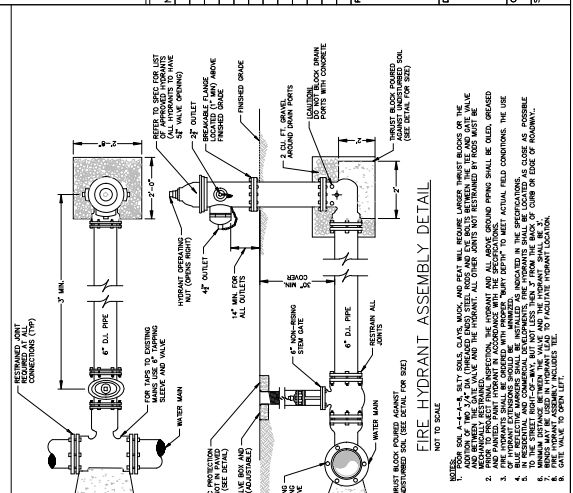
THRUST BLOCK FOR TEES & PLUGS

SIZE	TEES	PLUGS
4"	1.78	1.56
6"	2.22	1.98
8"	2.78	2.52
10"	3.32	3.08
12"	3.88	3.64
14"	4.44	4.20
16"	5.00	4.76
18"	5.56	5.32
20"	6.12	5.88
22"	6.68	6.44
24"	7.24	7.00
26"	7.80	7.56
28"	8.36	8.12
30"	8.92	8.68
32"	9.48	9.24
34"	10.04	9.80
36"	10.60	10.36
38"	11.16	10.92
40"	11.72	11.48
42"	12.28	12.04
44"	12.84	12.60
46"	13.40	13.16
48"	13.96	13.72
50"	14.52	14.28
52"	15.08	14.84
54"	15.64	15.40
56"	16.20	15.96
58"	16.76	16.52
60"	17.32	17.08
62"	17.88	17.64
64"	18.44	18.20
66"	19.00	18.76
68"	19.56	19.32
70"	20.12	19.88
72"	20.68	20.44
74"	21.24	21.00
76"	21.80	21.56
78"	22.36	22.12
80"	22.92	22.68
82"	23.48	23.24
84"	24.04	23.80
86"	24.60	24.36
88"	25.16	24.92
90"	25.72	25.48
92"	26.28	26.04
94"	26.84	26.60
96"	27.40	27.16
98"	27.96	27.72
100"	28.52	28.28

THRUST BLOCK SIZE CHART AND DETAIL
NOT TO SCALE

NOTES:

- ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.
- THESE TABLES SHOW MINIMUM SIZES FOR THRUST BLOCKS IN GOOD SOIL (A-1 thru A-3, CLEAN SANDS AND GRAVELS) WITH MINIMUM BEARING CAPACITY OF 2000 psf.
- THRUST BLOCKS SHALL BE 12" MIN. THICK AND 12" MIN. WIDE.
- IF THE SOIL IS WEAKER THAN THAT SHOWN IN THE TABLES, THE THRUST BLOCK SHALL BE ENLARGED TO PROVIDE THE REQUIRED BEARING CAPACITY.
- IF THE THRUST BLOCK IS TO BE USED IN A SITUATION WHERE THE SOIL IS WEAKER THAN THAT SHOWN IN THE TABLES, THE THRUST BLOCK SHALL BE ENLARGED TO PROVIDE THE REQUIRED BEARING CAPACITY.
- MAXIMUM TEST PRESSURE TO BE 150 PSI.



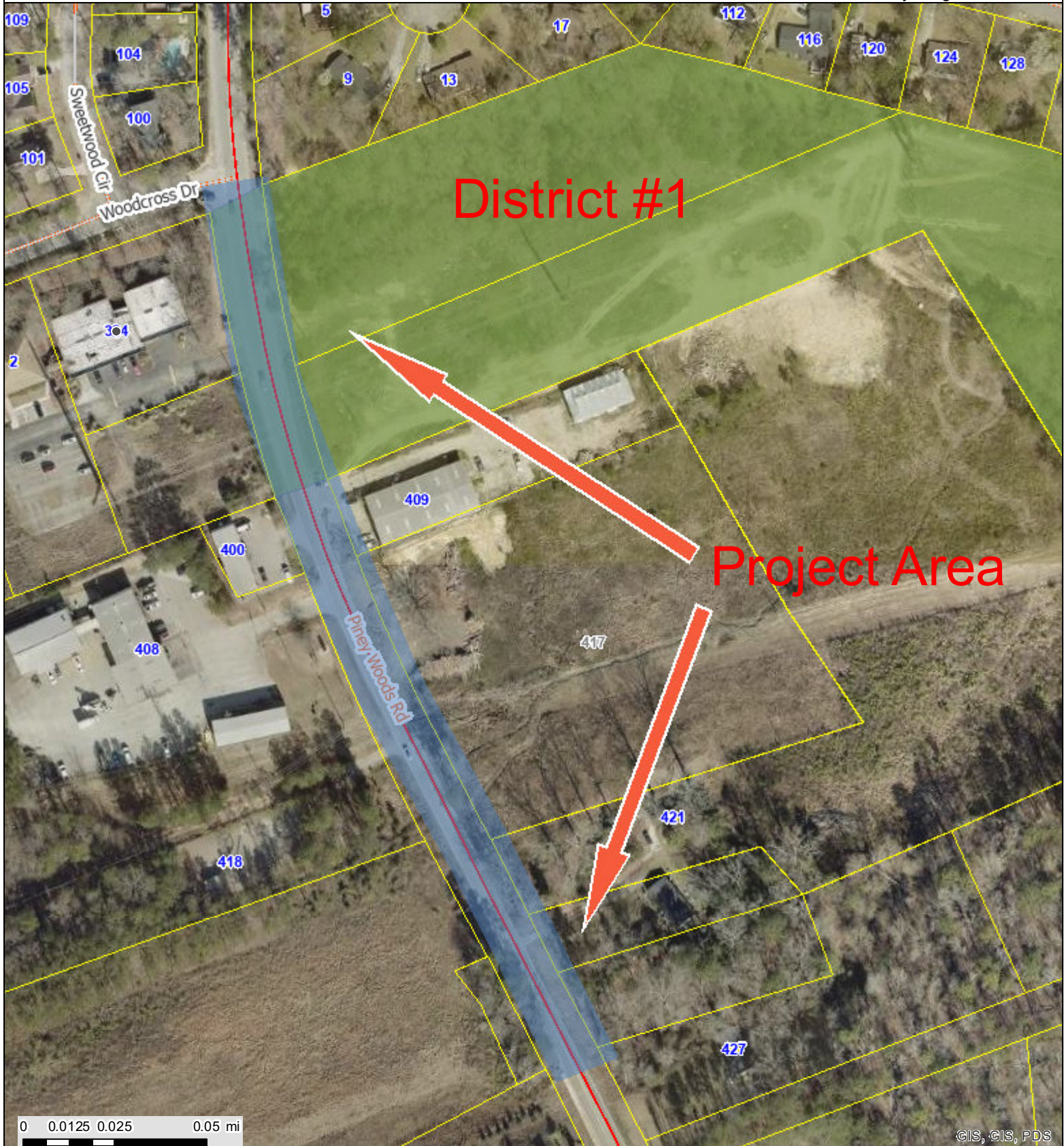
City of Columbia

Piney Woods Rd Sidewalk

17.d



Wednesday, August 18, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 208



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve an addendum to the Memorandum of Agreement for Lake Katherine to partner with the Homeowners Association for consulting and purchase of a new gate control on the outlet structure of the lake, as requested by Columbia Water. Award to the Lake Katherine Homeowners Association in the amount of \$110,000.00.

REQUISITION NO.: R212921

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Wastewater Improvement Fund - FY 21/22 CIP (SS726101). The original budget amount is \$110,000.00

CLEAN WATER 2020?: No

The City will partner financially with the LKHOA (Lake Katherine Homeowners Association) in an amount not to exceed \$100,000 for the purchase and installation of new gate control assemblies installed on the existing outlet structure of the lake. The LKHOA would be the responsible party for the implementation of the new assemblies.

The City will partner financially with the LKHOA in an amount not to exceed \$10,000 for the consulting services for obtaining a dredging permit for sediment accumulated in the lake. The LKHOA would be the responsible party for obtaining the permitting.

The City will have their consultant review documentation related to potential sedimentation caused by the Project and will have their contractor remove the fill material installed within the lake to a volume equal to or greater than the installed amount.

In the event of an emergency requiring access to the City's sewer infrastructure located within the lake, the LKHOA agrees to lower the lake level to a mutually agreed upon level to facilitate access to the infrastructure for emergency repairs.

ATTACHMENTS:

- **#a:** SS7261 MOA APPROVED - Lake Katharine Addendum (PDF)
- **#b:** SS7261 Lake Katherine HOA agreement (PDF)

STATE OF SOUTH CAROLINA

) **ADDENDUM TO THE**
) **PROJECT AGREEMENT BETWEEN THE CITY**
) **OF COLUMBIA AND THE HOME OWNERS**
) **ASSOCIATION OF LAKE KATHARINE, INC.**

COUNTY OF RICHLAND

THIS ADDENDUM is made and entered into this ____ day of _____ 2020, by and between The Home Owners Association of Lake Katharine, Inc. (hereinafter "LKHOA") and the City of Columbia (hereinafter "City").

RECITALS

WHEREAS, the parties entered into a "Project Agreement" dated June 21, 2016 (hereinafter the "Agreement") relating to the replacement of sewer line located along the shoreline of Lake Katharine (hereinafter the "Project"); and

WHEREAS, the parties wish to further address and clarify the circumstances upon which the City will assist with additional efforts to control Lake Katharine (hereinafter the "Lake") lake levels and sediment accumulated since the beginning of the Project;

NOW, THEREFORE, in consideration of the mutual covenants described herein, including the above recitals, and in accordance with the terms of the Agreement, the parties agree to this Addendum as follows:

1. The parties understand and agree the City will partner financially with the LKHOA in an amount not to exceed \$100,000 for the purchase and installation of new gate control assemblies installed on the existing outlet structure of the Lake. The LKHOA would be the responsible party for the implementation of the new assemblies.
2. The parties understand and agree the City will partner financially with the LKHOA in an amount not to exceed \$10,000 for the consulting services for obtaining a dredging permit for sediment accumulated in the Lake. The LKHOA would be the responsible party for obtaining the permitting.
3. The parties understand and agree the City will have their consultant review documentation related to potential sedimentation caused by the Project and will have their contractor remove the fill material installed within the Lake to a volume equal to or greater than the installed amount.

4. In the event of an emergency requiring access to the City's sewer infrastructure located within the lake, the LKHOA agrees to lower the Lake level to a mutually agreed upon level to facilitate access to the infrastructure for emergency repairs.
3. In all other respects, the Agreement shall remain in full force and effect.
4. This Amendment and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

City of Columbia

WITNESSES:

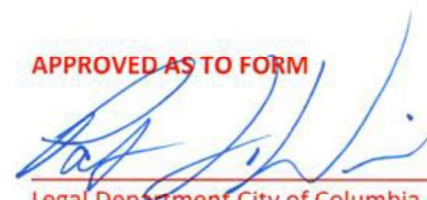
By: _____
Its: _____

Lake Katharine Homeowners Association

WITNESSES:

President

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/10/20

PROJECT AGREEMENT

This Agreement is entered into this 21st day of June, 2016, by and between the City of Columbia, South Carolina (the "City"), a municipal corporation and political subdivision of the State of South Carolina, and The Home Owners Association of Lake Katharine, Inc. (the "LKHOA"), a South Carolina corporation.

WITNESSETH THAT:

WHEREAS, Lake Katharine (the "Lake") is a privately-owned lake within the city limits of the City, the owners of which are responsible for the maintenance and improvement of the Lake; and

WHEREAS, Lake Katharine is a key component in the City's watershed management plan and affects downstream interests that impact tens of thousands of City residents; and

WHEREAS, recognizing the importance of the Lake to the public health and safety of the residents of the City, the City several years ago committed to provide \$338,000 toward a dredging project in the Lake (the "Project"); and

WHEREAS the importance of Lake Katharine to the management of the watershed was made more poignant by the October 2015 overtopping of the Lake Katharine dam during the historic flood; and

WHEREAS, the City and the LKHOA have agreed, for the benefit of the public-at-large and the City's watershed management plan, to collaborate on a dredging project in the Lake and stormwater best management practices (the "Project"); and

WHEREAS, the City will also be replacing a sewer main located along the shoreline of the Lake either concurrently or most likely following the LKHOA dredging project; and

WHEREAS, due to the complicated ownership structure of the Lake and surrounding properties and the financial and logistical issues associated with a large dredging project, the City and LKHOA need to collaborate the financing and obtaining easements for the Project and other City projects in the area; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the City and the LKHOA agree as follows:

1. The LKHOA shall seek funding sources, other than the City, for the Project, including but not limited to Richland County (the "County"). The City has previously provided letters of support to the LKHOA in its efforts to secure additional funding for the Project, the budget for which is attached as Attachment A.
2. In addition to its previous commitment to provide \$338,000 in funding for the Project, if the LKHOA fails to secure adequate additional funding from other sources, the City will provide funds for the Remaining Balance of the cost estimate in

Attachment A, currently estimated at \$260,000, but in no event shall the City's financial contribution for the Remaining Balance of the Project exceed \$390,000. An increase from the \$260,000 to \$390,000 is only allowed if the amount of material dredged from the Lake exceeds 25,000 cubic yards and will then be based on the increased cubic yardage up to the total additional contribution of \$390,000, which contribution is based on an amount of 30,000 cubic yards of material.

3. The LKHOA shall be responsible for the following:
 - a. Obtaining any and all easements, rights of entry, permissions, permits, licenses and/or any official authority to commence and conduct the Dredging Project,
 - b. Contracting for the implementation of the Dredging Project in accordance with City procurement processes for full and open competition,
 - c. Supporting and assisting the City in obtaining any easements from property owners that are necessary for the City's sewer main construction project (CIP Project #SS7261) as identified in Attachment B,
 - d. Supporting and assisting the City in obtaining a Wetlands Jurisdiction letter and any other permissions, permits or required approvals for the City's sewer main construction project,
 - e. Lowering the Lake level to a mutually-agreed level suitable ~~for the~~ for the City's sewer line construction project at the time it is ready to proceed,
 - f. Upon request of the City, during threats of inclement weather predicting a 10-year storm level or greater, reducing the Lake level to allow for excess stormwater storage in the Lake, and
 - g. Once complete, maintenance of the beautification conducted by the City in the area around the S.C. Department of Transportation bridge on Shady Lane.

4. The City shall be responsible for the following:
 - a. With the LKHOA's assistance, obtaining any and all easements, rights of entry, permissions, permits, licenses and/or any official authority to commence and conduct the City's sewer main construction project and the beautification project around the S.C. Department of Transportation bridge on Shady Lane,
 - b. Designing, constructing and bearing the cost for the City's sewer main construction project along the Lake, to be constructed at an agreed upon time that minimizes the negative impact on the recreational use of the Lake while allowing for ample construction time to complete a project of this magnitude.
 - c. Designing, constructing and bearing the cost for the beautification project around the S.C. Department of Transportation bridge on Shady Lane.
 - d. Communicating with LKHOA in advance of inclement weather predictions to discuss the need for any changes to the water level in advance of a storm event.

5. The LKHOA hereby agrees to defend, indemnify, and hold the City harmless from and against any and all liability, loss, claims, suits, fines, penalties, actions, costs,

reasonable attorney fees, expenses, damages to property, persons or otherwise, judgments of any nature whatsoever, on account of death of or injury to any person whomsoever, and for damage to or loss of or destruction of any property whatsoever, caused by, resulting from or arising out of, directly or indirectly, the LKHOA's Dredging Project and maintenance of the beautification project constructed by the City around the S.C. Department of Transportation bridge on Shady Lane.

6. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.
7. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
8. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.
10. This Agreement represents the entire and integrated agreement between the LKHOA and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

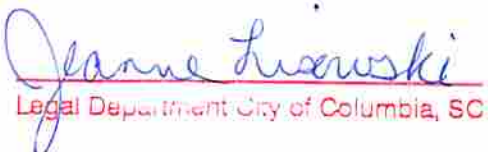
The Home Owners Association of Lake Katharine,
Inc.

By: 
Printed Name: Timothy W. Kana
Title: President

City of Columbia, South Carolina

By: 
Printed Name: Teresa Wilson
Title: City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

ATTACHMENT A

Project Budget

Lake Katherine Dredging Cost

Project Cost:	\$650,000	(Based on 25,000 CY of sediment)
City's Existing Commitment	\$338,000	(SD8409)
County Participation	\$ 52,000	(On County Council 5/3 agenda)
Remaining Balance	\$260,000	(High estimate adds add'l \$130,000)

Note, the exact amount of material may fluctuate once work begins and the HOA has stated that the cost could increase based on actual CY of material. The high estimate is \$780,000 for a difference of \$130,000, which is based on 30,000 CY of sediment.



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Fiscal Year 2021/2022 Purchase of Grundfos Yeomans, PACO, Chicago and Morris Pumps, Parts, Maintenance and Repair Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood Inc., as a Sole Source in an amount not to exceed \$90,000.00. This vendor is located in Sanford, NC.

REQUISITION NO.: R211103

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment - Capital (5516208-658300). The original budget amount is \$90,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.
All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
Sole source procurements.

ATTACHMENTS:

- **#a:** Charles Underwood_Sole Source Agreement (PDF)

SOLE SOURCE AGREEMENT GOODS AND 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 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 services described in Exhibit B, attached hereto. The description of goods and 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 services under this AGREEMENT. The Seller shall be responsible for any costs relating to 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, 2022. An option to renew or continue purchasing goods and 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 Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, 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; Contractor'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 compensation paid by the City to Seller under this AGREEMENT shall not exceed Ninety Thousand, dollars and no/100, (\$90,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items

and show payment calculations. 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.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor 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 Contractor 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 Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. 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 services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services 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 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.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: _____

Witness

By: _____

Title: City Manager

Date: _____

By: Madison Dai

Witness

WITNESS

Charles R. Underwood, Inc.

SIGN HERE

By: Russell Underwood

Title: President

Date: _____

APPROVED AS TO FORM

Madison Dai
Legal Department City of Columbia, SC
9/2/2021

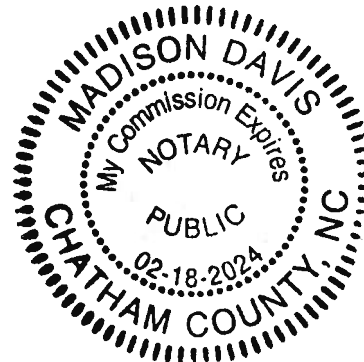


Exhibit A

Requisition # R211103JUSTIFICATION 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)
Grundfos- Yeomans, PACO, Chicago, and Morris Pumps, replacement/spare parts, products,
(2)
repair/field services, inspections, service calls, and maintenance.

as a sole source procurement from Underwood Inc, Charles R.
(3)
based upon the following justifications Charles Underwood is the only company that still
(4)
sells parts and products, and conducts inspections on the older model pumps that we still
use at the Lift Stations. Without these services and parts our pumps would fail, and if the
pumps are down it could lead to a SSO.

