



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 5, 2017

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, September 5, 2017 at City Hall, Council Chambers, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

CITY COUNCIL DISCUSSION

1. One Columbia for Arts and History Update - Mr. Lee Snelgrove, Executive Director of One Columbia
2. Health Care Discussion - Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc.

EXECUTIVE SESSION

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

*Carolina Water Service
Penn Branch
Bond Hearings and Criminal Procedure*

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

*Homeless Services
Convention Center
Healthcare*



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

*Vista
Parking Agreement
Incentive Criteria*

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

Bennett v. Allman

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. Council is asked to approve the May 9, 2017 and June 20, 2017 City Council Minutes

CONSENT AGENDA ITEMS 8 THROUGH 32

8. Council is asked to approve an Agreement for Professional Services to Advise, Amplify and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of \$83,800.00.

Funding Source: - The original budgeted amount is \$83,800.00.

9. Council is asked to approve a Contract Renewal for Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in an amount not to exceed \$316,764.00. This vendor is located in Graham, NC.



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Funding Source: Fire Suppression-Safety Clothing and Supplies; 1012303-625900. The original budgeted amount is \$316,764.00.

10. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2017/2018, as requested by the 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.

Funding Source: Fire Department - Maintenance & Service Contract;1012303-638200. The original budgeted amount is \$129,600.00.

11. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2017/2018, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of \$295,350.00. This vendor is located in Blythewood, SC.

Funding Source: Police Department - Other Lease/Rental;1012402 -636500. The original budgeted amount is \$295,350.00.

12. Council is asked to ratify the approval of a Contract Renewal for Records Management Software Maintenance and Services for Fiscal Year 2017/2018, as requested by the Police Department. Award to Tritech Software Systems in an amount not to exceed \$178,150.58. This firm is located in San Diego, CA.

Funding Source: Police Administrative Services- Maintenance and Service Contract;1012402 - 638200.The original budgeted amount is \$178,150.58.

13. Council is asked to approve the Purchase of seventy-five (75) Body Armor Jackets, as requested by the Police Department. Award to Lawmen's using the SC State Contract in the amount of \$59,535.00. This vendor is located in Columbia, SC.

Funding Source: Police Department – Uniforms and Clothing;1012402 –624100. The original budgeted amount is \$59,535.00.

14. Council is asked to approve the Kronos Support Services Renewal, as requested by the Information Technology Department. Award to Kronos Incorporated, in the amount of \$80,510.49. This vendor is located in Chelmsford, MA.

Funding Source: General Admin Information Tech- Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$80,510.49.



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15. Council is asked to approve the Purchase of the Annual Licenses for Banner CIS Utility Billing Software, as requested by the Budget and Program Management Office. Award to Hansen Technologies in the amount of \$116,723.20. This vendor is located in Columbia, SC.

Funding Source: General Admin Information Tech- Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$150,000.00.

16. Council is asked to approve a Contract Renewal for Oracle Support Services for Fiscal Year 2017/2018, as requested by the Information Technology Services Department. Award to Mythics, Inc., in the amount of \$179,862.92. This firm is located in Virginia Beach, VA.

Funding Source: Information Technology: Maintenance and Service Contract; 1011120- 638200. The original budgeted amount is \$179,862.92.

17. Council is asked to approve the Annual Drinking Water Fee, as requested by Columbia Water. Award to SC DHEC in the amount of \$58,002.00.

These fees were included in the FY 17-18 Budget. Allocation of funds will be split 50/50 between 5516206 and 5516207. The original budgeted amount is \$86,000.00.

18. Council is asked to approve the Purchase of seven (7) Ford F-250 Vehicles, as requested by Columbia Water. Awarded to Vic Bailey Ford, using the SC State Contract in the amount of \$206,626.00. This vendor is located in Spartanburg, SC.

Funding Source: Water Distribution and Maintenance-Auto Trucks, Heavy Equipment Capital; 5516203-658500. The original budgeted amount is \$206,626.00.

19. Council is asked to approve the Purchase of Morris Pumps, Parts and Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Heyward Services, Inc. as a Sole Source in the amount of \$50,000.00. This vendor is located in Charlotte, NC.

Funding Source: Utilities Metro Wastewater Plant: Small Hand Tools and Other Equipment; 5516208-623100. The original budgeted amount is \$50,000.00.

20. Council is asked to approve the Purchase of Allen-Bradley Controls, Drives and Rockwell Software, Parts and Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Englewood Electric Supply, as a Sole Source in the amount of \$80,000.00. This vendor is located in West Columbia, SC.



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Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208- 658300. The original budgeted amount is \$80,000.00.

21. Council is asked to approve the Purchase of Parts and Services for the Separation System at the Metro Wastewater Plant, as requested by Columbia Water. Award to JWC Environmental, as a sole source in an amount not to exceed \$93,000.00. This vendor is located in Los Angeles, CA.

Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208-658300. The original budgeted amount is \$93,000.00.

22. Council is asked to approve the Purchase of Pump 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 \$146,000.00. This vendor is located in Sanford, NC.

Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208- 658300. The original budgeted amount is \$146,000.00.

23. Council is asked to approve Project SR8047; Bank Restoration for Pinner Road as requested by Columbia Water. Award to LAD Corporation, a Woman Owned Business Enterprise and a Local Business Enterprise, using the SC State Contract in an amount not to exceed \$79,695.00. LAD Corporation is located in Swansea, SC.

Funding Source Capital Improvement Project Cost 5549999-658650. The original budgeted amount is \$81,235.00.

24. Council is asked to approve the Purchase of Water Meters, as requested by Columbia Water. Awarded to Mueller Systems, LLC of Cleveland, NC in the amount of \$509,407.76 and Badger Meter, Inc. of Milwaukee, WI in the amount of \$100,782.00 for a total amount of \$659,004.94.

Funding Source: Water Distribution & Maintenance - Meters, Parts, and Supplies 5516203 - 625600. The original budgeted amount is \$850,000.00.

25. Council is asked to approve a Contract Extension for Water and Wastewater Chemicals, as requested by Columbia Water. Award to the lowest bidders of each lot in an amount not to exceed \$861,385.00.

Funding Sources: Utilities Columbia Canal WTP-Chemicals 5516206-624800, Utilities Lake Murray WTP-Chemicals 5516207-624800 and Utilities Metro Wastewater Plant - Chemicals 5516208-624800. The original budgeted amount is \$861,385.00.



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26. Council is asked to approve Contract Amendment #5 for Project SS723618; Consent Decree Program Management Services for Fiscal Year 2017/2018, as requested by Columbia Water. Award to CDM Smith in the amount of \$5,300,000.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS723601-658650 and 5529999-SS728601-658650. The original budgeted amount is \$5,300,000.00.

The following sub-consultants will provide additional services:

Grice Consulting, Group, LLC, a Minority Business Enterprise of Columbia, SC will provide document control support services at \$341,684.00 (6.5%) of the contract value.

DESA, Incorporated a Small, Minority, Woman Owned Business Enterprise of Columbia, SC will provide public outreach, construction inspection and document control support services at \$251,520.00 (4.7%) of the contract value.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide CMMS Implementation and support services at \$207,900.00 (3.9%) of the contract value.