This sole source is valid through June 30, 2022 Amount \$ 90,000.00

Utilities	<u>[Signature]</u>	<u>07/01/2021</u>
Department	Signature of Department Head	Date
	<u>[Signature]</u>	<u>7/21/2021</u>
	Signature of Purchasing Agent	Date
	<u>[Signature]</u>	<u>8/10/21</u>
	Signature of Finance Director	Date
	<u>[Signature]</u>	<u>8/10/2021</u>
	Signature of Asst. City Manager	Date
	<u>[Signature]</u>	
	Signature of City Manager	Date

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

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.

Grundfos Service & Solutions
902 Koomey Road
Brookshire, TX 77423
www.grundfos.com

To Whom It May Concern:

Subject: Approved Grundfos Distributor (Service) – Charles R. Underwood, Inc. – Sanford, NC.

This letter will confirm that Charles R. Underwood, Inc., located in Sanford, NC, is a Grundfos distributor and is authorized to perform service & repair on Grundfos branded products (including Yeomans, PACO, Chicago and Morris, but excluding Sewer Chewer) within the states of North Carolina and South Carolina for customers within the Water Utility/Municipal market.

Sincerely,

Brian Kibiger
Director of Service & Aftermarket Sales
BKibiger@Grundfos.com
(816) 266-8270



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Fiscal Year 2021/2022 Purchase of VAG Valves, Morris Pumps, Control Panels, VFD's, Rotork Electrical Valve Actuators, Control Systems Seepex Pumps, Parts, Repairs and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Heyward-Charlotte Inc., as a Sole Source in an amount not to exceed \$100,000.00. This vendor is located in Charlotte, NC.

REQUISITION NO.: R211100

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment - Capital (5516208-658300). The original budget amount is \$100,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.
All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
Sole source procurements.

ATTACHMENTS:

- **#a:** Heyward-Charlotte Inc. Sole Source Agreement (PDF)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Heyward, Inc. (hereinafter referred to as the "Seller"), for Seller to provide certain goods and 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 services described in Exhibit B, attached hereto. The description of goods and 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 services under this AGREEMENT. The Seller shall be responsible for any costs relating to 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, 2022. An option to renew or continue purchasing goods and 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 Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, 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; Contractor'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 compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Thousand, dollars and no/100, (\$100,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. 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.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor 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 Contractor 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 Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. 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 services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services 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 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.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: _____

Witness

By: _____

Title: City Manager

Date: _____

Heyward, Inc.

SIGN HERE

By: Jeannie Sanders

Witness

WITNESS

By: [Signature]Title: PresidentDate: September 6, 2021

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

9/2/2021

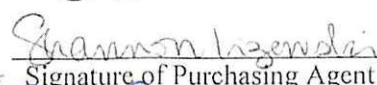
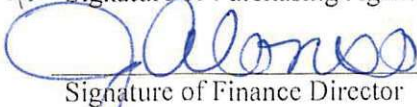
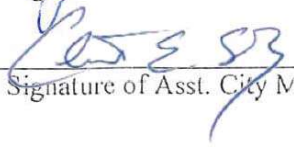
Exhibit A

Requisition # B211100JUSTIFICATION 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)
VAG USA Engineered & Distribution Valves, Butterfly/Plug Valves, Morris Pumps, Control Panels, VFDs, Rotork Electrical Valve
(2)
Actuators, Control Systems, Seepex Pumps, replacement/spare parts, products, repair/field services, inspections, and maintenance
as a sole source procurement from Heyward, Inc.
(3)
based upon the following justifications (see attached memo)
(4)

This sole source is valid through June 30, 2022 Amount \$ 100,000.00

Utilities		<u>07/01/2021</u>
Department	Signature of Department Head	Date
		<u>7/21/2021</u>
	Signature of Purchasing Agent	Date
Form must be route in the order of the signatures		<u>8/9/21</u>
	Signature of Finance Director	Date
		<u>8/10/2021</u>
	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.



Department of Utility Operations

Metro Wastewater Treatment Plant

1200 Simmon Tree Lane | Columbia, SC 29201 | (803) 545-0183

TO: Department of Procurement & Contracts

FROM: Nancy J.L Morris
Administrative Specialist, Metro WWTP

DATE: July 1st, 2021

RE: Sole Source Justification for Heyward, Inc.

Heyward is the sole exclusive factory authorized sales representative in North and South Carolina for these items listed in the Sole Source Justification form attached.

- VAG USA Engineered & Distribution Valves/Butterfly/Plug Valves- Heyward is the only company authorized to sell the valves we are asking to purchase. We tried to reach out to different vendors (Fortiline/Consolidated Pipe) in regards to these parts and they informed us we had to go through Heyward. If the valves go out, the impact will cause cracks and breaks in the pumps and other things resulting in the spending of more money to replace additional materials. The pieces of equipment are one of a kind and only provided by Heyward in North Carolina and South Carolina.
- Morris Pumps- We have been using this pump at Metro Wastewater Treatment Plant since the 1990s. If the pump goes out before it can be replaced/serviced/repared than it will shut down Train II DAF, and this section handles the solids coming into the plant. This is a crucial part of the solids handling process- removing the solids from the water in order to proceed in treating the wastewater.
- Control Panels and VFDs- Heyward is the original designer, supplier, and programmer of the Control Panels and VFDs at various Lift Stations throughout the city. If someone outside of Heyward works on these items, we will void our warranty with the company. These control panels are used to control the VFDs which control the pumps. If they are inoperative it would result in an SSO.
- Rotork Electric Valve Actuators, and Control Systems- Heyward is the exclusive agent for Rotork in NC and SC. These items are used for opening the gates for the entire plant.
- Seepex Pumps- Heyward is the exclusive sales rep for Seepex Pumps in NC and SC. These are a feed pump, that sends the sludge to the centrifuge to help the dewatering process. These are designed specifically for use at Metro WWTP.

ColumbiaSCWater.Net



Heyward

July 8, 2021

TO: City of Columbia, SC
Attention: Michael Zeise

Reference: **PUMP STATION CONTROL PANEL & VFDS SERVICE CONTRACT**
Heyward Services Proposal # CAT20210708

Dear Mr. Zeise:

This is to advise that we, Heyward Services, are the Original Designer, Supplier and Programmer of the Control Panels and VFDs located at the Broad River Pump Station, the Mill Creek Pump Station, and the North Columbia Pump Station. As such, we are solely qualified to perform the services as stated in Heyward Services Proposal #CAT202010708.

If you need any additional information, please do not hesitate to call me at 704-583-2305 or e-mail at CTaylerson@Heyward.net.

Yours truly,

HEYWARD SERVICES, INC.



Chris Taylerson

Be>THINK>Innovate**GRUNDFOS** 

To: Whom it may concern at City of Columbia SC

From: Gary Reid – District Sales Manager, SE Region
Water Utility – Grundfos North America

Subject: **Morris Sole Source Representative – Columbia SC**

Let it be known by all parties that Heyward Incorporated is the sole source provider for Morris pump parts and Morris pumps for the Municipal Market, in Columbia SC. All inquiries for parts and service related issues for the Morris products should be directed to Heyward Incorporated.

Regards,

Gary Reid
District Sales Manager SE
Grundfos Water Utility
205-704-1466
gsreid@grundfos.com

GRUNDFOS CHICAGO
3905 Enterprise Court
Aurora, IL 60598-0620
Phone (630) 236-5500
Fax (630) 236-5511

Rotork Controls Inc
675 Mile Crossing Blvd.
Rochester, NY 14624

telephone (585) 328-1550
telefax (585) 328-5848
<http://www.rotork.com>
e-mail info@rotork.com

The logo for Rotork, featuring the word "rotork" in a bold, lowercase, sans-serif font. The letter "o" is stylized with a horizontal line through its center.

7/1/2021

Reference: Manufacturer Representative & Distribution Agreement

Dear Customer:

Rotork Controls, Inc. is a manufacturer of electric valve actuators and control systems. A major portion of our sales is accomplished through the use of manufacturers' representatives and distributors. These manufacturing representatives and distributors have exclusive territories.

For the states of North and South Carolina, our exclusive agent is Heyward Incorporated, 2101-A Cambridge Beltway Drive, Charlotte, NC 28273, (704) 583-2305, (704) 583-2900, fax.

Heyward Incorporated is empowered to represent Rotork Controls in this geographical territory, as well as having exclusive distribution and stocking capabilities for Rotork products.

Should there be any questions regarding our relationship with Heyward Incorporated, please feel free to contact me.

Sincerely,

Bob Toth
Regional Manager
Rotork Controls, Inc.

SEEPEx.
ALL THINGS FLOW

Subject: SEEPEx. Inc. municipal sales and representation in the States of North and South Carolina

To Whom It May Concern,

In March 2006, SEEPEx. Inc. and Heyward entered into an agreement contracting Heyward as the exclusive municipal sales representative for SEEPEx. Inc. products and services in the States of North and South Carolina. Since that agreement was signed, Heyward has been a distinguished sales and service partner with SEEPEx, Inc.

If you have any questions or concerns please feel free to contact me.

Regards,

Chris Karasch

Chris Karasch
Regional Mgr – Eastern US
seepex, Inc.
P: 704.780.1930
E: ckarasch@seepex.com

SEEPEx Inc.
511 Speedway Drive
Enon, Ohio 45323
USA

Phone (937) 864-7150
Fax (937) 864-7157
www.seepex.com
sales@seepex.net

VAG USA, LLC. • www.gainindustries.com



Thursday, July 8, 2021

To Whom It May Concern:

This letter is to confirm that Heyward, Inc. is the sole exclusive factory authorized sales representative in North and South Carolina for GA Industries Engineered & Distributor Valves, parts and also Butterfly and Plug Valves.

Heyward, Inc.
2101-A Cambridge Beltway Drive, Suite A
Charlotte, NC 28273
Phone: (704) 583-2305
Fax: (704) 583-2900

Regards,

Jill Wahl

Jill Wahl
Project Manager

VAG USA, LLC.
234 Clay Ave. Ext. • Mars • PA 16046
Phone (724) 776-1020
www.gainindustries.com



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Fiscal Year 2021/2022 Purchase of Flygt Pumps Products, Parts, Repair Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Xylem Water Solutions USA Inc., as a Sole Source in an amount not to exceed \$200,000.00. This vendor is located in Charlotte, NC.

REQUISITION NO.: R211105

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300). The original budget amount is \$200,000.00.

CLEAN WATER 2020?: No

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
Sole source procurements.

ATTACHMENTS:

- **#a:** Xylem Water Solutions USA Inc. Sole Source Agreement (PDF)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Xylem Water Solutions USA, Inc. (hereinafter referred to as the "Seller"), for Seller to provide certain goods and 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 services described in Exhibit B, attached hereto. The description of goods and 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 services under this AGREEMENT. The Seller shall be responsible for any costs relating to 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, 2022. An option to renew or continue purchasing goods and 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 Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, 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; Contractor'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 compensation paid by the City to Seller under this AGREEMENT shall not exceed Two Hundred Thousand, dollars and no/100, (\$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 services. Each invoice submitted must

describe the items and show payment calculations. 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.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor 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 Contractor 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 Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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 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.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. 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 services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services 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 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.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: _____

Witness

By: _____

Title: City Manager

Date: _____

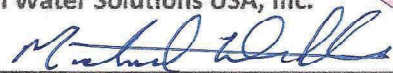
By: 

Witness

WITNESS

Xylem Water Solutions USA, Inc.

SIGN HERE

By: Title: REGIONAL SALES MANAGERDate: SEPT 3, 2021

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 9/2/2021

Exhibit A

Requisition # R211105JUSTIFICATION 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)
Flygt pumps, products, parts, repair services, and maintenance

(2)

as a sole source procurement from Xylem Water Solutions USA, Inc.

(3)

based upon the following justifications Xylem is the sole municipal Flygt pump distributor

(4)

and repair facility. If we have someone outside of Xylem work on our equipment it will void

our warranty with the company. These pumps and services are used for the various Lift

Stations operated throughout the city. Without properly operating pumps it would

result in an SSO, and depending on which station goes down, it could be a major SSO.

This sole source is valid through June 30, 2022

Amount \$ 200,000.00

Utilities

Department

Signature of Department Head

07/01/2021

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

8/10/2021

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.



635 Gold Hill Rd
Fort Mill, SC 29715
Tel: 803 909 7867
Fax: 803 909 7868

July 6, 2021

City of Columbia, SC
Attn: Michael Zeise
Sent Via Email

To Whom It May Concern:

The Fort Mill, SC office of Xylem Water Solutions USA, Inc., located at the address on this letterhead, is the only source for Flygt pumps, accessories, parts and control systems in North and South Carolina for the municipal market.

Please contact me if you have any questions.

A handwritten signature in black ink, appearing to read "Peter Carlson".

Peter Carlson
Sales Representative
Combined Office/ Cell phone (704) 996 7320
peter.carlson@xyleminc.com



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2021-063 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on September 7, 2021.

ATTACHMENTS:

- **#a:** 2021-063 amend Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation (PDF)

HISTORY:

09/07/21

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2021-063

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks and Sec. 15-4 Hours of operation, are amended to read as follows:

Sec. 15-1. Prohibited acts in parks.

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

- (1) *Damaging property.* Willfully mark, deface, disfigure, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) *Pollution of waters.* Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of such waters.
- (3) *Removing soil or plants.* Dig or remove any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means, except that digging shall be permitted in areas designated for such purpose.
- (4) *Damaging plants.* Damage, cut, carve, transplant or remove any tree or plant, or injure the bark or pick the flowers or seeds of any tree or plant, nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.
- (5) *Littering.* Bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other litter, or place refuse or litter in any waters in or contiguous to any park, or anywhere on the grounds thereof, other than in the proper receptacles, where provided.
- (6) *Interference with others.* Endanger the safety of any person by any conduct or act, or prevent any person from using any park or any of its facilities, or interfere with such use in compliance with this chapter and with the rules applicable to such use.
- (7) *Fires.* Build or attempt to build a fire, except at places specifically designated for such purpose or as permitted by the department of parks and recreation. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.
- (8) *Alcohol.* Possess and/or consume beverages, or food items of any type which contain alcohol, beer or wine regardless of the percentage of alcohol contained therein, except within Riverfront Park, Keenan House, Finlay Park, the Eau Claire Print Building next to the Eau Claire Town Hall, Boyd Plaza, Coble Plaza, and Earlewood Community Building and Park **and the Lincoln Street Tunnel** as follows:
 - a. At events open to the public involving the assembly or the intention of attracting 100 or more people, for cultural, ceremonial, educational, or celebratory purposes, which generates revenue, regardless of status, to include art exhibits, wine/food tasting events, circuses, fairs, carnivals, festivals, auctions, concerts, and any event which is advertised or marketed in any form including, but not limited to: posters, business cards, internet, and media outlets; serves an entrepreneurial purpose; includes fees/charges for goods/services (e.g. food & drink); and whenever there is an admission fee or leasing fee and when possession and consumption is specifically authorized by resolution of Columbia City Council and the event organizer obtains a permit or license if required by the South Carolina Department of Revenue for the possession and/or consumption of beer, ale, porter, malt or wine only at the event. **Public events held in Riverfront Park shall end by 9:00 p.m. and service of beer and wine only shall end by 8:30 p.m. Public events held in the Keenan House, Finlay Park, Eau Claire Print Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of beer and wine shall end by 9:30 p.m.;** or
 - b. At private functions, authorized by the city, for which the South Carolina Department of Revenue does not require a permit or license for the possession and/or consumption of alcoholic beverages, beer or wine. **Private functions held in Riverfront Park shall end by 9:00 p.m. and service of beer and wine only shall end by 8:30 p.m. Private functions held in the Keenan House, Finlay Park, Eau Claire Print**

Building, Boyd Plaza, Coble Plaza, Earlewood Community Building and Park and the Lincoln Street Tunnel shall end by 10:00 p.m. and service of beer and wine shall end by 9:30 p.m.;

- (9) *Fireworks.* Possess, explode, discharge or ignite fireworks of any kind, unless specifically permitted by the department of parks and recreation and the fire marshal.
- (10) *Parking in unauthorized area.* Park or leave automobiles, trucks, bicycles, unicycles, tricycles, scooters, mopeds, motorcycles, motorbikes, motorized carts or other motorized vehicles in places other than those specifically designated for such purpose.
- (11) *Vending or peddling.* Vend, sell, peddle or offer for sale any commodity or article, except sales conducted by or specifically permitted by the department of parks and recreation.
- (12) *Violation of rules and regulations of parks and recreation department.* Violate any rule or regulation promulgated by the parks and recreation department of the city.
- (13) *Improper use of park equipment and furniture.* It shall be unlawful for any person to recline upon any seat, table, bench, or in any location not intended for occupancy.
- (14) *Exclusive minor child play zones.* The director of parks and recreation shall designate exclusive minor child play zones within such city parks as deemed appropriate to enhance the safety of minor children at play and limit the use of playground equipment to age appropriate users
 - a. No persons over the age of twelve years are allowed in exclusive minor child play zone areas unless such persons are the parents, legal guardians or authorized temporary custodians caring for the minor child or minor children playing within the area or family members of the minor child or minor children playing within the area.
 - b. Authorized temporary custodians for the purpose of this subsection (14) are any person who has a minor child or minor children in his or her care and custody with the consent of the minor child or minor children's parent(s) or legal guardian(s).
 - c. The boundaries of exclusive minor child play zones shall be clearly designated by the placement of fencing or other discernable barriers along with the placement of signage.
 - d. Prior to implementing exclusive minor child play zones within any park, the parks and recreation director shall request that the designation be placed on city council's agenda for public input and for approval by a majority vote of members of city council present at the meeting.
 - e. This subsection does not apply to special authorized events held within the city parks.

(15) Concealable weapons. Openly carry a concealable weapon.

(16) Firearms. At events subject to the provisions of Sec. 15-1(8), possession of firearms within the boundaries of the areas in which the possession and/or consumption of alcoholic beverages are permitted.

Sec. 15-4. Hours of operation.

(a) *Hours closed to public.* Except as otherwise provided herein, all city parks, playgrounds, recreation centers, ball diamonds, tennis courts, athletic or recreational facilities, greenbelts or any other areas, real property or other premises designated for public recreational use by the city (recreational facilities) shall be closed daily to the general public from official sunset to official sunrise. Official sunrise to sunset as defined by the National Weather Service for Columbia, South Carolina and published by The State Newspaper.

The director of parks and recreation shall cause notice to be placed at the main entrances of recreational facilities notifying the general public of the hours that the recreational facility is open for use by the general public as follows:

- (4) *Tot lot/playgrounds.* Sunrise to sunset. These facilities include the following:
 Anna Mae Dickson Mini Park
 Elmwood/Roy Lynch Park
 Fairwold Park
 Hollywood/Rosehill Park
 Isaac McClinton Park
 Realtors Park
- (2) *Neighborhood Centers/Parks.* **Unless otherwise noted the hours shall be from 7:30 a.m. to 6:00 p.m. (Summer) and 2:00 p.m. until 6:00 p.m. (academic year)** These facilities include the following:
Busby Neighborhood Center
 Emily Douglas
 Hampton

Heathwood

Kathryn M. Bellfield-Booker Washington Heights Cultural Arts Center. Hours of operation
Monday – Friday – 10:00 a.m. – 8:00 p.m.
Saturday - 10:00 a.m. – 6:00 p.m.
Closed on Sunday

Mays Park
Melrose Park
Pacific Park
Rosewood Park
St. Anna's Park
Sims Park
South Edisto Neighborhood Center

- (3) **Neighborhood Parks. Sunrise to sunset.**
Busby Neighborhood Park
Emily Douglas Park
Hampton Park
Heathwood Park
Lester Bates Park
Lincoln Park
Marshal Park
Mays Park
Melrose Park
Pacific Park
Rosewood Park
St. Anna's Park
Sims Park
South Edisto Discovery Park

- (4)(3) **Play fields/athletic fields.** These facilities include the following:
Columbia Tennis Center—6:00 **8:00** a.m. to 9:00 p.m.
Thomas S. Martin and Valencia Park 6:00 a.m. to 9:00 p.m.

- (5)(4) **Community centers/parks. 2:00 p.m.** ~~6:00 a.m.~~ to 9:00 p.m. unless otherwise noted. These facilities include the following:

Ben Arnold Center

Drew Wellness Center—Hours of operation:
Monday—Thursday: 5:30 a.m.—~~10:00~~ **9:00** p.m.
Friday—5:30 a.m.—8:00 p.m.
Saturday 8:00 a.m.—6:00 p.m.
Sunday 2:00 p.m.—6:00 p.m.

Greenvview
Hyatt
Lorick
M.L. King
Pinehurst
Woodland

- (6) **Community parks. 6:00 a.m. to 9:00 p.m.** These parks include the following:

Drew Park
Earlewood Park
Greenvview Park
Greenvview Pool—Seasonally as posted
Hyatt Park
Lorick Park
M.L. King Park
Maxcy Gregg Park—Sunrise to sunset
Maxcy Gregg Pool—Seasonally as posted
Pinehurst Park
Woodland Park

(7) ~~(5)~~ *Regional parks.* 6:00 a.m. to 9:00 p.m. These facilities include the following:

Boyd Plaza
 Coble Plaza
 Finlay Park
 Granby Park—Sunrise to sunset
 Memorial Park
 Owens Field Park
 Page Ellington Park
 Riverfront/Canal Park
 Saluda River
 Southeast Park

(8) *Premier rental facilities.* 8:00 a.m. to 11:00 p.m. These facilities include the following:

Busby Neighborhood Center
 Earlewood Community Building
 Keenan House
 Eau Claire Print Building

(b) *Unlawful acts.*

(1) It shall be unlawful for any person to remain upon the premises of any recreational facility during the hours that such are closed to the public after being warned to leave by an officer of the Columbia Police Department.

(2) It shall be unlawful for any person to enter upon the premises of any recreational facility during the hours that such are closed to the public after having been warned to leave any recreational facility within six months preceding the date of the offense.

(c) *Exceptions.* This section shall not apply to:

(1) Persons whose presence is authorized by city by contract, agreement, lease or otherwise or by a permit issued by the director of parks and recreation, or his designee, in compliance with all other city ordinances, rules or regulations;

(2) Persons remaining in the recreational facility after the time for closing who are participating in or attending events, activities or programs previously scheduled or authorized by the parks and recreation department because the event, activity or program has not concluded;

(3) Persons making use of any public way located through a recreational facility; however, such persons must confine themselves to the limits of the public way;

(4) Persons who are actually engaged at such time in the official business of any city, county, state or the United States or any agency or department thereof.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

Introduced:

Final Reading:

City Clerk



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-102 Ratifying and Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022

REQUISITION NO.: R2116258

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2021-102 PSA bw City and United Way for Homeless Services (PDF)

RESOLUTION NO.: R-2021-102

*Ratifying and Authorizing the City Manager to execute a Professional Services Agreement
between the City of Columbia and the United Way of the Midlands for the Regional
Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Professional Services Agreement with the United Way of the Midlands, or on a form to be approved by the City Attorney, for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022, the total compensation for such services shall not exceed Seventy-Five Thousand Seven Hundred Ten and 88/100 (\$75,710.88) Dollars is hereby ratified and approved.

(Funding Source: 1018410/638306)

Requested by:

City Manager _____

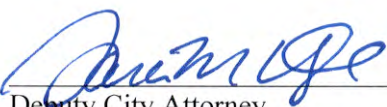
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into between the City of Columbia (hereinafter called the "City"), its successors and assigns, and United Way of the Midlands in partnership with the Midlands Area Consortium for the Homeless (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor for the regional coordination of homeless services. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services requested on the attached Scope of Services on Appendix A for the Regional Coordination of Homeless Services and outlined herein. United Way of the Midlands with the Midlands Area Consortium for the Homeless will provide regional coordination of homeless services.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in the solicitation for the Regional Coordination of Homeless Services in the Midlands, attached hereto as Appendix A. The Contractor has specialized knowledge to complete the project without any training from the City and shall perform the tasks in the order and in the most effective and efficient manner and as outlined in the solicitation and pursuant response. The scope of services will include, but is not limited to, **coordinating** the following efforts:

- Respond to request from the City and citizens for street outreach in specific locations or identified individuals
- Coordinate prioritization listing for federal homeless housing vouchers
- Meal share coordination
- Coordination of Street Outreach and scheduled street outreach
- Participate in systems level planning meetings for homeless services
- Frequent Offenders initiative
- Client Travel Vouchers

If additional services are identified throughout the course of this contract period, the Contractor and City agree to negotiate the cost of any other related services in a fair and equitable manner.

3. METHOD OF PAYMENT

A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed the maximum sum as specified in Appendix C, Regional Coordination Budget. It is recognized that the total project cost identified in Appendix C is an estimate based on the resources available at the time of the award. The City may elect to identify additional resources over the period of the contract that can result in a total project cost in excess of the amount identified in Appendix C.

The decision to request Contractor to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

B. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Contractor, 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.

C. Invoices must be received by the 30th day of the month and will be paid no later than the 15th of the month following the City's receipt of the invoice. The Contractor hereby agrees to submit all invoices in the format provided by the City.

D. Contractor is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are being prepared by Contractor on behalf of the City. All such reports or collected data are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor provide confidential data or issue media reports or press releases to any party other than those designated by the City without prior approval of the City.

5. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

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 parties, 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 parties.

8. ASSIGNABILITY/SUBCONTRACTING

United Way of the Midlands shall not assign or subcontract its rights, duties and/or obligations under this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

United Way of the Midlands will secure at its own expense all personnel required in performing the services under the Contract. The Contractor shall furnish and cause each of its sub-subcontractors to furnish all information and reports required hereunder.

Although Contractor may subcontract certain services to other contractors, United Way of the Midlands shall not assign the entire Agreement without the prior written consent from the City of Columbia. The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The

City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

10. TERMINATION OF CONTRACT

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

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

11. INTEREST OF CONTRACTOR

The Contractor covenants that he 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 Contract or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may, at its discretion, waive this provision. The Contractor must provide 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 contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for program work.

13. SEVERABILITY

In the event any provisions of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, then such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

14. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract. In performing the work provided under this Contract, the Contractor shall not engage in the unauthorized practice of law and the Contractor shall comply with Rule 5.5(C) of the South Carolina Rules of Professional Conduct by providing legal services only in association with a lawyer who is admitted to practice in South Carolina and who actively participates in the matter. For purposes of the professional services rendered under this Agreement, the City Attorney's office will serve as the lawyer admitted to practice in the state of South Carolina.

15. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

The Contractor has secured, or will secure, directly or through United Way of the Midland's subcontractor and at the Contractor's expense, all personnel needed for the performance of all services as required under this agreement.

16. TERM OF AGREEMENT

Initial Term: The materials, goods, and services to be provided under this contract shall be for an initial term of one year, unless earlier terminated by either party as provided herein. The term will commence on August 1, 2021, and terminate on June 30, 2022. Additional Term(s): The contract may be extended for up to four (4) additional one (1) year terms. The contract shall expire at the end of the initial term, or at the end of the then-current term, unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

17. FUNDING

Any funding provided by the City of Columbia for the Regional Coordination of Homeless Services as outlined in the Scope of Services will not exceed the City's annual funding for coordination of homeless services, if appropriated. The funding provided is specifically for the regional "coordination" efforts and shall not be designated or used for any other other purposes without approval from the City of Columbia.

18. INSURANCE

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

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

Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor 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 contractor's 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 contract.

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors. The City of Columbia shall be named as additional insured on all liability insurance policies carried by the Contractor.

- a.) Commercial General Liability Insurance: Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b.) Automobile Liability Insurance- \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- c.) Abuse and Molestation Insurance – Coverage either through a separate policy or included with the CGI policy, in an amount of coverage not less than \$1,000,000.00 (Note: This insurance will only be required in cases where the successful Offeror provides services directly to the clients).
- d.) Professional Liability Insurance – If contractor will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written. Agreement as of the date of the last signature hereinbelow.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____
 TITLE: City Manager

Date: _____

WITNESSES AS TO
 UNITED WAY OF THE MIDLANDS:

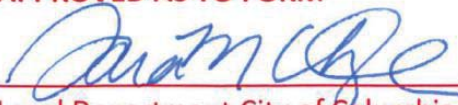
UNITED WAY OF THE MIDLANDS

BY: _____

TITLE: _____

Date: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

9/2/2021

APPENDIX A, SCOPE OF SERVICES

The Contractor must fulfill the scope of services for the regional coordination of homeless services in the Midlands including making provisions for supporting and assisting individuals in the Midlands who are currently homeless or individuals or families facing significant economic hardships and at-risk to becoming homeless. The scope of services includes assisting individuals defined as chronically homeless, sheltered and unsheltered clients.

Coordinate with justice and other systems
Coordinate requests for street engagement and concerns expressed from City leadership or constituents.
Perform street outreach and implement housing placement based on vulnerability.
Connect Columbia Police to providers such as youth services, meal share, and street outreach.
Participate in efforts to increase mental health services provided to people experiencing homelessness.
Assist Columbia Police with street outreach, as scheduled in advance.
Coordinate Frequent Offenders meetings and placement of individuals on listing into more stable housing situations.

Coordinate meal sharing programs
Convene local meal share providers bi-monthly to coordinate services and programs, reducing duplication.

Implement a travel voucher program
Secure vendor to implement home community travel program
Implement program, track and report results

The Contractor's plan must include provisions for men, women, families, women with children and men with children. The Contractor must collaborate throughout the contract term with multiple stakeholders in both the public and private sector including, but not limited to, businesses, corporations, non-profit organizations, faith based groups, health and educational institutions and neighborhood organizations.

The scope of services shall include the Contractor appointing a Midlands Coordinator for Homeless Services and/or Coordination Team to coordinate the following efforts, listed below:

1. Coordination of Meal share services
2. Coordination and Planning Strategies related to justice systems
3. Frequent offenders initiative
4. Client Voucher Program

Roles, Duties and Responsibilities for the position of Midland's Coordinator for Homeless Services:

The Contractor must provide an experienced coordinator or coordination team to be responsible for the regional coordination of homeless services in the Midlands. The Coordinator will identify gaps or deficiencies and will be tasked with recommending resolutions for any deficiencies in services while also avoiding duplication of services. The Coordinator will also be the primary point of contact for Midlands Homeless Services and will use an organized and synchronized planning approach in addressing homelessness issues.

The Coordinator/team shall be located within the local service region and shall provide relevant education and training aimed at homeless prevention and rapid rehousing in the Midlands. The Coordinator will be responsible for working closely with the clients, community leaders, service providers, case managers, and all major stakeholders to ensure the successful coordination of services.

Some additional duties and tasks to be performed by the Coordinator shall include:

- Ensuring a coordinated effort between the Service Providers, Coordinator's Office and all law enforcement agencies within the Midlands region

All deliverables outlined herein shall be coordinated and monitored by the Coordinator including, but not limited to, Service Provider coordination, HMIS reporting, and food sharing and meal services.

Coordination with Multiple Regional Service Providers:

The Contractor shall ensure that the Coordinator meets the City's ultimate goal of finding solutions to the diverse problems associated with homelessness and to develop a path forward for those individuals that are homeless or at risk to becoming homeless including families, men, women, women with children, fathers with children, veterans, etc.

The Contractor must also work closely with area businesses, corporations, non-profit and faith based organizations, healthcare industry, academicians, neighborhood associations, community leaders, etc. Some of the Contractor's roles and responsibilities shall include:

- Using the Community's Coordinated Entry System Adopting and Implementing a "No Wrong Door" Policy to assist all individuals seeking services regardless of the original intake location

The Contractor's primary office shall be centrally located in the Midlands region and fully operational and staffed to meet the needs of the clients

Reporting

The Contractor must provide to the City on a quarterly basis a statement of activities for the quarter along with a statement of the budget to actual expenditures for the quarter for the Regional Coordination of Homeless Services in the Midlands.

APPENDIX B, Project schedule

Proposed tasks under City Scope of Services	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
	7/1/21-9/30/21	9/30/21-12/31/21	1/1/22-3/31/22	4/1/22-6/30/22
Coordinate with justice and other systems				
Coordinate requests for street engagement and concerns expressed from City leadership or constituents.				
Perform street outreach and implement housing placement based on vulnerability.				
Connect Columbia Police to providers such as youth services, meal share, and street outreach.				
Participate in efforts to increase mental health services provided to people experiencing homelessness.				
Assist Columbia Police with street outreach, as scheduled in advance.				
Coordinate Frequent Offenders meetings and placement of individuals on listing into more stable housing situations.				
Coordinate meal sharing programs				
Convene local meal share providers bi-monthly to coordinate services and programs, reducing duplication.				
Implement a travel voucher program				
Secure vendor to implement home community travel program				
Implement program, track and report results				

APPENDIX C, Final Negotiated Cost Proposal and Budget

FY 2021-22 Regional Coordination Budget

Client Travel Vouchers	\$ 8,500.00	Vouchers for clients to reach their home communities.
UWM Staff Support	\$ 59,099.00	\$50,000 subcontracted to local homeless service organization for meal share coordination, coordination of street outreach, and frequent offenders initiative. \$9,099 in UWM staff time to oversee Inclement Weather Center vendors, Regional contract oversight, and communication with City leadership.
Evaluation and Reporting	\$ 8,111.88	
Total	\$ 75,710.88	



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Legal Department

FROM: *Jennifer Hendrix, Lead Paralegal*

SUBJECT: Resolution No.: R-2021-104 Authorizing acceptance of donated property within the Bull Street Development known as the Pump Station Parcel, which property is a portion of Richland County TMS R11501-01-01 from Bull Street Development, LLC, for development of a new pumping station and authorizing the City Manager to execute all documents necessary to effectuate this transfer

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2021-104 Acceptance of donated property known as Pump Station Parcel (PDF)
- **#b:** 2021-09-15 Pump Station Legal Description (PDF)
- **#c:** DF 012901.09-Pump Station Plat 20210830 (PDF)

RESOLUTION NO.: R-2021-104

Authorizing acceptance of donated property within the Bull Street Development known as the Pump Station Parcel, which property is a portion of Richland County TMS R11501-01-01 from Bull Street Development, LLC, for development of a new pumping station and authorizing the City Manager to execute all documents necessary to effectuate this transfer

WHEREAS, Bull Street Development, LLC is the owner of certain real property located in the Bull Street Neighborhood, formerly known as the South Carolina Department of Mental Health Bull Street Campus in the City of Columbia; and,

WHEREAS Bull Street Development, LLC wishes to donate a 0.99-acre portion of that real property, designated in the attached property description as the Pump Station Parcel and more clearly described in the legal description and shown on the proposed plat attached hereto and made a part hereof as Exhibit "A", to the City of Columbia; and,

WHEREAS, this conveyance is subject to certain Permitted Exceptions, including (without limitation) conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats, of record; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia hereby accepts the donation of the real property within the Bull Street Development known as the Pump Station Parcel, which is a portion of Richland County TMS # R11501-01-01 for development of a new pumping station and authorizes the City Manager to execute any and all documents, including any documents regarding the Permitted Exceptions, as approved by the City Attorney, necessary to consummate the donation and title the real property in the name of the City of Columbia.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

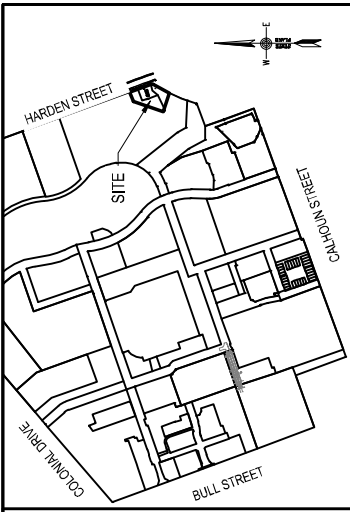
City Clerk

Introduced:

Final Reading:

Pump Station Parcel

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Pump Station Parcel on a Subdivision Plat entitled The City of Columbia CIP# WM4039 by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated May 11, 2021 and recorded _____, 2021 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 0.99 Acres, and being described as follows: Commencing at a #5 rebar set on the Harden Street westerly right-of-way at the intersection with the Norfolk Southern Railway northerly right-of-way approximately 740 feet north of the Harden Street and Calhoun Street intersection; said #5 rebar is the Point of Beginning for the Pump Station Parcel; thence running in a southwesterly direction along the Norfolk Southern Railway northerly right-of-way on an arc 153.21 feet having a radius of 1484.03 feet, the chord of which is S28°37'20"W, 153.15 feet to a #5 rebar set on said right-of-way; thence turning and running in a northwesterly direction along property belonging to South Carolina Department of Mental Health N71°35'27"W for a distance of 159.45 feet to a #5 rebar set inside the Dominion Energy Transmission Easement; thence turning and running in a northeasterly direction inside the Easement along property belonging to South Carolina Department of Mental Health N19°20'51"E for a distance of 251.93 feet to a #5 rebar set inside the Easement; thence continuing in a northeasterly direction along property belonging to South Carolina Department of Mental Health N66°11'33"E for a distance of 80.21 feet to a #5 rebar set on the Harden Street westerly right-of-way; thence turning and running in a southeasterly direction along the Harden Street westerly right-of-way S20°01'39"E for a distance of 197.98 feet to a #5 rebar set on the right-of-way; said point being the Point of Beginning.

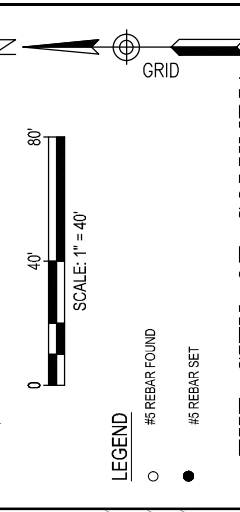


1" = 1000'

PARCEL SUMMARY:
PUMP STATION PARCEL; FORMERLY A PORTION OF TMS# 11501-01-01; NEW 0.99 ACRES

- NOTES:**
1. ACCORDING TO FEMA FIRM MAP PANEL NUMBER 45070C0241 WITH EFFECTIVE DATE DECEMBER 21, 2017, THIS PROPERTY LIES TOTALLY OUTSIDE THE 100-YEAR FLOOD ZONE IN ZONE X.
 2. THIS PLAT WAS PREPARED USING CURRENT DEEDS AND PLATS OF RECORD. A TITLE SEARCH WAS NOT PERFORMED OR PROVIDED AS PART OF THIS SURVEY.
 3. THIS PROPERTY LIES TOTALLY WITHIN THE CITY LIMITS OF COLUMBIA.
 4. DISTANCES SHOWN ARE BASED ON GROUND DISTANCES AND BEARINGS AS SHOWN ARE REFERENCED TO SC GRID NORTH (NAD 83/2011).

REFERENCE:
UNRECORDED PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND JINKINS, INC. DATE DECEMBER 2, 2008 AND LAST REVISED JULY 15, 2010.