Comprehensive Business Consultants, a Small, Minority, Woman Owned Business Enterprise of Columbia, SC will provide program control analyst services at \$167,800.00 (3.2%) of the contract value.

Civil Engineering Consulting Services, Incorporated, a Woman Owned Business Enterprise of Columbia, SC will provide utility coordination, subsurface utility engineering, construction inspection and project management services at \$272,096.00 (5.1%) of the contract value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide construction management review and inspection services at \$110,500.00 (2.1%) of the contract value.

27. Resolution No.: R-2017-059 - Authorizing consumption of beer and wine only at Soda City Antique & Vintage Show on Saturday, November 4, 2017 with a rain contingency of Saturday, November 11, 2017
28. Resolution No.: R-2017-076 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Thursday, September 28, 2017
29. Resolution No.: R-2017-079 - Authorizing consumption of beer and wine only at the Dinner on Main Street on October 8, 2017
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- 30. Resolution No.: R-2017-080 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 19, 2017 with a rain contingency of November 26, 2017
 - 31. Resolution No.: R-2017-084 - Authorizing consumption of beer and wine beverages only within the Amphitheater and adjacent grass field areas of Finlay Park for the New Wine 10K on Saturday, December 16, 2017
 - 32. Resolution No.: R-2017-088 Amending Resolution No.: R-2017-025 Amending Resolution No.: R-2017-025 - Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2017 on Main Street on Friday October 20, 2017 and Saturday, October 21, 2017 to change the closing time of the half block area of the 1200 block of Main Street on Friday, October 20, 2017 for stage set up and sound check for the evening concert

PRESENTATIONS

- 33. August 2017 Employee of the Month - Ms. Pamela Benjamin, Director of Human Resources

Ms. Charlene Harvey, Human Resources Specialist
 - 34. Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ended June 30, 2016 - Ms. Jennifer Broughton, Past President of the Government Finance Officers Association of South Carolina
 - 35. Recognition of Ms. Kiara Hayes as the National Bronze Medal Winner of the NAACP ACT-SO Olympics - The Honorable Mayor Stephen K. Benjamin
 - 36. Laura Spong Day Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 37. Diaper Need Awareness Week Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 38. Kinship Care Month Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 39. Supporting the Goals of Solarize South Carolina Day Proclamation - The Honorable Mayor Stephen K. Benjamin
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40. Annual Cross Cultural Conference - Mr. James Starnes, President of The Action Council for Cross-Cultural Mental Health & Human Services, Inc.

SIDEWALK VENDING PUBLIC HEARING - ORDINANCE FIRST READING

41. Ordinance No.: 2017-067 - Granting a Franchise to Mark 8:36 LLC dba Chick-Fil-A at Five Points for operation of a stationary sidewalk vending cart at the northeast corner of Main Street and Lady Street

ORDINANCES - FIRST READING

42. Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC

First reading approval was given on September 5, 2017.

43. Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10

First reading approval was given on September 5, 2017.

ORDINANCE - SECOND READING

44. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS # 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)

Ordinance No.: 2017-068 - Annexing 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, Richland County TMS# 28900-01-11 (p), 28900-01-10 (p) and 28900-01-09(p)

Council District:4

Proposal:Request to annex, assign interim land use classification of Urban Edge Residential-Large Lot (UER-2), and assign interim zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PDD) by Richland County.

Applicant:Woodcreek Development, LLC

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



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PC Recommendation: 07/18/17: Annex, Assign Interim Land Use and Interim Zoning; Approval (9-0)

First reading approval was given on August 15, 2017.

STAFF REPORT

45. Homeless Services - Ms. Melisa Caughman, Budget and Program Management Director

RESOLUTIONS

46. Resolution No.: R-2017-050 - Authorizing the City Manager to execute a Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2017-2018

Funding Source: Homeless Services; 1018410

47. Resolution No.: R-2017-070 - Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands

Funding Source: Homeless Services; 1018410

48. Resolution No.: R-2017-071 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2017-2018

Funding Source: Homeless Services; 1018410

49. Resolution No.: R-2017-073 - Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center

Funding Source: Homeless Services; 1018410

50. Resolution No.: R-2017-052 - Adopting a City Street and City Facilities Naming Policy

51. Resolution No.: R-2017-087 - Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03

Funding Source: 5310000-150100. The original budgeted amount is \$772,100.00



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OTHER MATTERS

52. Council is asked to approve the installation of additional street lighting on Eureka Street and the Highland Park Neighborhood, as requested by the Traffic Engineering Division.
53. Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Mr. Matthew Koleske doing business as SC Pedal Parlor, LLC located 2077 Pavilion Tower Circle, Columbia, SC 29201.

The applicant is planning to place one (1) pedicab into service and will add additional pedicabs at a later date.

54. Council is asked to allocate up to \$250,000 from Liquor Rebate funds for eligible capital expenses for the Hyatt Park Improvement Project.

Funding Source: Liquor Rebate

APPOINTMENTS

55. Council is asked to approve the appointment of two (2) individuals to the Board of Zoning Appeals.
56. Council is asked to approve the appointment of one (1) individual and to consider the re-appointment of one (1) individual to the Columbia Housing Authority Commission.
57. Council is asked to approve the appointment of one (1) individual to the Columbia Tree & Appearance Commission.
58. Council is asked to approve the appointment of one (1) individual to the Parks and Recreation Foundation.
59. Council is asked to approve the appointment / re-appointment of one (1) individual to the Planning Commission.
60. Council is asked to approve the appointment of one (1) individual to the Richland County Board of Assessment Appeals.
61. Council is asked to approve the appointment of one (1) individual to the Riverbanks Park Commission.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION



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CITY COUNCIL COMMITTEE REPORTS / REFERRALS

62. Council is asked to refer to the Administrative Policy Committee the consideration of limiting the number of races that occur annually within a neighborhood and requiring race organizers to notify neighborhoods of scheduled races, as requested by The Honorable Tameika Isaac Devine.

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: One Columbia for Arts and History Update - Mr. Lee Snelgrove, Executive Director of One Columbia

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** WrittenReport_August 2017 (PDF)
- **#b:** AnnualPresentation_WorkSession_090517 (PDF)



Report on One Columbia Activities

August 2017

Maintain a comprehensive calendar and amplify cultural events through marketing.

- There are 326 registered organizations on the One Columbia website with an average of around 150 active events at any given time. The One Columbia online calendar experiences an average of 3,000 sessions per month and the weekly email is delivered to nearly 9,000 people weekly.
- The website onecolumbiasc.com was recently migrated to Wordpress improving the ease of event submissions and increasing the number of events listed on the home page.
- One Columbia was represented on the Total Solar Eclipse Weekend advisory committee facilitating the creation of programming by arts organizations to enhance the offerings for the weekend and advising on the collaborative marketing of the City of Columbia to visitors.

Develop arts audiences through programs that engage the community and provide access to new arts experiences.

- One Columbia facilitated projects by Ed Madden, the City of Columbia Poet Laureate, including a second iteration of Poetry on the COMET, poems presented on screen during the 2017 Indie Grits Film Festival featuring work by Latinx poets, and an April Fool's Day project of parking-themed poetry printed on spoof parking tickets.
- In partnership with the Richland Library and the Jasper Project, One Columbia released the fourth volume of *Fall Lines*, a free literary journal featuring poetry, flash fiction, short stories and nonfiction by South Carolina-based authors.
- One Columbia, the Richland Library and the Jasper Project again collaborated to feature a selection as community reading initiative called One Book, One Community. The 2017 selection was *Grant Park* by Pulitzer Prize winning journalist Leonard Pitts, Jr. Mr. Pitts, who visited Columbia for an author event on February 26, 2017.
- With support from the City of Columbia and a grant from the Knight Foundation via the Central Carolina Community Foundation, One Columbia is embarking on the development of a cultural plan rooted in cultural equity to create access to arts and cultural offerings for all citizens, and to identify key strategies for the long-term success of the arts community. This plan is expected to be finalized in 2018 and will correspond to the city's Comprehensive Planning process.

Conduct public art initiatives.

- One Columbia will have facilitated 16 new public art projects in 2017 by the end of September.
- Artist Cedric Umoja, along with collaborators Brandon Donahue and Karl Zurfluh partnered with One Columbia to revitalize an unfinished mural on Millwood Avenue with community participation by the Lyon Street Neighborhood Association.
- As a pilot of a potential new program by One Columbia, a mural was commissioned for the Columbia Bethlehem Community Center. Ariel Flowers is a young emerging artist that worked with professional muralist John Hairston to learn skills to be further developed into community mural painting. And, the mural has enhanced the physical appearance of the center and thematically connects with their mission of service to their surrounding community.

- Leadership Columbia partnered with One Columbia to create murals as part of their LC17 Class Project to beautify and enhance the entrance to the Lincoln Street Tunnel. This collaboration resulted in four new murals, two by professional Columbia-based artists.
- The Vista Guild worked with One Columbia and the Public Art Selection Committee to commission a sculpture titled *Body in Spirit* by Jerome Meadows that was installed across from the Lincoln Street Tunnel entrance on the corner of Lincoln and Lady Street. The Vista Guild provided funds for the sculpture and One Columbia coordinated identification and installation.
- The City of Columbia Parking Services and One Columbia partnered to complete two new murals on parking garages. Artist Alex Rusnak painted a mural titled *Dum Spiro Spero* on the Sumter Street side of the Cannon Parking Garage, funded by the City of Columbia. And, in partnership with Indie Grits, One Columbia commissioned the MILAGROS Collective to install a mural in the 2017 Indie Grits theme of *Visiones* on the Taylor Street Garage at the corner of Taylor and Assembly Streets.
- One Columbia's partnership with the Richland Library continues to result in new pieces of public art throughout the Midlands as more renovated libraries reopen. In 2017, the locations of Sandhills, Ballentine, Blythewood and Cooper have reopened featuring six unique pieces of public art that all had input by community members that utilize each of those branches.
- In partnership with the Vista Guild, One Columbia commissioned a mural by internationally recognized artist (and Columbia native) Osamu Kobayashi at 808 Lady Street.
- One Columbia facilitated a second yarnbombing of the 1500 and 1600 blocks of Main Street through August and September with Bohumila Augustinova and a team of knitters and crocheters. The project covered lampposts, bike racks, trees, and other fixtures with colorful yarn in the theme of the total eclipse.
- One Columbia has facilitated the installation of a mural on the side of Pecknel Music in Five Points that was developed as a collaboration among Drip Coffee (Sean McCrossin), the Five Points Association and Pecknel Music. Artist Chad Brady is expected to complete the large-scale mural by the middle of September 2017.
- Through an unprecedented partnership, One Columbia has worked with What's Next Midlands, and partners including the City of Columbia, the City of Cayce, the City of West Columbia, The Vista Guild, EdVenture, the SC State Museum, Richland County, Nephron Pharmaceuticals, and BlueCross BlueShield of SC to develop Southern Lights. This ambitious and large-scale sculptural laser installation will be completed in 2018, but a preview was held in conjunction with Total Solar Eclipse Weekend. The project will be one of only two installations of its kind in the world and will connect the Midlands through the power of innovative art for years to come.
- More projects are forthcoming including completion of a second part of a mosaic on an exterior wall of Transitions in partnership with City Center Partnership, more projects at Richland Library locations, and some new pieces as part of forthcoming private developments.

Promote the City through participation in national celebrations of the arts.

- For the third year, One Columbia has coordinated Make Music Columbia on June 21st. This year featured 42 participating artists and 20 performance locations with 37 unique performances. There were also three "mass appeals" on the First Citizens greenspace, which featured public participation in learning to play harmonica (distributed 50 free harmonicas), ukulele and bucket drumming. The Mayor also proclaimed June as Columbia Music Month in honor of all the various musical events that take place in Columbia, such as the Savvy Artist Venture Challenge and Chamber Competition, the Southern Guitar Festival, Southeastern Piano Festival and International Make Music Day.
- Through a partnership with the SC Arts Commission and the Richland Library, One Columbia now facilitates the annual Poetry Out Loud recitation contest for high school students from all over the Midlands of South Carolina.

Encourage development of busking and street performance and other methods for making Columbia more a more livable and creative destination.

- One Columbia is again a lead organization in planning Park(ing) Day in partnership with the City of Columbia Planning Department. This year, through a partnership with the Central Carolina Community Foundation and the Knight Foundation, One Columbia has been able to offer mini-grants to participating organizations to offset the cost of materials.
- One Columbia organized the painting of crosswalks at the intersection of Main and Taylor Streets for Indie Grits as well as on Lady Street into the Vista and the corner of Lincoln and Senate Streets for Artista Vista. The project strives to make the city more pedestrian friendly and engages visitors to the city through creative placemaking.
- One Columbia continues to promote busking as a form of public art that creates a unique sense of vitality in the city in accordance with the City's Busking Ordinance (2012-057). The organization tracks busker license registrations and provides opportunities for busking in each of the city's hospitality districts.
- One Columbia has been an active participant in the Livability Workgroup of the Midlands Business Leadership Group in partnership with EngenuitySC. This group is charged with identifying and implementing ways to increase the livability index of competitiveness associated with EngenuitySC's annual Midlands Competitiveness Report.

Facilitate inclusive thematic celebrations of Columbia's creativity and history.

- As part of a collaboration with the Columbia Design League, One Columbia has facilitated a process for identifying potential designs for a new flag of Columbia to better represent the citizens through a shared identity. The process involved collecting 547 publicly submitted designs, engaging flag design experts, and soliciting public input garnering over 7,000 responses.

Manage the Gallery at City Hall.

- One Columbia has coordinated Gallery at City Hall shows including exhibits by the Gills Creek Watershed Association, 701 Center for Contemporary Art, and the Confederate Relic Room and Military Museum. Upcoming exhibits include a photography exhibit in partnership with the Columbia Museum of Art and a 701 CCA Open Studios preview.

Provide meeting space and services for artists and arts organizations.

- One Columbia is seeking nominations for this year's recipient of the 2017 Stephen G. Morrison Visionary Award. Past recipients include Terrance Henderson, William Starrett and Satch Krantz.
- The One Columbia office continues to be a hub of resources for both emerging and established arts groups in need of meeting space, printing services, primary mailing address, notary public services and other resources.