LEGEND

- #5 REBAR FOUND
- #5 REBAR SET

THE CITY OF COLUMBIA
CIP# WM4039

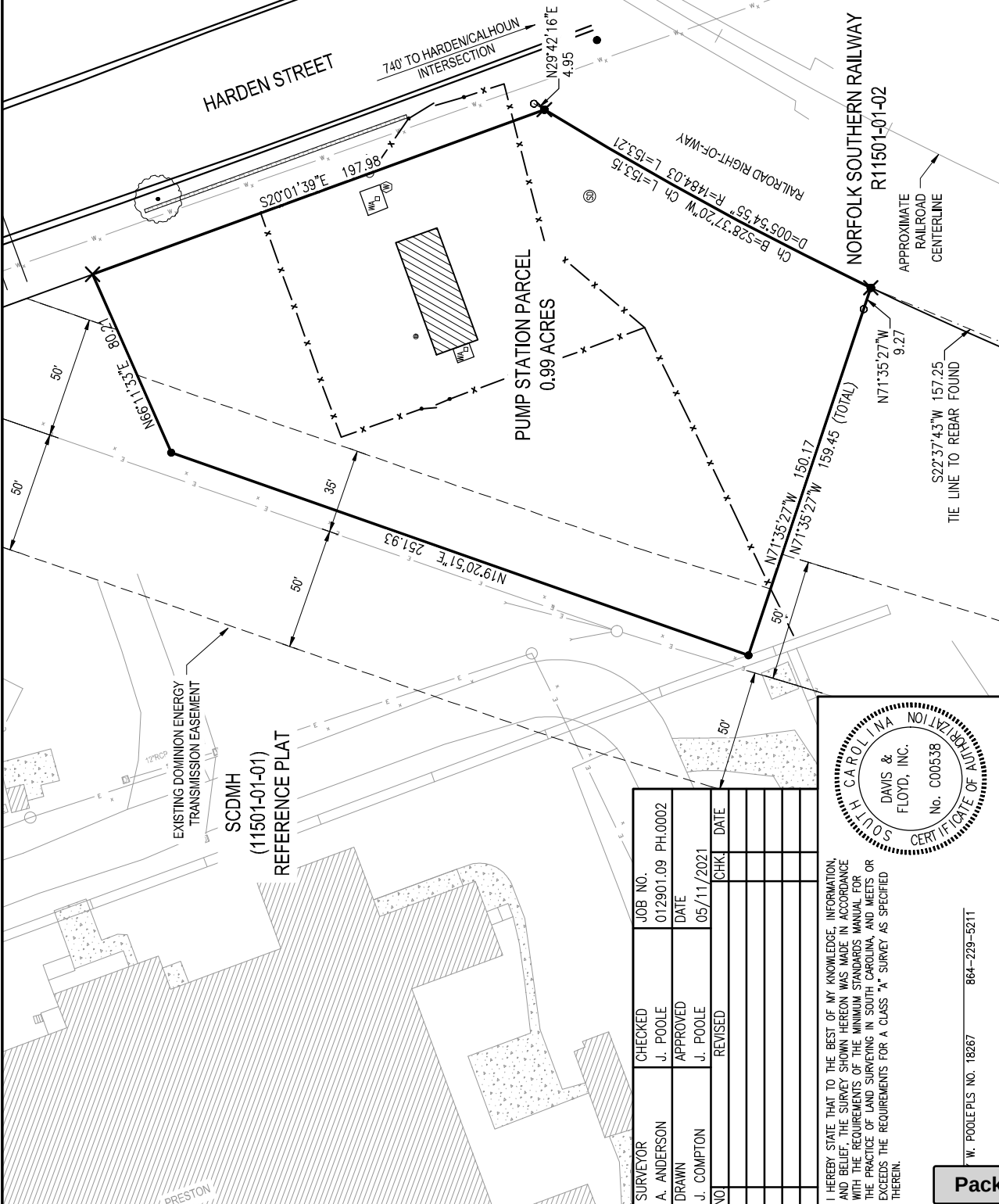
SUBDIVISION PLAT

FOR A PORTION OF TAX MAP NUMBER
R11501-01-01

LOCATED IN
CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
BY

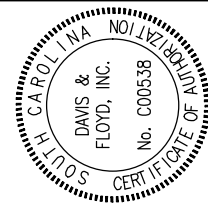
DAVIS & FLOYD

SINCE 1954



SURVEYOR	CHECKED	JOB NO.
A. ANDERSON	J. POOLE	012901.09 PH.0002
DRAWN	APPROVED	DATE
J. COMPTON	J. POOLE	05/11/2021
NO	REVISED	CHK. DATE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.



W. POOLE PLS NO. 18267 864-229-5211



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-095 Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 18, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-095 Vista Lights (Nov 18) (PDF)

RESOLUTION NO.: R-2021-095

*Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival
on Thursday, November 18, 2021*

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Vista Lights Annual Holiday Festival on Thursday, November 18, 2021 from 5:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 4:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only on Thursday, November 18, 2021 from 5:00 p.m. until 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street on Thursday, November 18, 2021 from 4:00 p.m. until 10:00 p.m. 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.
2. The Organizer shall establish a boundary line around the event space in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly 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, the 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 encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to 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 the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends 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 of Columbia 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 restroom without maintaining a distance of at least six (6) feet from other people.
9. 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.

10. 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.

11. 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. and 10:00 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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Thursday, November 18, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

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

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

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the 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 event date of November 18, 2021 and time of 5:00 p.m. to 10:00 p.m., the closed portion of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and 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 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply 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 event 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 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:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights
(R-2021-095)**

WHEREAS, Columbia City Council adopted Resolution R-2021-095 on _____, 2021, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 18, 2021 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2021-095, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2021-095 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2021-095; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.
10. NO CONCEALABLE WEAPONS ALLOWED.
11. NO FIREARMS ALLOWED

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____
Randy Davis
ITS: Parks and Recreation Director

Date: _____

I hereby approve the foregoing park rules this ____ day of _____, 2021.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

DATE OF REQUEST	August 3, 2021	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Congaree Vista Guild Abby Anderson abby@vistacolumbia.com 803-269-5946	25.a
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	8,000			
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Vista Lights annual holiday festival			
DATE(S) OF EVENTS: (multiple day can be on one request)	Thursday, November 18, 2021			
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.)	None			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Heart of The Vista Gervais Street from Assembly to Gadsden Lincoln Street from Lady to Senate Park Street from Lady to Senate			
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)	1100 & 1200 blocks of Lincoln Street (between Lady and Senate) 1100 & 1200 blocks of Park Street (between Lady Street and Senate) 800 through 1000 blocks of Gervais Street (between Gadsden and Assembly)			
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	4:00-10:00PM			
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5:00-10:00PM			
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	5:00-9:30PM			

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least thirty (30) 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

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

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - 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, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

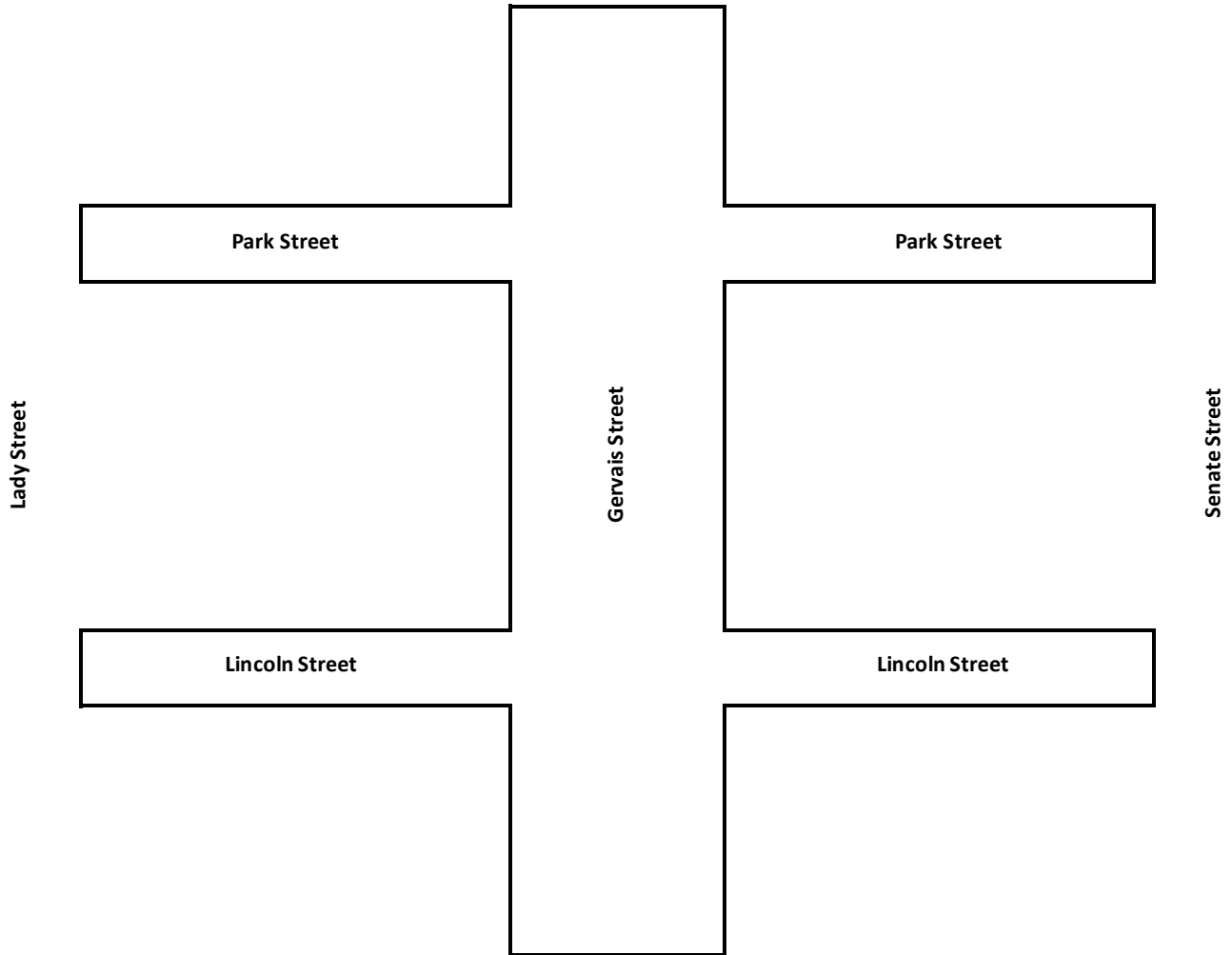
VISTA LIGHTS SAFETY PLAN/PROTOCOLS

Vista Lights will take place on November 18, 2021 in the Congaree Vista Guild business district.

Patron and Vendor Behavior

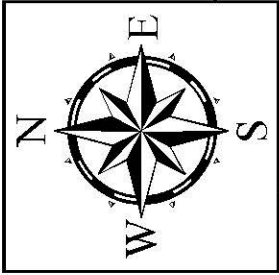
1. All vendors and patrons are asked to please stay home if you are positive for COVID-19, are showing symptoms of COVID-19 or have had close contact with a person with symptoms in the past 14 days.
2. All businesses and patrons are asked to maintain 6+ feet of social distancing at all times while attending Vista Lights.
3. Masks are encouraged for all patrons who are not vaccinated at the event and while inside Vista businesses. (Masks are not required for children age 2 and younger.)
4. Please refrain from all hand and body contact with other patrons and businesses.
5. Vendor booths may have wrapped samples for patrons only.
6. Businesses participating in Vista Lights are encouraged to have sanitizer on location. Patrons and businesses are encouraged to use hand sanitizer often during the event.
7. All businesses and vendors are asked to sanitize and clean equipment after each patron's use (pens, equipment, etc).
8. All businesses and vendors are encouraged to use touch-free payments and are discouraged from taking cash.
9. Signage will be placed throughout the event reminding patrons and vendors to properly wear masks, social distance and use hand sanitizer.

VISTA LIGHTS 2021





Vista Lights

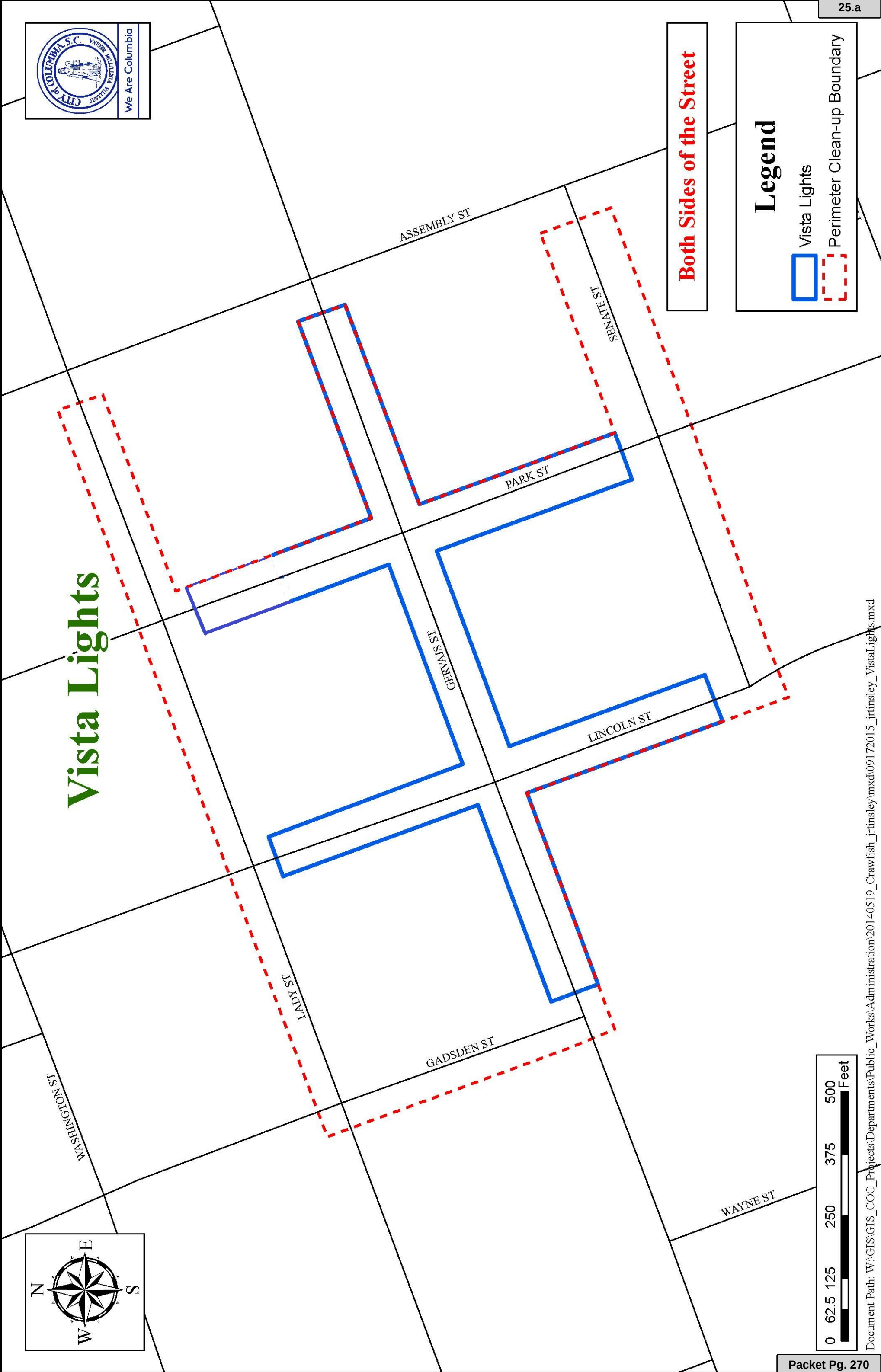
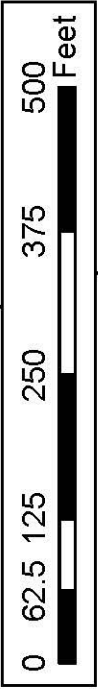


Both Sides of the Street

Legend

 Vista Lights

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-101 Authorizing consumption of beer and wine only at Five After Five in Five Points on Thursday, October 21, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Planning Together

ATTACHMENTS:

- **#a:** R-2021-101 Five After Five (Oct 21) (PDF)

RESOLUTION NO.: R-2021-101*Authorizing consumption of beer and wine only at Five After Five
in Five Points on Thursday, October 21, 2021*

WHEREAS, the Five Points Association (hereinafter "Sponsor" or "Organizer") is sponsoring Five After Five on Thursday, October 21, 2021 from 5:00 p.m. until 9:00 p.m. at the fountain plaza, on Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot and in the Harden Street parking lot; and,

WHEREAS, the Sponsor has requested permission for the use of the fountain plaza, Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot and in the Harden Street parking lot from 2:00 p.m. until 11:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Thursday, October 21, 2021, between 5:00 p.m. and 9:00 p.m. at the fountain plaza, Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot and in the Harden Street parking lot, and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 8:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the fountain plaza, on Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot and in the Harden Street parking lot on Thursday, October 21, 2021 from 2:00 p.m. until 11:00 p.m. 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.
2. The Organizer shall establish a boundary line around the event space of the fountain plaza, Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot and the Harden Street parking lot, 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, the 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 encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to 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 the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends 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 of Columbia 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 restroom without maintaining a distance of at least six (6) feet from other people.

9. 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.

10. 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.

11. 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 2:00 p.m. and 11:00 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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 8:30 p.m. on Thursday, October 21, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

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

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

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the 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 event's dates and times from 5:00 p.m. until 9:00 p.m. on Thursday, October 21, 2021, the fountain plaza, Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot, and the Harden Street parking lot, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and 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 fountain plaza, Saluda Avenue adjacent to the fountain plaza and the Harden Street parking lot, and in the Harden Street parking lot, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply 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 event 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 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:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

August 17, 2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Katy Renfroe
Five Points Association
katy@fivepointscolumbia.com
803.748.7373/o
803.553.8256/c

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

Five After Five

DATE(S) OF EVENTS: (multiple day can be on one request)

Thursday, October 21, 2021

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)

The main fountain plaza at Saluda and Greene Streets and the portion of Saluda Avenue between the fountain and the new parking lot at the former Exxon station along with the new parking lot. Please see map submitted with form.

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 main fountain plaza at Saluda and Greene Streets and the portion of Saluda Avenue between the fountain and the new parking lot at the former Exxon station along with the new parking lot. Please see map submitted with form.

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

2pm-11pm

HOURS OF EVENT

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

5pm-9pm

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.)*

5pm-8:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

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



August 17, 2021

Ms. Shari Ardis
City of Columbia
Attorney's Office
P.O. Box 667
Columbia, SC 29202

Dear Ms. Ardis:

The Five Points Association is hosting our annual Five After Five event on Thursday, October 21, 2021 from 5-9pm. We normally see on average 200-300 attendees at this FREE concert.

Due to the COVID-19 pandemic, we are adhering to the following safety protocols:

- We will encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
- We will post signs or markers to prohibit lines or crowds forming near the restrooms and all vendors without maintaining a distance of at least 6' from other people.
- We will provide various hand sanitizer stations around the food and beverage vendors
- We are asking all food and beverage vendors to provide hand sanitizer to patrons to use before touching items.
- We will space vendors' tents 6' apart from each other.
- We will ask all vendors to wear a face mask.
- We will coordinate with all vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand contact.
- We will ask all vendors to clean all frequently touched surfaces after each patron, and patrons will be encouraged to use their own pens,
- We will inform all vendors of these protocols and will monitor their adherence to the guidelines throughout the duration of the event.

If you have any questions, need any additional information, please feel free to contact me at 803.748.7373/o, 803.553.8256/c or at katy@fivepointscolumbia.com.

Warm Regards,

Katy F. Renfro
Association Manager
Five Points Association

Five After Five Footprint

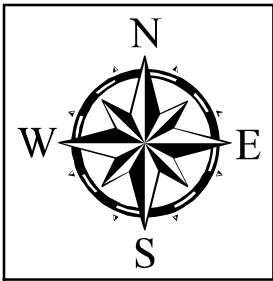


Shaded Area Denotes Festival Footprint.

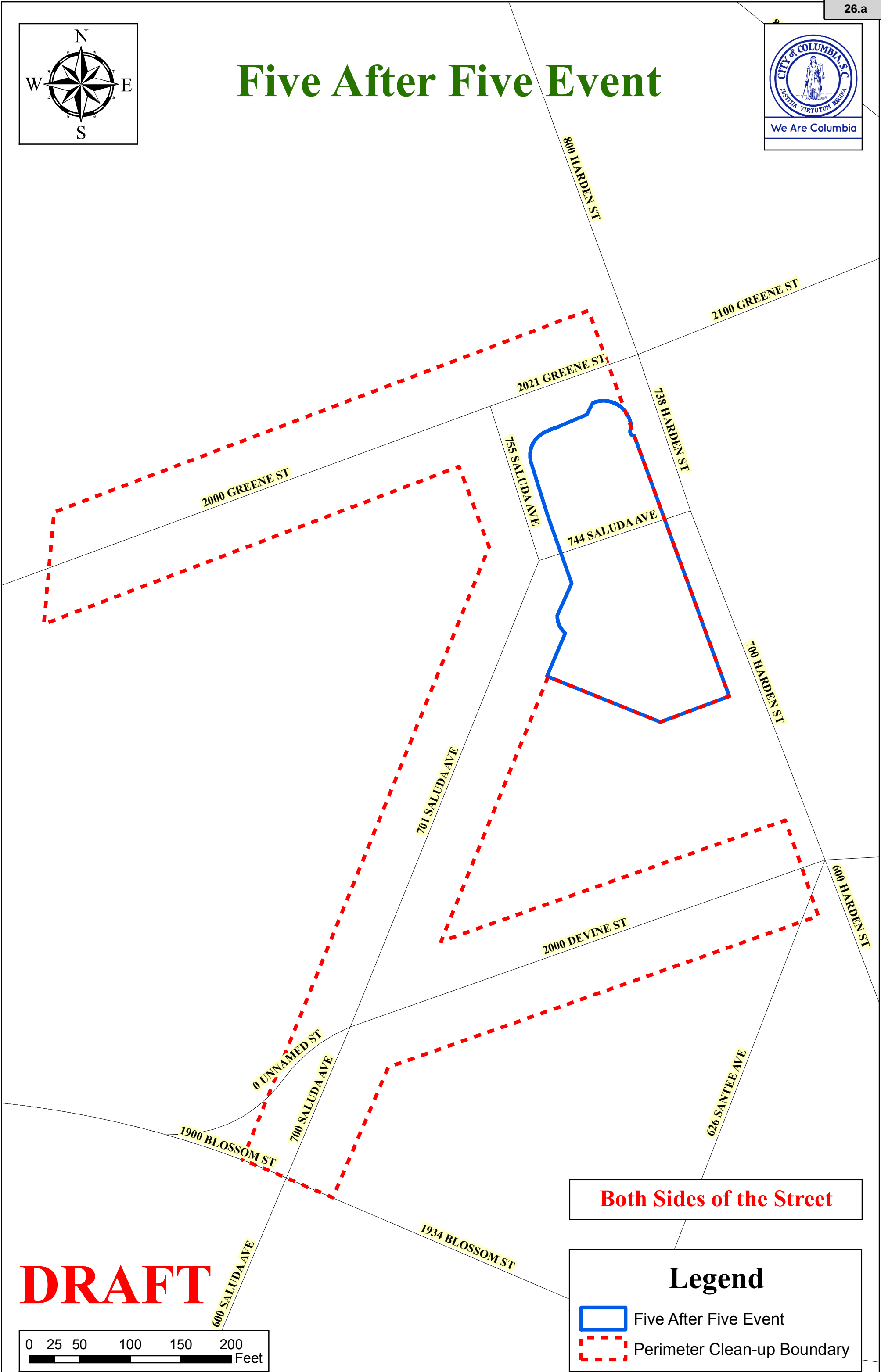
Five After Five Map



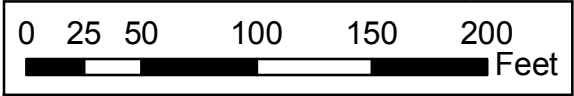
Stage
 Vendors
 ID Check
 Hand Washing Station
 Port-A-Potties



Five After Five Event



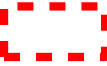
DRAFT



Both Sides of the Street

Legend

 Five After Five Event

 Perimeter Clean-up Boundary



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT for revisions to new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

PURPOSE:

Ordinance No: 2021-071 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Proposal: Revise new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance to account for recently annexed and rezoned parcels.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/02/2021; Approval (5-0)

ATTACHMENTS:

- **#a:** TA-2021-00_UDO_ZoningMaps_ZPHSept2021 (PDF)
- **#b:** 2021-071 Amend Official Map (PDF)



CITY COUNCIL

September 21, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

Proposal: Revisions to the new City of Columbia Zoning Map in conjunction with the Unified Development Ordinance to account for recently annexed and rezoned parcels.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/02/2021; Approval (5-0)

ZPH, 1st Reading: 09/21/2021; Pending

2nd Reading: 10/05/2021; Pending

DETAIL

The Unified Development Ordinance (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020. The corresponding Zoning Map was approved by City Council on June 15, 2021. The UDO took effect on August 30, 2021.

Staff completed and published the Zoning Map in early 2020. Since that time, annexations and rezonings have continued under the current ordinance. The proposed revisions are to account for 20 annexations and 2 rezonings that need to be updated on the new Zoning Map.

Maps of the proposed revisions are included with this packet. Links to the digital copy of the overall map (without the proposed revisions) as well as the Unified Development Ordinance can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

Address	Parcel	New Zoning
1.43 acres of 4030 W Beltline	11609-10-36 (portion)	CAC
1314 Rosewood Drive	11208-02-10	CAC
1215 Shop Road	11210-01-02	EC
.509 acre S/S Candi Lane	07208-03-02	MU-1
S Evans Street et al	11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, 11301-04-13	CAC
1307 Mason Road	11813-01-02	RM-2
0.418-acres S/S (1920) Mabron Road	19206-03-58	RSF-1
504 Percival Road	16712-05-05	CAC
7315 Coachmaker Road	16307-09-01	RSF-2
2213 Apple Valley Road	07502-01-12	RM-1
40.18 acre portion, S/S Old Leesburg Road	22113-01-01(p)	RSF-3
8.80 acres, S/S Old Leesburg Road	22113-01-01(p)	RSF-3
291 Harbison Boulevard	001941-01-015	PD
8025 and 8041 Garners Ferry Road	19100-05-04 and 19000-01-10	RSF-3
7432 Broad River Road	05100-04-10(p)	CAC
314 Heyward Street	08816-10-11	RD-MV
409 Hampton Trace Lane	13616-08-07	RSF-2
10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road	06200-01-07 and 06200-01-14	RM-2
26.36 acres S/S Technology Circle	17200-02-11	EC
80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road, N/S Percival Road	25600-03-04(p)	RM-1
1135 Carter Street	14102-04-01	From RM-2 to PD
2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street,	11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10	From RM-2 to MU-1



LOCATION	REASON	PROPOSED
1.43 acres of 4030 W Beltline	Annexation	CAC – Community Activity Center



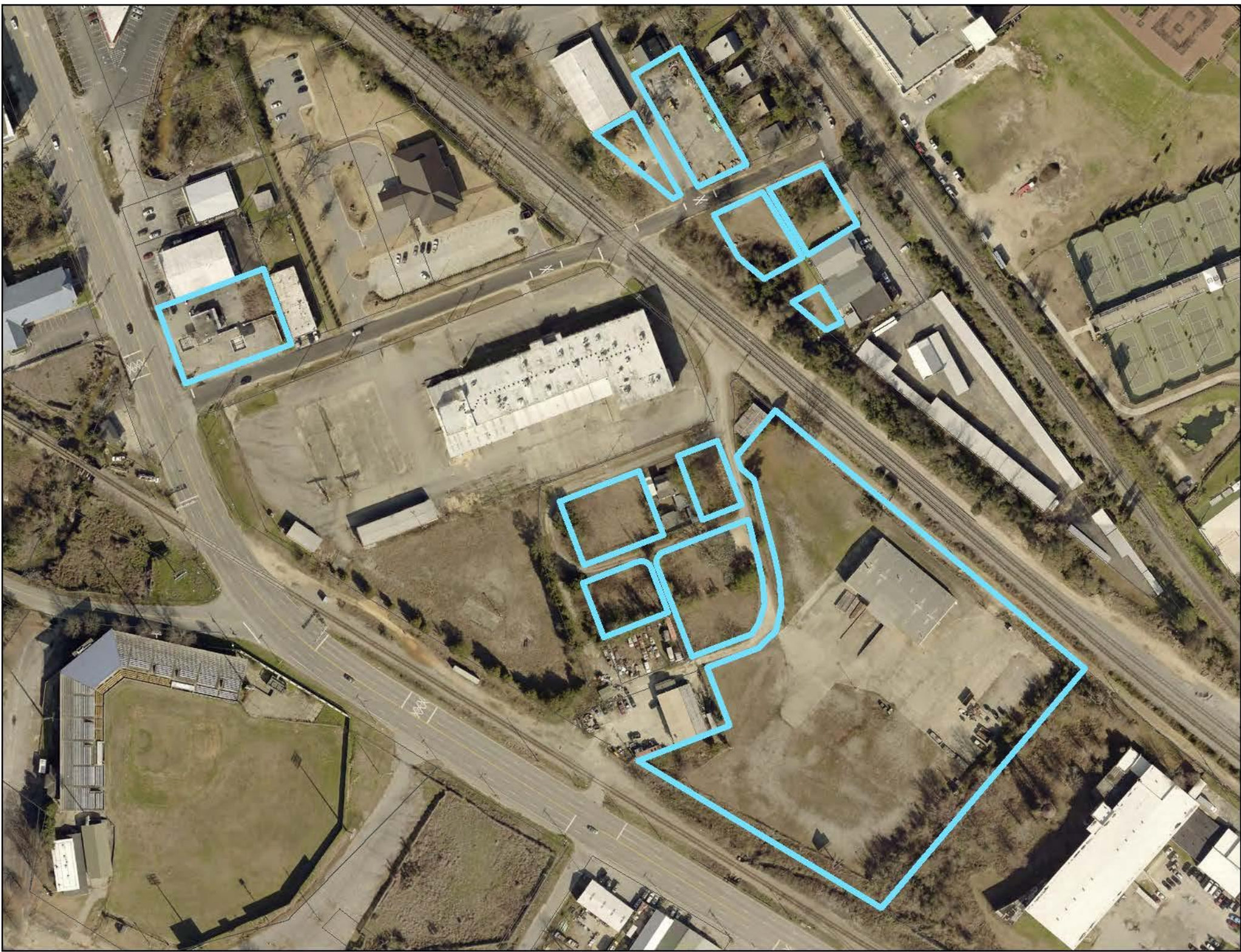
LOCATION	REASON	PROPOSED
1314 Rosewood Drive	Annexation	CAC – Community Activity Center



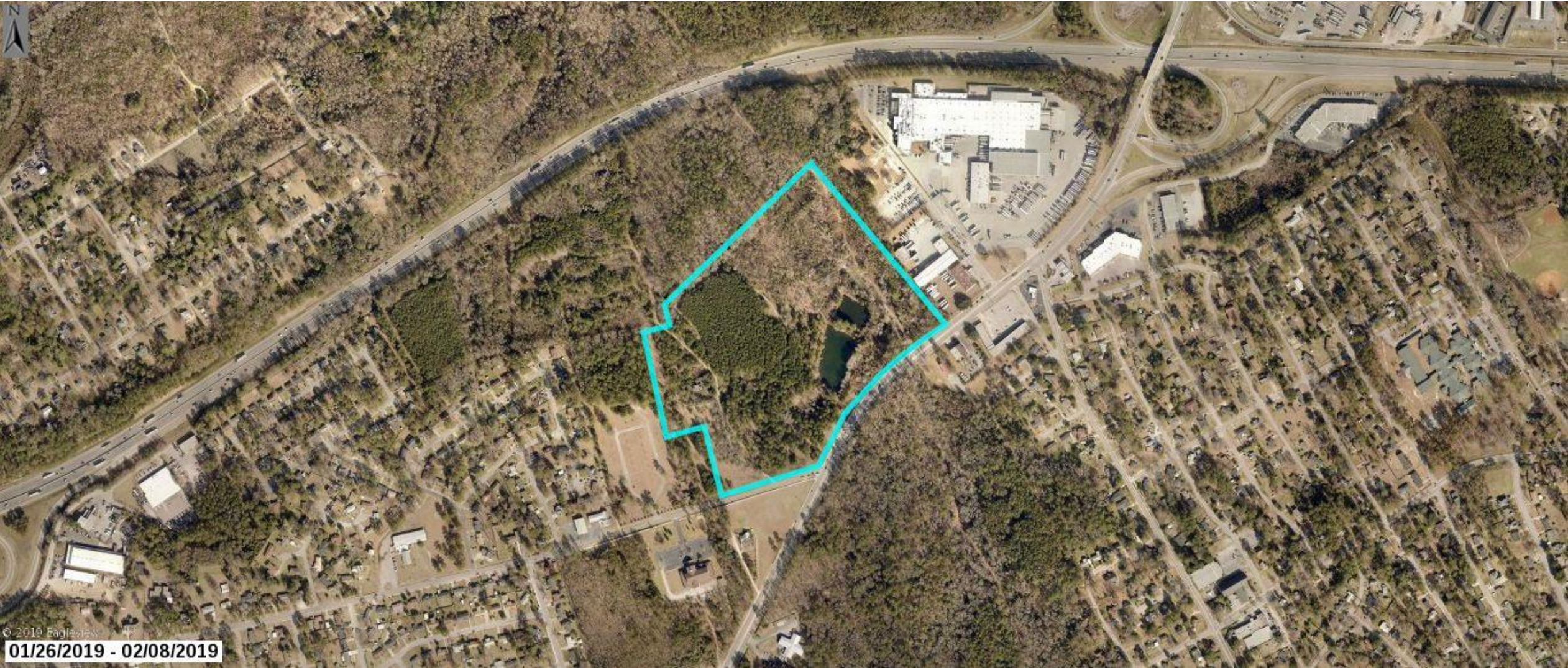
LOCATION	REASON	PROPOSED
1215 Shop Road	Annexation	EC – Employment Campus



LOCATION	REASON	PROPOSED
.509 acre S/S Candi Lane	Annexation	MU-1 – Mixed Use



LOCATION	REASON	PROPOSED
S Evans Street et al	Annexation	CAC – Community Activity Center



LOCATION	REASON	PROPOSED
1307 Mason Road	Annexation	RM-2 - Residential Mixed



02/01/2019

© All Pictometry

LOCATION	REASON	PROPOSED
0.418-acres S/S (1920) Mabron Rd.	Annexation	RSF-1 - Single Family Residential