Conduct data collection for an economic impact study of the arts.

- One Columbia and the Americans for the Arts completed data collection and produced the report *Arts and Economic Prosperity 5*, which was publicly released in June 2017. This economic impact report outlines details about audience spending and organizational revenue of the arts community in the greater Columbia metro area.



ANNUAL UPDATE

MISSION

TO ADVISE, AMPLIFY AND ADVOCATE FOR STRENGTHENING AND UNIFYING THE ARTS AND HISTORY COMMUNITY BY SUPPORTING ARTS AND HISTORIC PRESERVATION TOURISM, PROMOTING COLLABORATION, COORDINATING BROAD MARKETING, AND CELEBRATING THE ROLE OF ARTS AND HISTORY IN THIS COMMUNITY

DISTINCTIVE CULTURE

“A PLACE WITHOUT A DISTINCTIVE CULTURAL AURA IS MUCH LESS APT TO LAND ON VISITORS’ ITINERARIES THAN THOSE WITH SUCH AMENITIES. THERE IS NO EASY WAY OF ACCOUNTING FOR THIS ECONOMIC IMPACT, BEYOND AFFIRMING THAT TOURISM, A FORM OF DIRECT PARTICIPATORY EXPERIENCE, IS ONE OF THE WORLD’S LARGEST INDUSTRIES AND IS CLOSELY TIED TO CREATIVE DESTINATIONS.”

From “Creative Placemaking”, A white paper for The Mayors’ Institute on City Design, a leadership initiative of the National Endowment for the Arts in partnership with the United States Conference of Mayors and American Architectural Foundation.

PUBLIC ART

NEW PIECES OF PUBLIC ART

16





ATTORNEYS
LEWIS, EADON,
ISGETON, POPWELL,
& COWENS, PA

WELCOME
to the
NEIGHBORHOOD













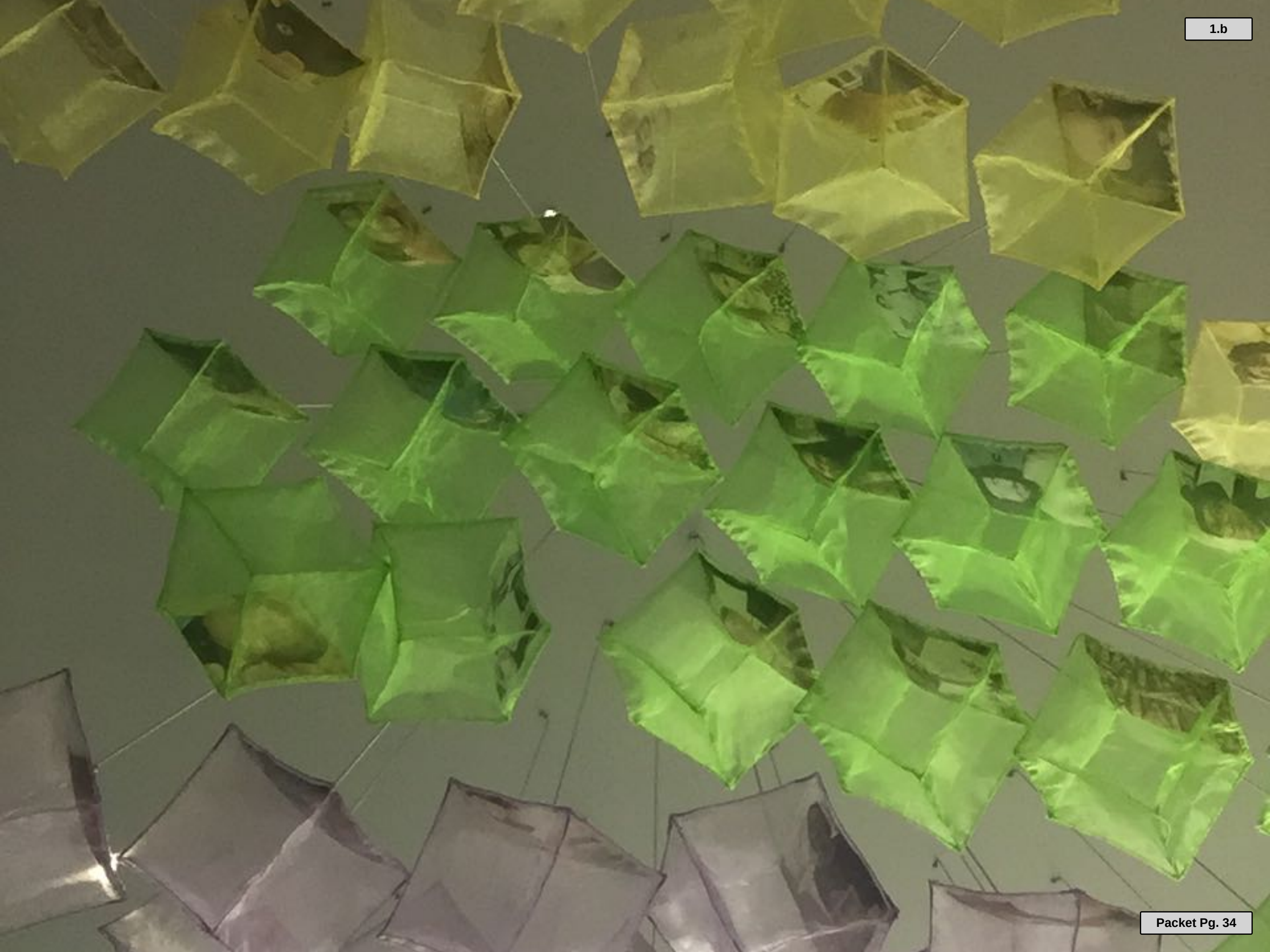










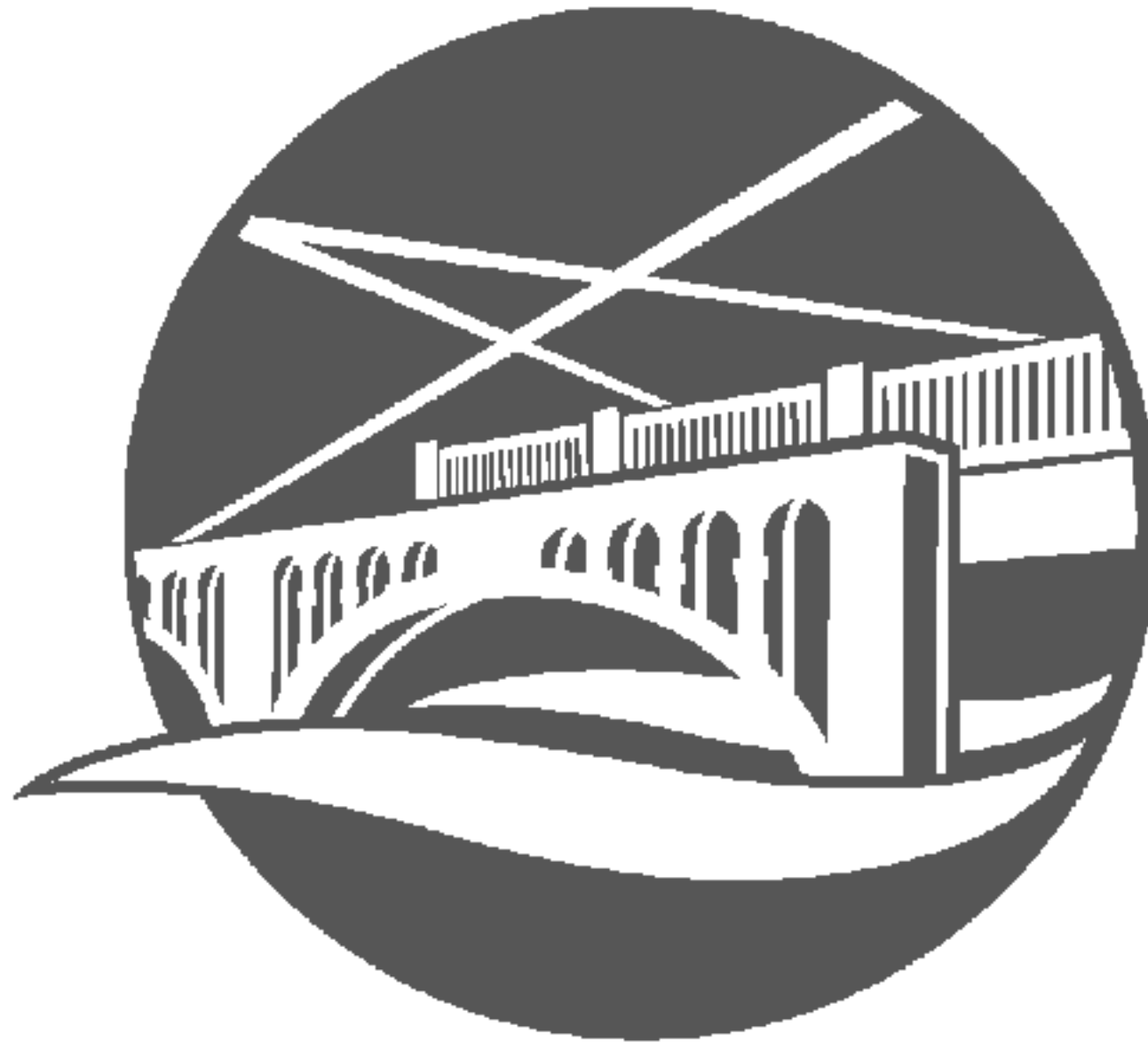










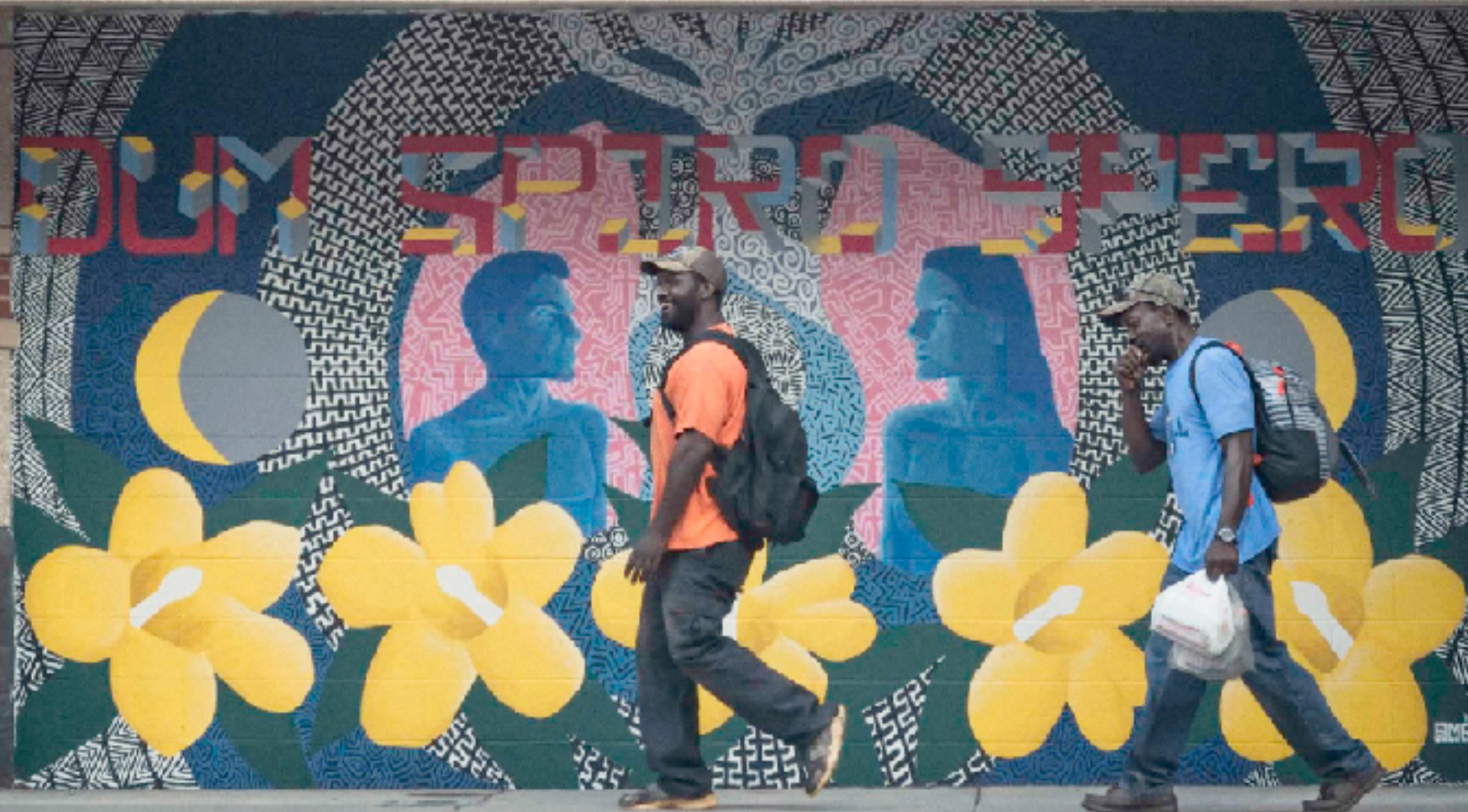


SOUTHERN LIGHTS



columbia's free weekly freetimes

June 7-13, 2017
free-times.com



The Process

Public Art is Surging
in the Capital City p. 12

TOUR of HOMES
Housing Solutions for All

Tour of Homes 2017
starts this weekend
p. 28



It's time to vote for
Best of Columbia
p. 16

CREATIVE PLACEMAKING







1.b







Dock

Desmond Hamilton

**On a dock a quiet figure sits
as aimless day descends to humid dusk.
The fish don't bite, but still, the time's well spent
as the drifting current presses on.**



City of Columbia Poet Laureate

POETRY PROJECT



2348665187695

TITLE: Downward Facing Car

We three kids stuck in the back
Of a Pontiac on a 12-hour drive
Learned to survive by being
Flexible, conforming to the hump
Of the driveshaft or bending
To nest a sweaty head into
The crook of a sibling's neck.
We curled, crouched, contorted,
Stretched like yogis negotiating
Space as though our joints were
Universal, and as boredom set in
We twisted into an unconscious
Knot, puzzle of dreams, *Om*
Of forehead on cool auto-glass

Author: BRIAN SLUSHER
Issued: April 1, 2017

ENJOY THIS SMALL POEM

COLUMBIAPOET.ORG
#columbiapoet #parkingpoems



City of Columbia Poet Laureate

POETRY PROJECT



2348665187695

TITLE: Upon Reflection

In the parking lot of Sears
(I still want to say and Roebuck)
walking to my pragmatic van
I paused to watch a crow
stalking around a Mercedes Benz
attacking his own fierce visage
in each shining hubcap.