**LOCATION**

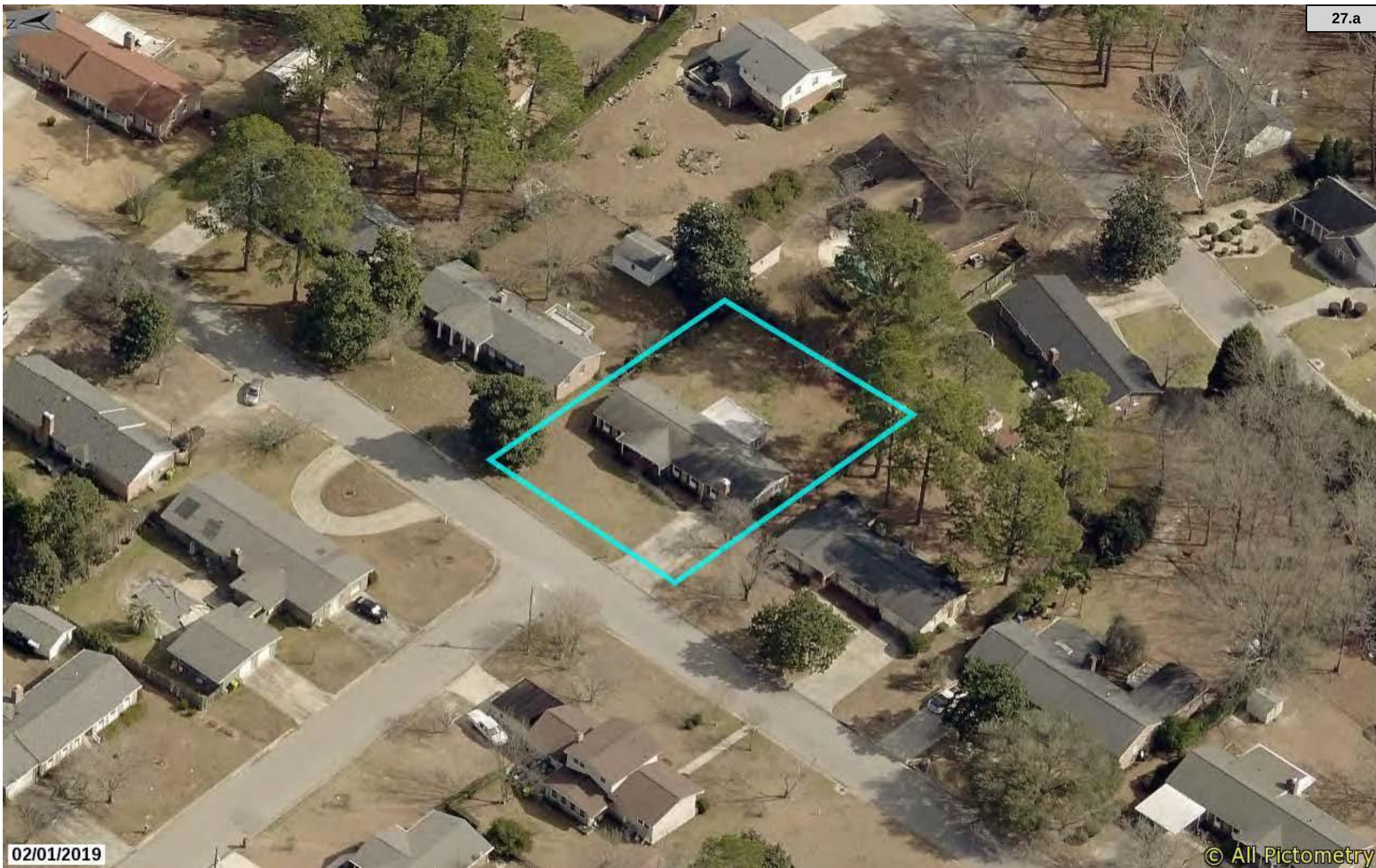
504 Percival Road

REASON

Annexation

PROPOSED

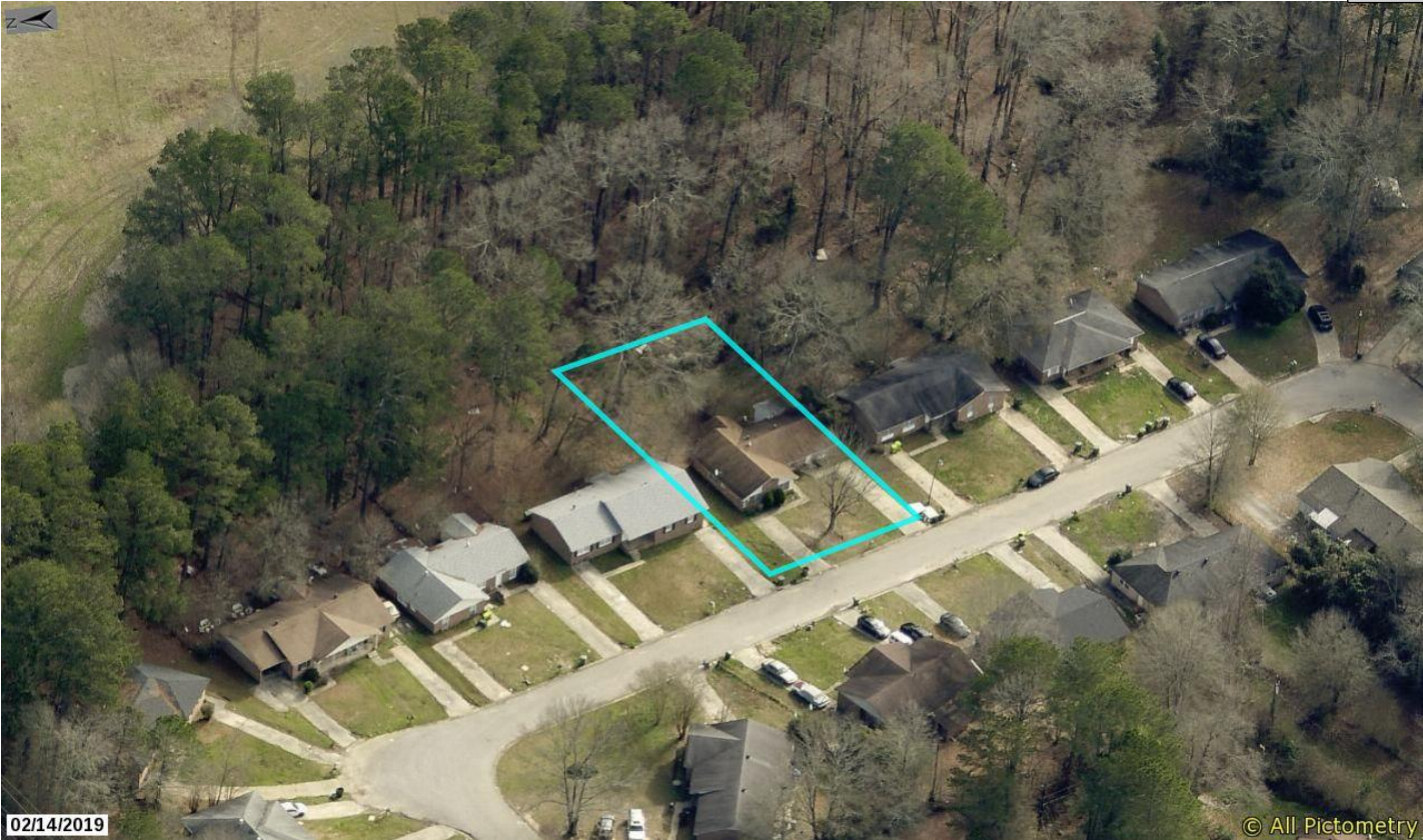
CAC – Community Activity Center



02/01/2019

© All Pictometry

LOCATION	REASON	PROPOSED
7315 Coachmaker Road	Annexation	RSF-2 – Single Family Residential



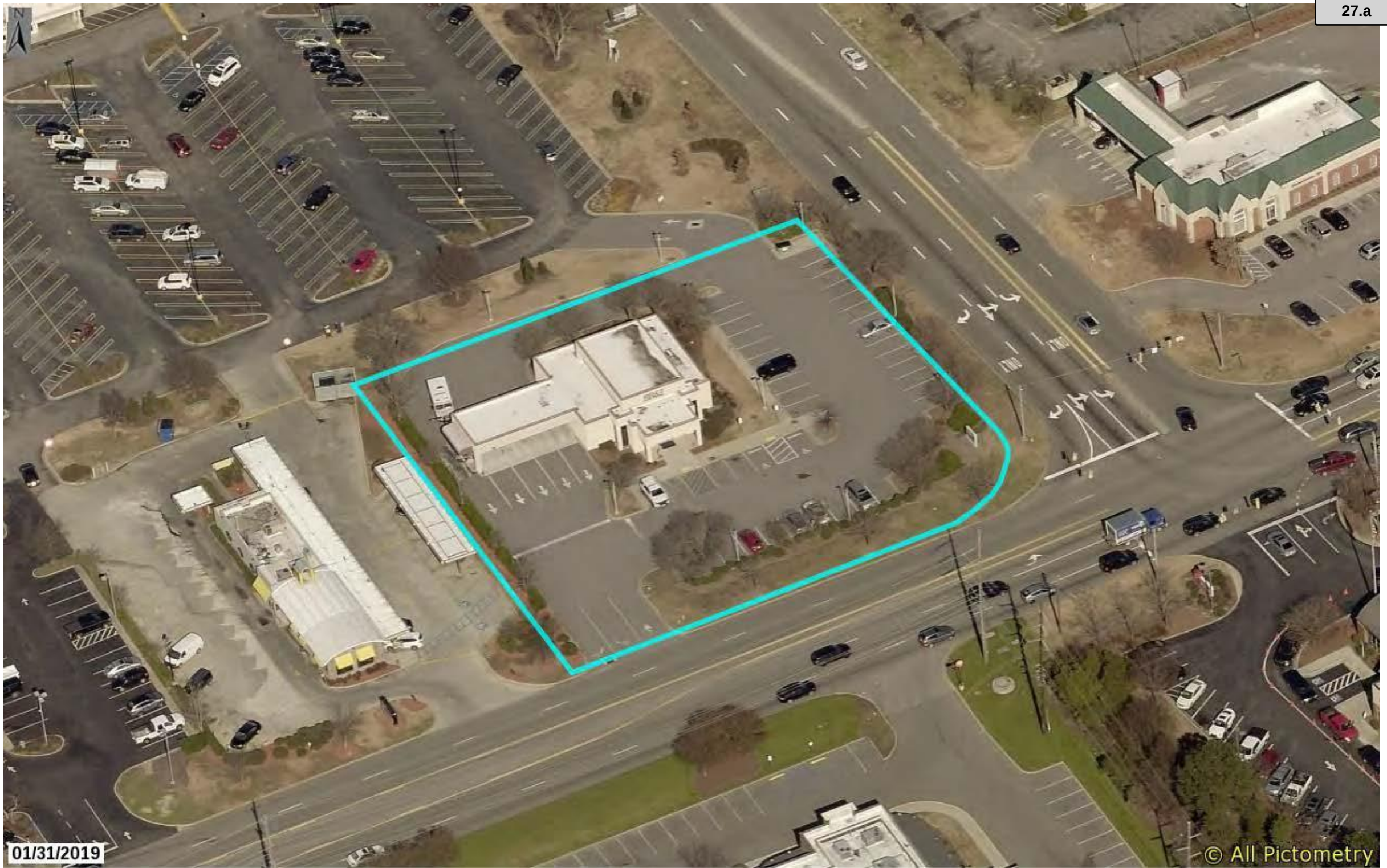
LOCATION	REASON	PROPOSED
2213 Apple Valley Road	Annexation	RM-1 – Residential Mixed



LOCATION	REASON	PROPOSED
40.18 acre portion, S/S Old Leesburg Road	Annexation	RSF-3 – Single Family Residential



LOCATION	REASON	PROPOSED
8.80 acres, S/S Old Leesburg Road	Annexation	RSF-3 – Single Family Residential



LOCATION

291 Harbison Boulevard

REASON

Annexation

PROPOSED

PD – Planned Development

**LOCATION**

8025 and 8041 Garners Ferry Road

REASON

Annexation

PROPOSED

RSF-3 – Single Family Residential



LOCATION	REASON	PROPOSED
7432 Broad River Road	Annexation	CAC – Community Activity Center



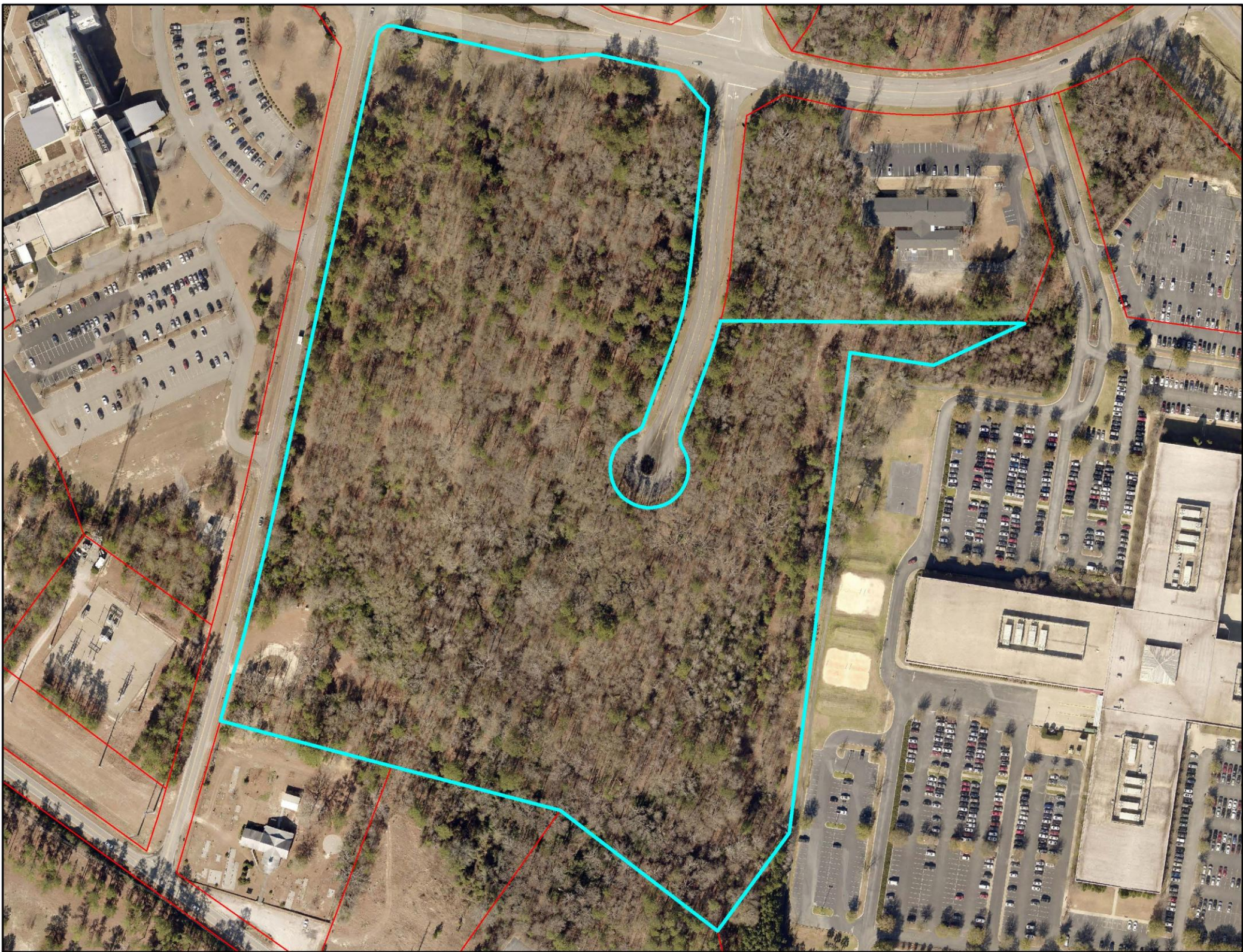
LOCATION	REASON	PROPOSED
314 Heyward Street	Annexation	RD-MV - Mill Village Residential Duplex



LOCATION	REASON	PROPOSED
409 Hampton Trace Lane	Annexation	RSF-2 – Single Family Residential



LOCATION	REASON	PROPOSED
10.60 acres W/S Broad River Road & 8.12 acres W/S Broad River Road	Annexation	RM-2 – Residential Mixed



LOCATION	REASON	PROPOSED
26.36 acres S/S Technology Circle	Annexation	EC - Employment Campus



LOCATION	REASON	PROPOSED
80-acre portion, N/S Percival Road 4621, 4635, 4651, and 4655 Percival Road, N/S Percival Road	Annexation	RM-1 – Residential Mixed

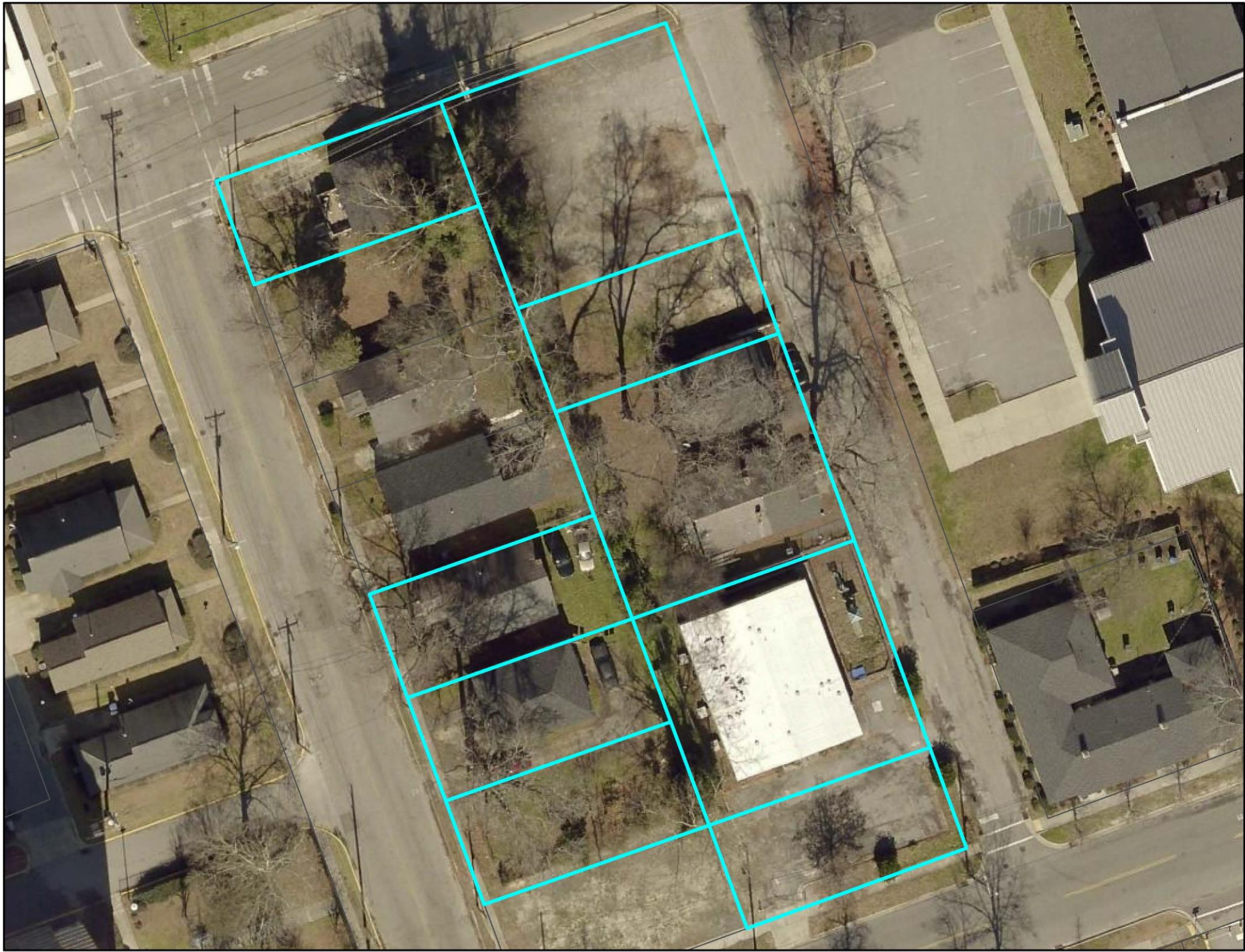
**LOCATION**

1135 Carter Street

REASON

Rezoning

PROPOSEDRM-2 – Residential Mixed to
PD – Planned Development



LOCATION	REASON	PROPOSED
2030, 2006, 2010 Oak Street & 2027, 2023, 2015, 2007, 2305, 2014 Henry Street	Rezoning	RM-2 – Residential Mixed to MU-1 – Mixed Use

ORDINANCE NO.: 2021-071*Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina*

WHEREAS, on June 15, 2021 the Mayor and City Council adopted Ordinance No.: 2021-001 effective as of August 30, 2021, which repealed and replaced in its entirety the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina; and,

WHEREAS, on August 3, 2021 the Mayor and City Council adopted Ordinance No.: 2021-054 Amending pages 3-82, 4-20, 4-25 and 4-27 adopted in the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina by Ordinance No.: 2021-001; and,

WHEREAS, the properties listed on the attached exhibit reflect the annexation of twenty parcels and rezoning of two parcels approved by City Council prior to the adoption of the effective date of the Official Zoning map and text; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021 that the properties listed on the attached exhibit reflect the annexation of twenty parcels and rezoning of two parcels approved by City Council prior to the adoption of the effective date of the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina by Ordinance No.: 2021-001 are hereby added to the Official Zoning Map.

A copy of the map without the proposed additions of the properties, which is incorporated herein by reference may be reviewed in electronic format at <https://gis.columbiasc.gov/>. A hard copy of the map is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of final reading.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

Address	Parcel	New Zoning
1.43 acres of 4030 W Beltline	11609-10-36 (portion)	CAC
1314 Rosewood Drive	11208-02-10	CAC
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0.418-acres S/S (1920) Mabron Road	19206-03-58	RSF-1
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7432 Broad River Road	05100-04-10(p)	CAC
314 Heyward Street	08816-10-11	RD-MV
409 Hampton Trace Lane	13616-08-07	RSF-2
10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road	06200-01-07 and 06200-01-14	RM-2
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80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road, N/S Percival Road	25600-03-04(p)	RM-1
1135 Carter Street	14102-04-01	From RM-2 to PD
2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street,	11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10	From RM-2 to MU-1



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Community Development

FROM: *Gloria Saeed, Director*

SUBJECT: Community Development Draft 2020 Consolidated Annual Performance Evaluation Report (CAPER) / Final Public Hearing - Ms. Dollie Bristow, Community Development Administrator

REQUISITION NO.: Dollie Bristow

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2020 CAPER ExeSum-CityCouncil.Draft3.982021 (PDF)

Consolidated Annual Performance Evaluation Report (CAPER)



Community Development Department FY 2020 – 2021



City of Columbia
Office of Community Development

1401 Main Street, 4th Floor, Columbia, South
Carolina 29201

Phone: (803) 545-3373

Email:

CoCCommDevCompliance@ColumbiaSC.gov
www.ColumbiaSC.gov/community-development

Gloria Saeed, Director

DRAFT

TABLE OF CONTENTS

Citizen Participation Process	3
Sources of Funding Revenue & Expenditure Summary	4
2020 Action Plan Outcomes	5
Community Development Department Accomplishments	6
CDBG Program Accomplishment Spotlight	6
Housing Programs Accomplishment Spotlight	7
HOME Program Spotlight	8
HOPWA Accomplishment Spotlight.....	8
City Council Action Required.....	9

Reasonable modifications and equal access to communications will be provided upon request. For assistance please call 803-545-3373 or dial 7-1-1 TDD, or email at CommunityDevelopment@ColumbiaSC.gov.