Author: DALE BAILES
Issued: April 1, 2017

ENJOY THIS SMALL POEM

COLUMBIAPOET.ORG
#columbiapoet #parkingpoems



City of Columbia Poet Laureate

POETRY PROJECT



2348665187695

TITLE: Riding

We flow through with tinted,
rolled down windows low riding
past Maxey Park with Ranchero
and Hip Hop beating to hydraulics
- the '76 Buick Regal bouncing
as we cruise through the 'hood.
We ain't bad blood, just kids.
Chicano and proud. Grrrls.
Chulas with long jet black hair
and aviator shades that flesh
against tight white tank tops.
Our elbows bronze knuckles
adorning the car's window sills
while we be busy being cool.

Author: VERA GÓMEZ
Issued: April 1, 2017

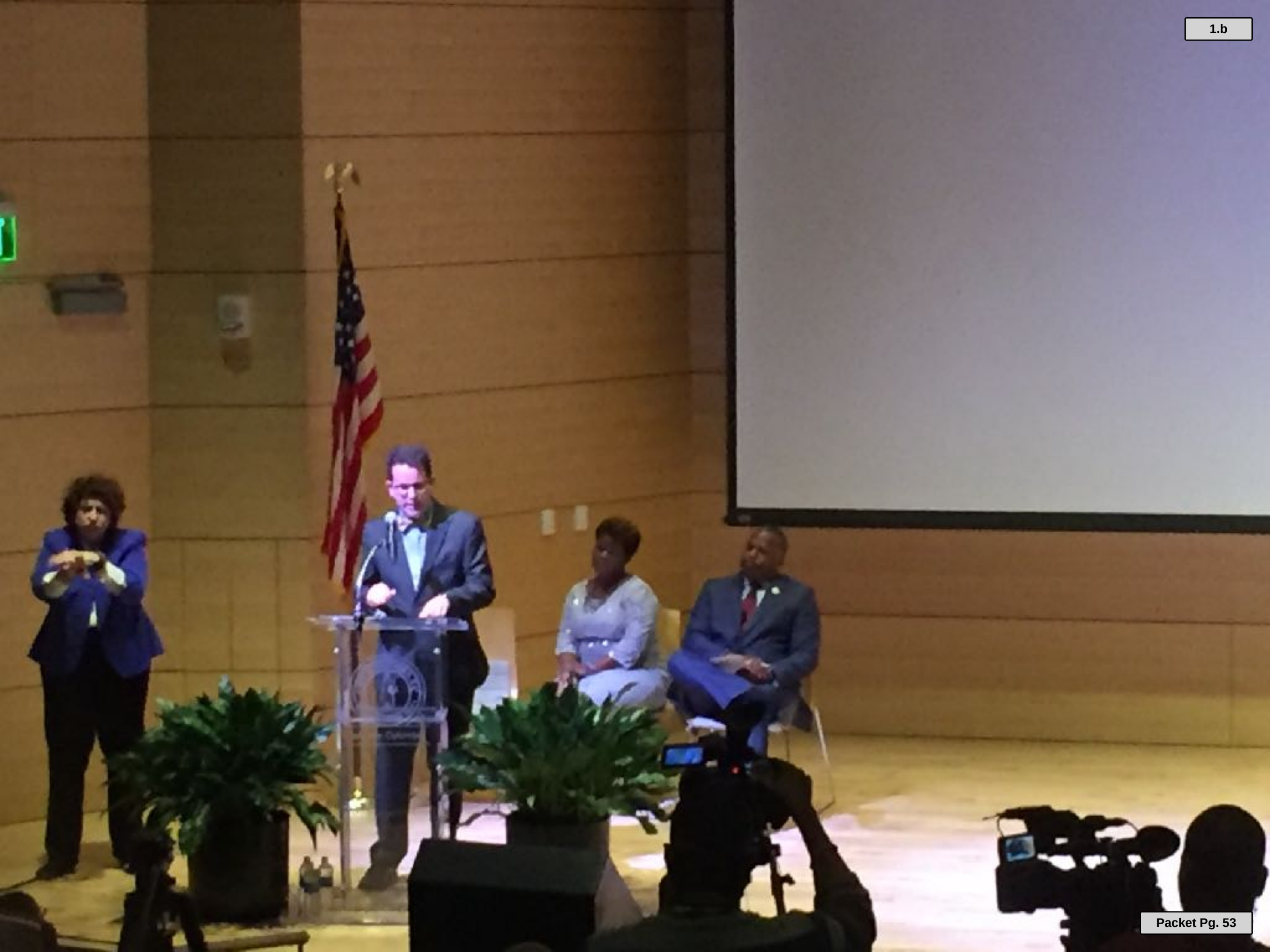
ENJOY THIS SMALL POEM

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PROMOTING THE ARTS COMMUNITY







DREAM/SUEÑA —

**My mother's tongue-tied English
entwined s-h-'es with shurch and shicken.
A mezcla of border crossing from brown to white
and back again like the up and down
of Catholic masses or pachucos lowriding.
This world steals me from her, her Spanish face
y India ways. Once she said: "Creer en la Virgen,
estas en America! Sueña miya sueña!"**

BY VERA GÓMEZ

Greenville, SC



FACILITATION

INSPIRING
STUDENTS



POETRY
OUT LOUD



GIRLS
ROCK

Columbia ♪

*fall
lines*

A LITERARY CONVERGENCE



LONGEST TOTAL ECLIPSE ON THE EAST COAST

Columbia, SC

**TOTAL
ECLIPSE**

W E E K E N D

8.21.17

ECONOMIC IMPACT





ARTS &

ECONOMIC PROSPERITY 5

THE ECONOMIC IMPACT OF NONPROFIT ARTS & CULTURAL ORGANIZATIONS & THEIR AUDIENCES





STATEMENT ON

CULTURAL EQUITY



ANNUAL UPDATE



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Health Care Discussion - Mr. Kevin Bryant, Resident Manager
Director of the South Carolina operations for AON Risk
Services South, Inc.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Aon City of Columbia Plan Change Options 9.4.2017 (PDF)
- **#b:** City of Columbia OPEB Sept 5th mtg (PDF)



Plan Changes & Contribution Strategies Executive Summary

City of Columbia, SC

September 5, 2017

Renewal Date: January 1, 2018

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Plan Changes

- Prospective Changes
 - Medical
 - Rx
 - Year One - Recommended for 2018
 - Year Two & Three – 2019 through 2020
-

Section 2

Contribution Strategies

- Active Population
 - Retiree Population
 - Salary Banding
-



Plan Changes

- Prospective Changes
 - Medical
 - Rx
- Year One - Recommended for 2018
- Year Two & Three – 2019 through 2020

Plan Changes

Plan Change Overview

The City of Columbia offers three plans, all with available HRA funding and with typical PPO plan design components. The offering includes a Base plan with lowest benefit reimbursement, Core plan the middle reimbursement level and the Buy-Up plan with the highest.

Comparing to the metal values according to the Affordable Care Act, as the plans are currently positioned they represent a platinum, next a high gold and a mid level gold plan. Aon's recommendation is to take a 3 year approach to increase the differentials between plans with the goal to end with a high bronze, middle silver and middle gold as options.

While changes can be accomplished all within one plan year, the disruption to employees and their dependents will be substantial creating significant budget problems for many with ongoing health concerns. Creating a strategy of changes over several years will begin to correct the differentials and allow employees to adjust to potential personal budgeting issues in smaller steps.

Value of Changes

All potential changes together are valued at \$488,587, approximately 1.4% of total projected claims for 2018. While plan adjustments are an important part of plan management, plan changes alone do not provide meaningful savings from year to year. Proper differentials between plans coupled with appropriate variances between plan contributions create the best multi-plan offering giving employees real choices to best fit their needs.

Potential Changes

Base Plan – Goal is to create a true Bronze level plan. This would be considered the budget plan that can fit into any budget of any employee. Along with the highest deductibles, out of pockets and copays this plan will have the lowest contribution. The healthiest employees will choose this plan which will help to keep the cost low. It will also attract younger employees who perceive they have little need for coverage.

Core Plan – Goal is to create a middle Silver level plan. With mid-level deductibles, out of pocket and copays this plan will suit many employee budgets and be attractive to those who have families and minimal health needs but do have periodic need for health care. The contribution should reflect the higher level of coverage.

Buy-Up Plan – Goal is to create a middle Gold level plan. With the lowest deductibles, out of pocket and copays, this plan will attract those with significant health concerns, a trend currently proven in claims experience.

Plan Changes

Potential Changes . . . continued

All plans should see a rise in deductible and out of pocket. Additional changes in year two will be to increase copays for Rx and office visits. Moving to increased consumerism is a goal for the third year by removing the Rx and office visit copays in the Base (bronze) plan making it eligible for employees to open a health savings account in lieu of the HRA contribution.

Year One

Year One changes will have the most dramatic impact on costs of all three plan year changes. The combined changes for increasing the deductible, out of pocket and adding a specialty drug copay for all plans is approximately \$372,716.

Year One	Base Current	Base New	Core Current	Core New	Buy-up Current	Buy-Up New
Deductible <i>Individual / Family</i>	\$2,000 / \$4,000	\$3,000 / 6,000	\$1,250 / \$2,500	\$2,000 / \$4,000	\$750 / \$1,500	\$1,000 / \$2,000
Out of Pocket <i>Individual / Family</i>	\$7,000 / 14,000	\$7,150 / \$14,300	\$5,750 / \$11,500	\$6,500 / \$13,000	\$4,000 / \$8,000	\$4,250 / \$8,250
Rx <i>Specialty Drugs</i>	\$60	\$145	\$50	\$135	\$50	\$125

Plan Changes

Year Two

Year Two proposes a change in office visit and Rx copays plus, how Rx categories are described. Rx categories describing drugs as generic, preferred and non-preferred are not up to date with current pharmaceutical manufacturer practices. Many generic drugs have become more costly than some preferred brand name drugs as a result of acquisition of many generic manufacturers by larger companies. When a market is consolidated, generic cost can escalate above other brand options. Tiering allows the Pharmaceutical Benefit Managers (PBMs) to categorize drugs by cost and promote favorable health outcomes by managing the tiers. There is no current value, but as more employees utilize lower cost drugs in lower tiers, cost for Rx will be impacted.

Year Two	Base Current	Base New	Core Current	Core New	Buy-up Current	Buy-Up New
Office Visit Copays						
<i>PCP</i>	\$35	\$50	\$30	\$40	\$25	\$30
<i>Specialist</i>	\$45	\$60	\$40	\$50	\$35	\$40
Rx Categories	Generic Preferred Non-Preferred	Tier 1 Tier 2 Tier 3	Generic Preferred Non-Preferred	Tier 1 Tier 2 Tier 3	Generic Preferred Non-Preferred	Tier 1 Tier 2 Tier 3
Rx Copays						
<i>Tier 1</i>	\$10	\$10	\$10	\$10	\$10	\$10
<i>Tier 2</i>	\$40	\$50	\$30	\$45	\$30	\$40
<i>Tier 3</i>	\$60	\$70	\$50	\$65	\$50	\$60

Plan Changes

Year Three

Year Three proposes a small change in out of pocket expenses to keep up with medical trend. Additional savings can be accomplished by changing the Base (bronze) plan to a consumer driven health plan that has no copays for office visits or Rx. To keep this plan attractive and maintain it's lower cost, it is suggested that it follow regulations for HSA plans and allow for the City to exchange HRA contributions to HSA contributions.

Year Three	Base Current	Base New	Core Current	Core New	Buy-up Current	Buy-Up New
Out of Pocket <i>Individual / Family</i>	\$7,150 / \$14,300	Raise to new ACA max	\$6,500 / \$13,000	Raise by \$500 / \$1,000	\$4,250 / \$8,250	Raise by \$500 / \$1,000
Office Visit Copays <i>PCP</i> <i>Specialist</i>	\$50 \$60	Ded then % Ded then %	\$40 \$50	No Change	\$30 \$40	No Change
Rx <i>Tier 1</i> <i>Tier 2</i> <i>Tier 3</i>	\$10 \$50 \$70	Ded then % Ded then % Ded then %	\$10 \$45 \$65	No Change	\$10 \$40 \$60	No Change