**FY 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE
& EVALUATION REPORT (CAPER)
DRAFT EXECUTIVE SUMMARY REPORT**

In accordance with the federal regulations, 24 CFR, Part 91, the City of Columbia is preparing a draft Consolidated Annual Performance & Evaluation Report (CAPER) for Fiscal Year 2020-2021. The Consolidated Annual Performance and Evaluation Report (CAPER) is an end-of-year requirement of the U.S. Department of Housing and Urban Development (HUD). The purpose of the CAPER is to provide an overall evaluation of federally-funded activities and accomplishments to HUD and the community. The performance report is prepared with public review and comment for Fiscal Year 2020-2021 CAPER and is submitted electronically to HUD via the Integrated Disbursement and Information System (IDIS) prior to September 30, 2021. HUD requires that grantees submit a performance report within 90 days after the close of a jurisdiction's program year.

Citizen Participation Process

Citizens have the opportunity to comment on performance of the entitlement programs, Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Housing Opportunities for Persons with Aids (HOPWA), the Community Development Block Grant Disaster Recovery and Mitigation Programs, (CDBG-DR) and (CDBG-MIT), and the Coronavirus Aid, Relief and Economic Security (CARES) Act programs including (CDBG-CV) and (HOPWA-CV). The citizen participation process which includes a 30-day comment period beginning August 23, 2021 and concluding September 23, 2021, has been modified to include virtual meeting options. To encourage public input in this review process, a Public Forum and a Public Hearing will be held:

Public Forum: Thursday, August 26, 2021 – 6:00 p.m.

City of Columbia Council of Neighborhoods (CCN)
Eau Claire Print Building, 3907 Ensor St., Columbia, SC 29203

Public Hearing: Tuesday, September 21, 2021 – 2:00 p.m.

City Council Meeting, Busby Street Community Center
1735 Busby St., Columbia, SC 29203

The Council meeting will be an in-person meeting and the public may show up to speak, but there is limited capacity inside Busby Street and masks are required. Other options are as follows:

1. **Watch:** The public may stream the meeting through CityTV accessed at <https://www.youtube.com/ColumbiaSCGovernment>.
2. **Listen:** The public may participate via phone. You may call: **855-925-2801**. The meeting code: **9332**.
Those participating by phone will receive three options on how to participate:
 - (star one) *1 will allow you to listen
 - (star two) *2 will allow you to record a voice message that will be read into the record.
 - (star three) *3 will allow a participant to be placed in a queue, so they may speak live when prompted.

A copy of draft CAPER Executive Summary is posted on the City's website for comment at <https://www.columbiasc.net/community-development/federal-entitlement>, or request by email @ cocommdevcompliance@columbiasc.gov or by calling 803-545-3373. The full CAPER report along with citizen's comments will be submitted electronically to the US Department of Housing and Urban Development prior to September 30, 2021. All written public comments are welcomed and can be forwarded to:

- Email: cocommdevcompliance@columbiasc.gov, US Post mail to Dollie Bristow, City of Columbia, Community Development Department, 1401 Main St., 4th Floor P.O. Box 147 Columbia, SC 29201 or faxed to 803-255-8912.

Sources of Funding

Revenue & Expenditure Summary

This draft CAPER Executive Summary report highlights the first year of progress of the 2020-2024 Columbia 5-year Strategic Plan. IDIS is HUD's reporting system for formula grant programs: CDBG, CDBG-CV, HOME, HOPWA and HOPWA-CV. In FY 2020-2021:

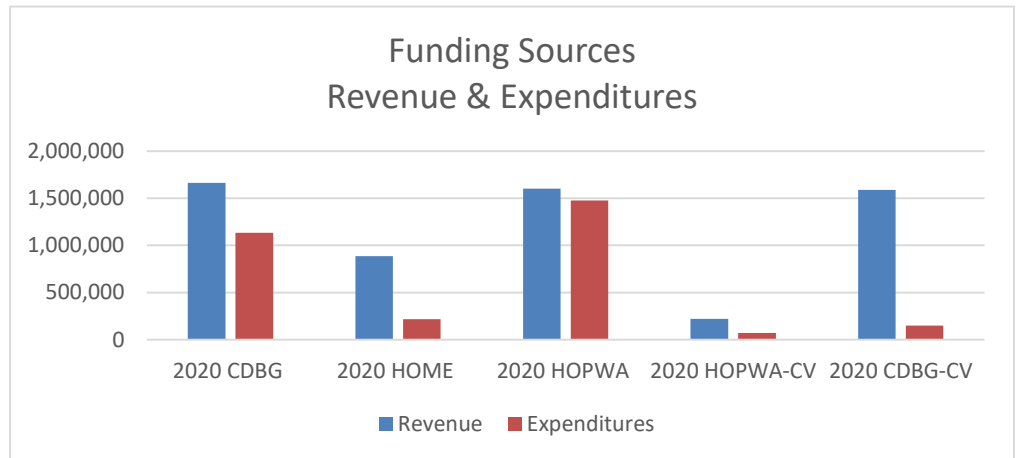


Table-1

- CDBG funds totaled \$1,663,163 in revenue for projects including \$1,040,310 in new CDBG, \$610,886 in program income/revolving loan fund and \$11,967 in prior year funding. Total CDBG expended - **\$1,132,479**.
- HOME total revenue was \$886,992 including \$636,992 in new HOME funding and \$250,000 in Program Income. Total HOME expended - **\$216,459**.
- HOPWA total revenue was \$1,601,461 including \$1,517,489 in new HOPWA funding and \$83,972 in prior year funding. Total HOPWA expended - **\$1,476,104**.
- HOPWA-CV revenue was \$ 220,838 and total expended to date is **\$71,475**.
- CDBG-CV revenue for both R1 & R3 was \$1,588,189 and total expended to date is **\$150,223**.

Total expenditures across all entitlement and CARES Act funding for fiscal year 2020 are \$3,046,709. This is a slight 2% increase over 2019 totals as the City remained resilient during the COVID-19 pandemic which suspended all housing and city services during the entire 2020-2021 fiscal year and the collateral impact of the decrease in services and increase in the cost of supplies across all industries. The total impact of federal funding is **\$7.5 million leveraged in private** and other funding sources as shown in Table-2 below.

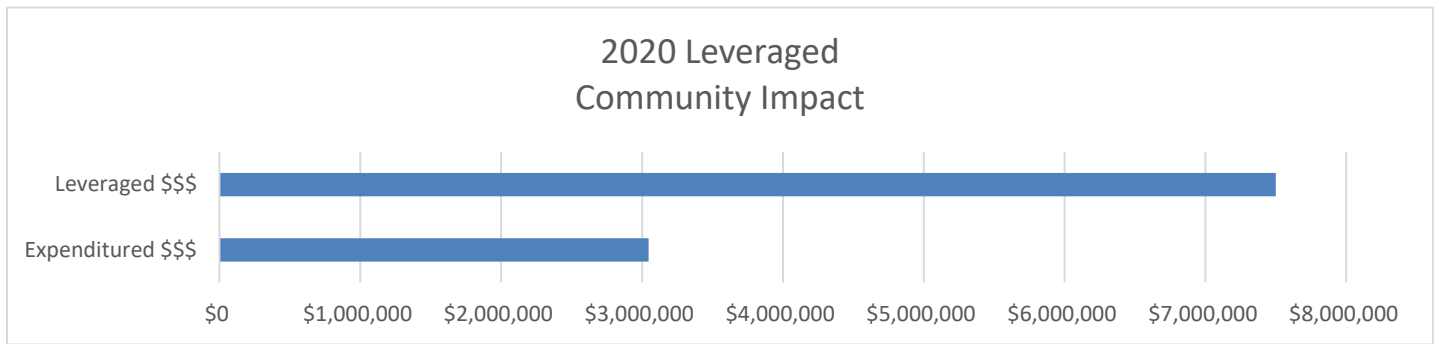


Table-2

Also, to date \$12,849,114.54 has been expended for the CDBG Disaster Recovery (CDBG-DR) Program across all activities, \$454,578.79 has been expended for the CDBG Mitigation Program (CDBG-MIT). The DR grant period was extended due to COVID and ends January 26, 2024. The MIT grant ends in June 29, 2032 and the CARES Act Funding for HOPWA-CV and CDBG-CV will end April 30, 2026.

2020 Action Plan Outcomes

During FY2020-2021, the City of Columbia is reporting on the outcomes of priority needs and major goals for the first year of FY2020-2024 Consolidated Plan, and on progress made through various projects and activities carried out through the strategic and annual action plan. The priorities and goals are as follows and outcomes are listed in the table below.

Priorities:

- 1) Expand/Improve Public Infrastructure & Facilities
 - A. Expand Public Infrastructure
 - B. Improve Public Infrastructure Capacity
 - C. Improve Access to Public Facilities
- 2) Preserve & Develop Affordable Housing
 - A. Increase Homeownership Opportunities
 - B. Increase Affordable Rental Housing Opportunities
 - C. Provide Code Enforcement in LMI Neighborhoods
 - D. Provide Removal of Slum & Blight in Residential
 - E. Provide for Owner Occupied Housing Rehab
- 3) Public Services & Quality of Life Improvements
 - A. Provide Supportive Services for Special Needs
 - B. Provide Vital Services for LMI Households Consolidated Plan
- 4) Housing & Supportive Services for Persons HIV/AIDS
 - A. Provide Housing Opportunities Persons HIV/AIDS
 - B. Provide Medical & Support Services HIV/AIDS
- 5) Provide for Increased Economic Opportunities
 - A. Provide Support to New & Expanding Businesses

Outcomes Table – 2020 Program Year – (UNDER DRAFT)

Community Development Department Accomplishments



❑ **ACTION (Assisting Citizens to Improve Our Neighborhoods) Grant:** 8 neighborhoods - \$3,955.77 (GF)

❑ **Deborah Christie Customer Assistance Program:** 154 citizens - \$53,035.10 (GF)

❑ **Neighborhood Assistance/Community Liaison:** 1,950 copies Neighborhood flyers printed for a variety of neighborhoods:
 •Northwood Hills •Barhamville Estates • M.L. King • Burton Heights
 •Standish Acres • Yorkshire

- ❑ **Columbia Kids Save** - Carver-Lyon and Watkins-Nance Elementary School students deposits \$5,652.50 – CD Match \$168.00.
- ❑ **Community Improvements Projects** – Quality of Life/Neighborhood Improvement Clean Sweep Collaborative with Development Services & Public Works:
 - ✓ **Windemere Springs N.A. (Monday, April 26th – Friday, April 30th, 2021);**
 - ✓ **Barhamville Estates (Monday, May 24th – Friday, May 28th, 2021);**
 - ✓ **Bradley Community (Monday, June 21st – Friday, June 25th, 2021)**
- ❑ **Neighborhood Clean-up Only:** CD provides (vest, gloves, pick-up sticks, trash bags)
 - ✓ **College Place – May & June 2021 (10 sticks, 38 glove pairs, 38 vests, 15 30-gallon trash bags.**
- ❑ **“All Access” Virtual Trainings/Workshops:**
 - **Wednesday, October 13, 2020** on COVID-19-Food Resources by Ashley Page (USC SNAP-ED);
 - **Wednesday, February 10, 2021** on Community Development Block Grant funding by Andelyn Rodriguez (Community Development Compliance Officer);
 - **Wednesday, May 12, 2021** on Safeguarding Your Neighborhood “The Project Safe Neighborhoods Program” by Sgt. Moody and Jan Nobles of the Columbia Police Dept.

CDBG Program Accomplishment Spotlight

PUBLIC SERVICE PROJECTS

- ❑ **Bank On Columbia – (\$21,838)** Conducted (8) virtual financial workshops; served 138 residents; Secured two (2) new financial partnerships: Operation Hope who assists Columbia’s resident with Credit Counseling & First Horizon Bank.

- ❑ **Homeless No More – Provide Emergency Services and Shelter to Homeless Families (\$38,341)** Served 104 families and 233 individuals.
- ❑ **HUSH No More – (\$12,480)** Awareness & Prevention– 269 Individuals served through group counseling services.
- ❑ **Fast Forward (\$22,744)** - 82 Participants were supported in their job preparation/search through a CDBG partnership. Over 85% of clients enrolled successfully completed job training.
- ❑ **The Cooperative Ministry – Professional Credential Assistance Program (Pro-CAP) – (\$20,353)** 241 individuals received units of service; 46 individuals received grant funding for certifications.



- ❑ **Mental Illness Recovery Center, Inc. (MIRCI) – (\$49,484)** – 194 units of service were provided to youth who were at risk of homelessness were sheltered as a result of CDBG Funding and partnership

PUBLIC FACILITIES IMPROVEMENTS

- ❑ **Parks & Recreation – Parks Improvement Project (\$494,681) – Improvement of two (2) City Parks; T.S. Martin Park and Hyatt Park.** Replace playground equipment for safety, update park amenities such as shade shelter, splash pad, benches as well as improve landscaping.

ACQUISITION & DEMOLITION PROJECTS – UNDERWAY

- ❑ **King/Lyon Redevelopment Area Acquisition & Demolition Project (2017) – Project underway; Acquisition of six (6) duplex units is complete (\$243,892) relocation completed; and estimated date of demolition and project completion is March 2021.**

ECONOMIC DEVELOPMENT

- ❑ **Office of Business Opportunities (OBO) Commercial Redevelopment & Retention Program (CRR) – (\$200,000)** - 7 Businesses assisted.

Housing Programs Accomplishment Spotlight

The City of Columbia has been helping individuals and families for over 40 years get into homeownership, make home improvements, rehabilitate or build new homes throughout the City of Columbia by utilizing funds from U.S. *Department of Housing and Urban Development* through their Community Development Block Grant Program, HOME investment Partnership Program and the City's General Funds. However, as the result of the Coronavirus Pandemic, the Housing Division's City Lender Initiative had severe delayed in productivity. Therefore, 11 units of housing were completed as new homeownership or homeownership rehabilitation. Housing Table – 1 below provides the detailed units for each program.

Housing Table -1

FY2020-2021 Housing Accomplishments

Housing Programs	Loan Fund	Number Closed	City Contribution	Amount Leveraged (Partner Banks)	Total Financed
City Lender I /Uplift					
	HOME	2	\$63,332.00	\$225,326.00	\$288,658.00
City Lender II Employee MAP**	GF	4	\$131,380.00	\$529,520.00	\$660,900.00
	GF	2	\$114,323.00	\$342,967.00	\$457,290.00
	CDBG	3	\$48,895.00	0	\$48,895.00
Totals		11	\$357,930.00	\$1,097,813.00	\$1,455,743.00

Additionally, due to the impact of the COVID-19 Pandemic all housing events and workshops were postponed.

HOME Program Spotlight

HOME funds were used to further the City's commitment to make homeownership more affordable for very low, low and moderate income persons. Down payment assistance and affordable housing loans are made available to remove the obstacles to homeownership. HOME dollars were expended on:

- ❑ Two (2) City Lender/Uplift Loans totaling \$288,658.
- ❑ Affordable Housing Project (Homes for HOPE) for the Edisto Court Redevelopment Area - \$601,949. The project is currently in the construction phase and during the reporting period \$73,000 was expended. Due to the Coronavirus Pandemic, work delays and the extreme shortages and increased costs of building supplies has pushed the expected project completion date to December 2021.

The COVID-19 pandemic drastically reduced economic activity, reducing state and local tax revenues and placed financial strain on PJs as they delivered urgently needed public health, emergency housing, education, community and social services. HUD reduced the matching requirement for PJs in areas covered by a major disaster declaration by 100 percent for FY 2020 and FY 2021 to ease the economic burden on PJs and eliminate the need for them to identify other sources of match for HOME activities. Therefore, no match is reported for FY 2020.

HOPWA Accomplishment Spotlight

HOPWA funds were used to assist persons within the City of Columbia Eligible Metropolitan Statistical Area (EMSA): Calhoun, Fairfield, Kershaw, Lexington, Richland, and Saluda counties. The City utilized an on-line application process through Zoom Grants and six (6) Sponsors were awarded:

	<u>Awarded</u>	<u>Expended</u>
❑ TCM, (Cooperative Ministry)	\$176,371	\$167,846
❑ MHA –Transitions	\$21,390	\$21,389
❑ PALSS (Palmetto Aids Life Support Services)	\$329,553	\$329,553
❑ USC (University of South Carolina)	\$400,797	\$370,630

❑ USCS (Upper Savannah Care Services)	\$25,000	\$15,046
❑ CHA (Columbia Housing Authority)		
▪ CHA-1 Tenant Based Rental Assistance (TBRA)	\$398,682	\$329,663
▪ CHA-2 TBRA/Salary	\$23,868	\$23,008
▪ CHA-3 TBRA-Housing First/Homelessness	\$154,902	\$128,958
▪ CHA-4 Housing Operations/Maintenance	\$20,373	\$19,932

These funds provide housing needs (supportive services, short-term emergency rental and mortgage, and utility payments, case management and vouchers), as well as housing assessment services to this targeted population. During this period:

- ❑ 81 households received tenant-based rental assistance
- ❑ 1976 persons received supportive services
- ❑ 158 persons received short-term rent, mortgage and utility assistance
- ❑ \$6,401,814 total leveraged dollars

The Community Development Department is committed to making the City of Columbia and its neighborhoods a better place to live and work. It is through the efforts of this Department that the City strives to provide safe, decent, affordable housing; a suitable and sustainable living environment and economic opportunities, specifically for low or moderate wealth individuals and families.

City Council Action Required

ACTION: Community Development is requesting *City Council's approval to submit the Final 2020 CAPER Report to HUD on or before September 28, 2021.*



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: Traffic Engineering

FROM: *Andrew Ritter, Assistant*

SUBJECT: Council is asked to approve the Installation of two (2) Speed Humps on Heath Hill Road, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

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

ATTACHMENTS:

- **#a:** Heath Hill Road Speed Hump to City Council (PDF)
- **#b:** Heath Hill Road Signed Petitions (PDF)
- **#c:** Heath Hill Speed Hump Map (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, City Traffic Engineer *Andrew K. Ritter*
SUBJECT: Traffic Calming – Heath Hill Road
DATE: September 1, 2021

In response to a petition from residents in the area of Heath Hill Road, traffic volume/speed surveys were conducted relative to the need for additional traffic control measures.

Heath Hill Road runs between Quail Lane and Shady Lane, and is a two-lane residential street, owned by the City of Columbia.

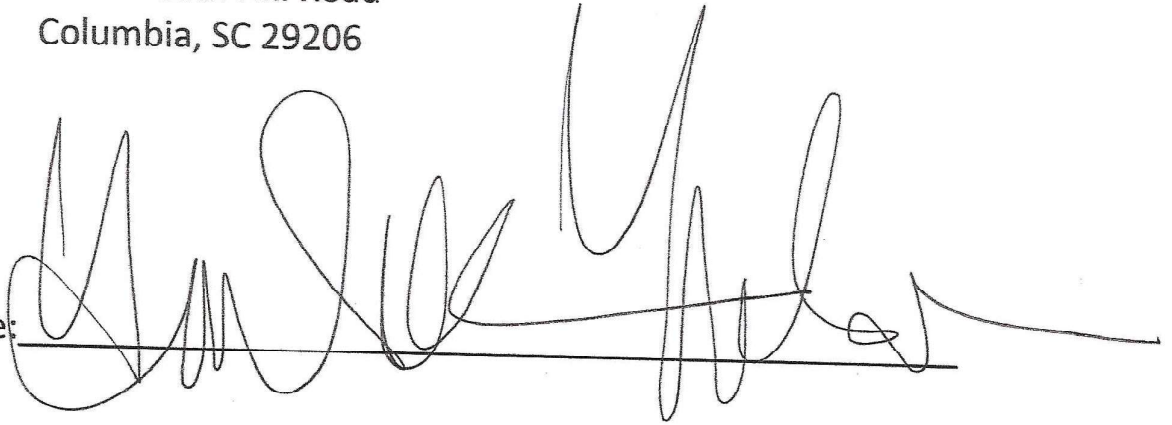
Residents have requested two speed hump as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed location. If City Council approves, please advise me and we will move forward.

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Hanna and Nelson Seabrook

Address: 4774 Heath Hill Road
Columbia, SC 29206

Signature:

A handwritten signature in black ink, appearing to read 'Hanna and Nelson Seabrook', written over a horizontal line.

August 14, 2021

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Patti and Jack Glenn

Address: 4701 Heath Hill Road
Columbia, SC 29206

Signature: Patti & Jack Glenn 8/20/21
Mr. & Mrs. John W. Glenn

August 14, 2021

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Beverly Taylor

Address: 4739 Heath Hill Road
Columbia, SC 29206

Signature: _____

Beverly Taylor

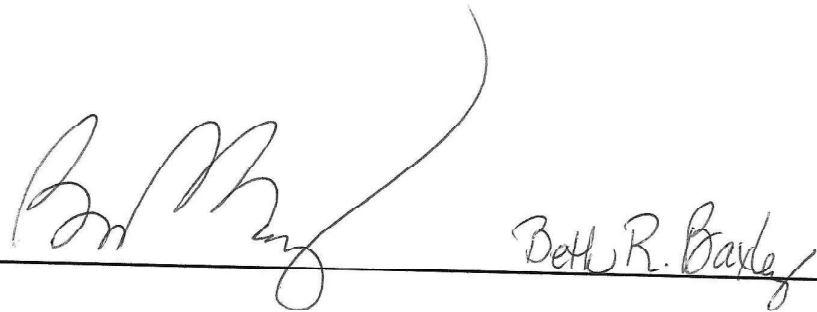
August 14, 2021

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Beth and David Baxley

Address: 4721 Heath Hill Road
Columbia, SC 29206

Signature: _____

A handwritten signature in cursive script, appearing to read "Beth R. Baxley", is written over a horizontal line. The signature is fluid and stylized, with a long, sweeping flourish extending from the end of the name.

August 14, 2021

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Cam and Culver Choate

Address: 4711 Heath Hill Road
Columbia, SC 29206

Signature: Cam & Culver Choate

August 14, 2021

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Pride and Tim Owens

Address: 4712 Heath Hill Road
Columbia, SC 29206

Signature: Pride Edmunds Owens
Timothy B. A

Letter for Speed Bumps

29.b

Meredeth Hewett <mbhew@hotmail.com>

Sat 1/11/2020 2:19 PM

To: Kyle Hewett <hewettkyle@gmail.com>; Meredith Hewett <mbhew@hotmail.com>

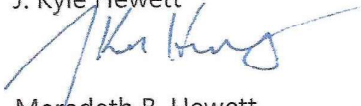
January 3, 2020

City of Columbia

Re: Speed Bumps on Heath Hill Road

This letter serves as an acknowledgement for installing a speed bump in front of and a sign on our property at 4724 Heath Hill Road. We give our permission to place both in the designated positions as presented to us in the attached picture.

J. Kyle Hewett



Meredeth B. Hewett



4724 Heath Hill Road
Columbia, South Carolina 29206

Sent from my iPhone

January 8, 2020

29.b

City Of Columbia

Re: Speed Bumps

Please let this letter serve as my permission to install a speed bump in front of my home at 4765 Heath Hill Road. I acknowledge that this would also include putting a notification sign on my property.

We appreciate the City's efforts in reducing vehicle speeding in our neighborhood.

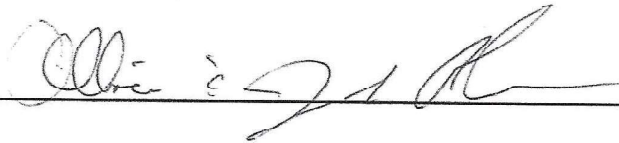
John A. Folsom
4765 Heath Hill Road
Columbia, SC 29206

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Allison and Jason Anders

Address: 4747 Heath Hill Road
Columbia, SC 29206

Signature: _____

A handwritten signature in black ink, appearing to read "Allison & Jason", written over a horizontal line.

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Elaine and Tom Fant

Address: 4756 Heath Hill Road
Columbia, SC 29206

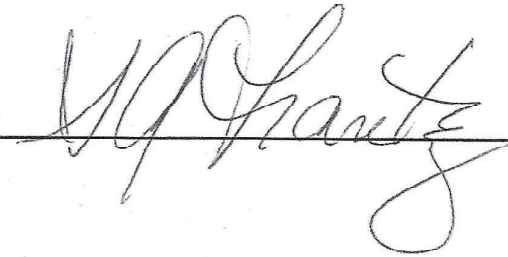
Signature: Elaine J. Fant & Tom Fant

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic.. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Scotty Franz

Address: 4788 Heath Hill Road
Columbia, SC 29206

Signature: _____

A handwritten signature in cursive script, appearing to read 'S. Franz', is written over a horizontal line.

From: Evelyn Knight evelynknight@hotmail.com
 Subject: Re: Heath Hill Speed Bump
 Date: January 11, 2020 at 3:18 PM
 To: mary keenan mkeenan50@bellsouth.net



Hi Mary!

Evelyn Knight
 4766 Heath Hill Rd
 Columbia, SC 2926

I give permission to the City of Columbia to construct a speed bump in front of my residence.
 I also understand that there will be a sign placed in my yard, alerting drivers of the speed bump.

Thanks for all of your work on this!!

Evelyn

Sent from my iPhone

On Jan 8, 2020, at 3:00 PM, mary keenan <mkeenan50@bellsouth.net> wrote:

I continue to be in communication with the City of Columbia about getting speed bump on Heath Hill Road. They could like to place the speed "humps" along the curb in front of your house. In addition to the the bumps, there would be signs posted on either side of the street -indicating the bump. In order to proceed, the city is asking for written permission from each of the four affected homes, of which yours in one. If you agree to the bump and sign, would you please send me an e-mail that includes:

1. Your name
2. Your address
3. Permission for the speed bump to be constructed in front of your home
4. Acknowledgement that you are aware that a sign -alerting drivers of the bump- will be placed in your yard

Once I have this permission e-mail from each of you, I will submit them to the city and they can then present it to City Counsel.

I have received a letter granting permission from the Bowers that is attached. If you are stymied on how to proceed please use this as a template. This is a long process and the sooner we get this permission from each homeowner, it can be presented to City Council.

Thanks.

Please call me or e-mail if you need/want more information. I don't have much more, but happy to share what the liaison from the City of Columbia has sent.

Mary Keenan

November 18, 2019

City Of Columbia

Re: Speed Bumps

Please let this letter serve as my permission to install a speed bump in front of my home at 4779 Heath Hill Road. I acknowledge that this would also include putting a notification sign on my property.

We appreciate the City's efforts in reducing vehicle speeding in our neighborhood.

A handwritten signature in black ink, appearing to read "Robert R. Bowers", followed by a horizontal line.

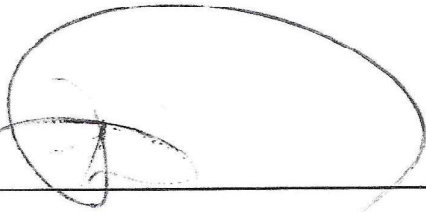
Robert R. Bowers
4779 Heath Hill Road
Columbia, SC 29206

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Mandy and Derek Jakes

Address: 4755 Heath Hill Road
Columbia, SC 29206

Signature: _____

A handwritten signature in black ink, consisting of a large, loopy 'M' and 'D' intertwined, written over a horizontal line.

August 14, 2021

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Ramsey Barr Bokinsky and Graham Bokinsky

Address: 4736 Heath Hill Road
Columbia, SC 29206

Signature: _____

Ramsey Barr Bokinsky

I support adding two speed bumps to Heath Hill Road to assist in slowing traffic. The street has become cut-through between Shady Lane and Quail Lane and as a result, speeding has become an issue.

Name: Jessica Elfenbien and Robert Feinstein

Address. 4794 Heath Hill Road
Columbia, SC 29206

Signature: _____

JEF

8/14/2021

R Feinstein

8/14/2021



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Climate Protection Action Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Transportation Penny Oversight Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Affordable Housing Task Force Report - The Honorable
Tameika Isaac Devine

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** AHTF_MN_09142021 (PDF)



**COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES
TUESDAY, SEPTEMBER 14, 2021**

CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Jeff Armstrong	☒	☐	☐	
Julie Ann Avin	☒	☐	☐	
Reggie Barner	☒	☐	☐	
Sue Berkowitz	☒	☐	☐	
Brenna Bernadin	☐	☒	☐	
Pamela Bynoe-Reed	☒	☐	☐	
Tameika Isaac Devine	☒	☐	☐	
Bryan Grady	☒	☐	☐	
Dylan Gunnels	☒	☐	☐	
Tonya Isaac	☐	☒	☐	
Jeff Larimore	☒	☐	☐	
Ivory Mathews	☒	☐	☐	
Jennifer Moore	☐	☒	☐	
Mary Louise Resch	☒	☐	☐	
Shayla Riley	☒	☐	☐	
Lila Anna Sauls	☐	☒	☐	
Gregory Sprouse	☒	☐	☐	
Allison Terracio	☐	☒	☐	
Regina Williams	☐	☒	☐	
Lester Young	☐	☒	☐	
Jim Zieche	☒	☐	☐	
Chris Zimmer	☒	☐	☐	

Julie Ann Avin, MIRCI introduced Anita Floyd as a new member. Anita is one of the most respected advocates and planners of affordable housing in the Midlands. She has joined MIRCI as the chief operating officer and will be responsible for our housing projects.

Councilwoman Tameika Isaac Devine introduced Brittani Richards as a new member serving as the replacement for Mary Louise Resch. She is the grants manager for Habitat for Humanity.



COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, SEPTEMBER 14, 2021

APPROVAL OF MINUTES

1. Approval of May 11, 2021 Affordable Housing Task Force Meeting Minutes - *Approved*
2. Approval of August 10, 2021 Affordable Housing Task Force Meeting Minutes - *Approved*

Upon a single motion made by Jim Zieche and seconded by Ivory Mathews, taskforce members voted unanimously to approve the May 11, 2021 and August 10, 2021 Affordable Housing Task Force Meeting Minutes.

COMMITTEE DISCUSSION

3. Committee Reports

- *Public Education & Awareness Committee - Ms. Brenna Bernadin, Chair*
- *Partnerships - Ms. Jennifer Moore, Chair*
- *Accessibility - Ms. Julie Ann Avin, Chair*
- *Financing - Mr. Reggie Barner, Chair*
- *Legal & Zoning - Ms. Sue Berkowitz and Ms. Lila Anna Sauls, Co-Chairs*

Councilwoman Tameika Isaac Devine said the bulk of today's discussion will be committee reports and next steps. By December, we need to be recommending the amount of units we would like to see introduced into the market as a benchmark. Then we can make a presentation to city and county councils for next year. We also need a multi-year plan.

Erika Hammond, City Clerk read an email update from Brenna Bernardin, Public Education and Awareness Committee Chair: *The Public Education and Awareness Committee is ready to move forward once the new definition is adopted. Once the description is ready, we will meet again to review the 2-page Task Force fact sheet. For September, we are working with the Partnership Committee on a GoogleDoc with group suggestions for outreach, contact information, and who should make the first contact. We hope to have everything ready for October. If anyone has any ideas for outreach or how we should present the material, feel free to email me, and we will add it to our meeting.*

Bryan Grady, Ph.D., SC Housing said during the last meeting, there was a question of affordable versus attainable. I came up with three options: go with what we previously had subject to changing participate to engage; have the same definition subject to changing affordable to attainable; or decouple the words affordable and attainable and develop multiple definitions for other existing terms such as workforce housing and priority housing.



COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, SEPTEMBER 14, 2021

Upon a motion made by Julie Ann Avin and seconded by Pamela Bynoe-Reed, the task force members voted unanimously to approve the following definition of Affordable Housing:

Affordable housing consists of inclusive, equitable, and safe places to live, for owners and renters, priced such that all Columbians can afford necessities of living and fully engage in our community.

Councilwoman Tameika Isaac Devine asked Dr. Grady if the recommendation is to have the main definition for affordable housing and have the four additional definitions as sub context. I think we should have workforce housing and priority housing spelled out in our documents.

Cindy Herrera, Columbia Housing suggested that a percentage be used for all definitions.

Bryan Grady, Ph.D., SC Housing said the definition we just approved was holistic and I didn't want to deviate dramatically from that.

Jim Zieche, More Justice asked if the greatest need is in priority housing.

Bryan Grady, Ph.D., SC Housing said that would be my conclusion from the available data. There are existing resources that serve higher income levels. The National Housing Trust Fund is the only funding source exclusively for the extremely low income population.

Councilwoman Tameika Isaac Devine said at some point we will have a document with our approved definition of affordable housing, our priorities, and a glossary of terms to include the definitions for priority housing and workforce housing. I will send this to Councilwoman Terracio and I will report out to City Council next week. Then we can move forward with this definition and Brenna and Jennifer can give us a public engagement plan. Melanie Huggins, executive Director for the Richland County Public Library has asked how they can be supportive of our efforts. Our award winning PR department at the City of Columbia will be positioned to help us move forward with getting this definition out. At the next meeting we will have a plan for public engagement. Please email your thoughts to Jennifer and Brenna.

Julie Ann Avin, MIRCI, Accessibility Committee Chair said we are working to formalize a report that we can send to you. We continue to focus on universal design requirements for individuals with disabilities or for people to age in place; enhancing the federal fair housing minimums for ADA compliance; and working with landlords to make units accessible to individuals who were formerly incarcerated.



COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, SEPTEMBER 14, 2021

Councilman Sam Davis said when I worked with the state we tried to intercept the construction process to get commitments from the builders and owners to make sure they met the minimum federal set aside in terms of physical accommodations. That strategy can increase the numbers as they come online.

Councilwoman Tameika Isaac Devine asked if there are models that we need to research regarding housing for those returning from incarceration.

Sue Berkowitz, SC Appleseed Legal Justice Center, Legal & Zoning Committee Chair said an application has been submitted to HUD through 180 Place and other providers for eviction legal assistance. We are waiting to see if the application has been approved. I have been working to help people access rental assistance around the state.

ANNOUNCEMENTS

Jim Zieche, More Justice announced that they are working with Richland County Council to form an affordable housing trust fund. We believe that ARP funds can be used for that purpose.

Councilwoman Tameika Isaac Devine outlined the following next steps:

- Julie Ann Avin will submit a report for the Accessibility Committee.
- Reggie Barner will host a Financing Committee meeting and submit a report.
- Lila Anna Sauls and Sue Berkowitz will host a Legal & Zoning Committee meeting and submit a report.
- Jennifer Moore and Brenna Bernardin will develop our public education, awareness, and outreach plan.
- We will establish goals and recommendations for 2022 in October.
- We will draft a document for the councils to review prior to November.

Ivory Mathews, Columbia Housing thanked all housing ambassadors for supporting and advocating for federal resources for housing during the month of August. Housing has been considered in the reconciliation bill that is being considered by Congress. This week, we started the demolition of Allen Benedict Court. We are also partnering with the State Housing financing agency and Richland County to host an emergency rental assistance funds program on September 15, 2021. Click [here](#) to view “Calling all Landlords in SC!”



COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, SEPTEMBER 14, 2021

Cindy Herrera, Columbia Housing reported that the local fund administered by the State Fiscal Accountability Authority will reach its bond cap and by the end of the year we will not be able to address several projects in our pipeline. Columbia Housing has three priority projects and twelve private sector projects that may not come to fruition. We need assistance with opening discussion on moving bond cap that's sitting with SC Housing to the local fund and advocating for these projects at the local level and for an increase in the per capita bond amount at the federal level.

Councilwoman Tameika Isaac Devine asked City Manager Wilson to discuss this with our lobbyists.

Teresa Wilson, City Manager added that the Turning Leaf Project is expanding to Columbia. It has been a great project to reduce recidivism in Charleston. They are having a grand opening on October 27, 2021. They have a significant strategy to ensure that individuals are able to acclimate to society with wraparound services when they have been formerly incarcerated. One of those services is identifying suitable housing after successfully completing the program. We had a productive conversation with them on yesterday.

Dylan Gunnels said Haven Home is now official. I am available to meet with you, if you have questions about our methodology. We are raising funds to serve as a line of equity and we are on track to start purchasing properties by the beginning of 2022. The Haven Home Market will be held on Saturday, September 18, 2021 at 8:00 a.m. until 12:00 p.m. at Reformation Lutheran Church, 1118 Union St, Columbia, SC 29201.

Councilwoman Tameika Isaac Devine announced that Marcia Fudge, the secretary of HUD recently visited Columbia. One takeaway was her passion for ensuring that HUD is a partner at the state and local levels. She spoke a lot about equity, upgrading facilities, and evictions. I am working to identify a magistrate in Richland County who can help us establish an eviction court. I'll be in Washington, DC this weekend for HUD and congressional meetings to talk about what we are doing here. Please email about the great things you are doing and I will include them in my report. We need resources to continue doing great things. Lastly, Ms. Shropshire, Executive Director of SC Housing has agreed for Dr. Grady to assist us with conducting a housing needs assessment.

Bryan Grady, Ph.D., SC Housing said I have been the lead author of a statewide housing needs assessment, which puts all of the table on the table for policy makers and stakeholders to consider about the state of affordability, housing availability, the number of individuals unable to access affordable housing, challenges, demographics, and more. It helps to inform strategic planning and program design. Click [here](#) to learn more.



**COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES
TUESDAY, SEPTEMBER 14, 2021**

NEXT MEETING DATE

Tuesday, October 12, 2021 at 11:00 a.m.

ADJOURNMENT

The meeting was closed at 11:56 a.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

COVID-19
Redistricting
Bond Court
Business License Model Ordinance



We Are Columbia

MEETING DATE: September 21, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Mutual Aid Agreement with the City of Orangeburg, SC