Plan Changes

City of Columbia - 2018 Possible Plan Design Changes

as of 9/1/2017

Effective January 1, 2018

Effective January 1, 2018	Base Plan Current		Base Plan Proposed		Proposed Values / Savings	
Benefit	IN	OOD	IN	OOD	AV % Value	AV Savings
Annual ER HRA Amount						
Individual/Family	\$225 / \$450		\$225 / \$450			
Annual Deductible						
Individual/Family	\$2,000 / \$4,000		\$3,000 / \$6,000		0.676%	\$75,140
Out-of-Pocket Maximum						
Individual/Family	\$7,000 / \$14,000	\$12,000 / \$24,000	\$7,150 / \$14,300	\$14,300 / \$28,600	0.195%	\$21,669
Lifetime Maximum	Unlimited		Unlimited			
Preventive Care						
Services and Screenings	Covered 100%	Covered 100%	Covered 100%	Covered 100%		
Office Visits						
Primary Care Provider	\$35 Copay	50% Coinsurance	\$50 copay	50% Coinsurance	0.127%	\$14,172
Specialist	\$45 Copay	50% Coinsurance	\$60 copay	50% Coinsurance	0.126%	\$13,995
CT/PET Scans, MRIs, MRAs	30% Coinsurance	50% Coinsurance	30% Coinsurance	50% Coinsurance		
Hospital Services						
Inpatient	30% Coinsurance	50% Coinsurance	30% Coinsurance	50% Coinsurance		
Outpatient	30% Coinsurance	50% Coinsurance	30% Coinsurance	50% Coinsurance		
Mental Health/Substance Abuse						
Inpatient	30% Coinsurance	50% Coinsurance	30% Coinsurance	50% Coinsurance		
Outpatient	30% Coinsurance	50% Coinsurance	30% Coinsurance	50% Coinsurance		
Emergency Room/Urgent Care						
Urgent Care	\$45 Copay per visit	50% Coinsurance	30% Coinsurance	50% Coinsurance		
Emergency Room	\$150 Copay per visit, 30% Coinsurance	\$150 Copay per visit, 30% Coinsurance	30% Coinsurance	50% Coinsurance		
Prescription Drug (Retail)						
Generic	\$10	N/A	\$10	N/A	0.17%	\$19,051
Preferred	\$40	N/A	\$50	N/A		
Nonpreferred	\$60	N/A	\$70	N/A		
Specialty	N/A	N/A	\$145	N/A		
Prescription Drug (Mail Order)						
Generic	\$20	N/A	\$20	N/A		
Preferred	\$100	N/A	\$100	N/A		
Nonpreferred	\$150	N/A	\$150	N/A		
Specialty	N/A	N/A	N/A	N/A		
Actuarial Value	86.646%		84.318%			
Approximate Savings Amount			\$171,237			
*30 day limit on Rehabilitation included in AV savings (All Plans)						

Core Plan Current		Core Plan Proposed		Proposed Values / Savings	
IN	OOD	IN	OOD	AV % Value	AV Savings
\$225 / \$450		\$225 / \$450			
\$1,250 / \$2,500		\$2,000 / \$4,000		0.864%	\$64,360
\$5,750 / \$11,500	\$10,250 / \$20,500	\$6,500 / \$13,000	\$13,000 / \$16,000	0.578%	\$43,048
Unlimited		Unlimited			
Covered 100%	Covered 100%	Covered 100%	Covered 100%		
\$30 Copay	40% Coinsurance	\$40 Copay	40% Coinsurance	0.090%	\$6,714
\$40 Copay	40% Coinsurance	\$50 Copay	40% Coinsurance	0.097%	\$7,203
20% Coinsurance	40% Coinsurance	20% Coinsurance	40% Coinsurance		
20% Coinsurance	40% Coinsurance	20% Coinsurance	40% Coinsurance		
20% Coinsurance	40% Coinsurance	20% Coinsurance	40% Coinsurance		
20% Coinsurance	40% Coinsurance	20% Coinsurance	40% Coinsurance		
20% Coinsurance	40% Coinsurance	20% Coinsurance	40% Coinsurance		
\$40 Copay per visit	40% Coinsurance	20% Coinsurance	40% Coinsurance		
\$150 Copay per visit, 20% Coinsurance	\$150 Copay per visit, 20% Coinsurance	20% Coinsurance	40% Coinsurance		
\$10	N/A	\$10	N/A	0.352%	\$26,225
\$30	N/A	\$45	N/A		
\$50	N/A	\$65	N/A		
N/A	N/A	\$135	N/A		
\$12.50	N/A	\$20	N/A		
\$62.50	N/A	\$100	N/A		
\$100	N/A	\$150	N/A		
N/A	N/A	N/A	N/A		
89.474%		87.275%			
		\$163,755			

BuyUp Plan Current		BuyUp Plan Proposed		Proposed Values / Savings			
IN	OOD	IN	OOD	AV % Value	AV Savings		
\$225 / \$450		\$225 / \$450					
\$750 / \$1,500	\$750 / \$1,500	\$1,000 / \$2,000		0.445%	\$67,004		
\$4,000 / \$8,000		\$7,250 / \$14,500		\$4,250 / \$8,250	\$8,500 / \$16,500	0.196%	\$29,602
Unlimited		Unlimited					
Covered 100%	Covered 100%	Covered 100%	Covered 100%				
\$25 Copay	30% Coinsurance	\$30 Copay	30% Coinsurance	0.044%	\$6,646		
\$35 Copay	30% Coinsurance	\$40 Copay	30% Coinsurance	0.048%	\$7,296		
10% Coinsurance	30% Coinsurance	10% Coinsurance	30% Coinsurance				
10% Coinsurance	30% Coinsurance	10% Coinsurance	30% Coinsurance				
10% Coinsurance	30% Coinsurance	10% Coinsurance	30% Coinsurance				
10% Coinsurance	30% Coinsurance	10% Coinsurance	30% Coinsurance				
10% Coinsurance	30% Coinsurance	10% Coinsurance	30% Coinsurance				
\$35 Copay per visit	30% Coinsurance	10% Coinsurance	30% Coinsurance				
\$150 Copay per visit, 10% Coinsurance	\$150 Copay per visit, 10% Coinsurance	10% Coinsurance	30% Coinsurance				
\$10	N/A	\$10	N/A	0.240%	\$36,164		
\$30	N/A	\$40	N/A				
\$50	N/A	\$60	N/A				
N/A	N/A	\$125	N/A				
\$12.50	N/A	\$20	N/A				
\$62.50	N/A	\$80	N/A				
\$100	N/A	\$120	N/A				
100	N/A	N/A	N/A				
92.617%		91.662%					
		\$153,595					
Savings with all plan changes				\$488,587			



Contribution Strategies

- Active Population
- Retiree Population
- Salary Banding

Contribution Strategies

Status Quo

Employees and retirees are paying only 13.3% of cost in contributions. Compared to Aon's benchmarking, the City's contributions are well below average for other similar groups. As claim costs rise, employees are not sharing in the increasing cost of healthcare.

Considerations & Solutions

Pre-65 retiree claim costs were 116.6% higher than active employees. These retirees make up only 14% of enrollment but represent 27% of claims cost. Consider raising the cost of Retiree coverage to better reflect the higher risk they represent.

Buy-Up claim cost is 88% higher than Core claim cost and 242% higher than Base claim cost. Consider continuing to separate the contribution differentials between plans to better represent actual claim impact.

Salary Banding

A salary banded contribution strategy utilizes reverse discrimination. The approach establishes a lower contribution for the lowest paid employees and applies a higher contribution of those with higher salaries.

Suggested bands:

Up to \$50,000	83%
\$50,000 to \$70,000	12%
\$70,000 plus	5%

The 17% that makes up the higher paid employees will not create a significant impact on total cost of the plan, however, using the reverse discrimination approach allows for a more equitable application of contributions.

Contribution Strategies – 2018 Funding Current Contributions

2018 Rates - Current Contribution \$\$

	Monthly Rates	Monthly EE Cost	EE % Cost	EE +/- Cost	Monthly ER Cost	ER % Cost	Annual EE Cost	Annual ER Cost
Base								
EE	\$573.97	\$16.35	2.85%	\$0.00	\$557.62	97.15%	\$ 59,056.20	\$ 2,014,123.44
ES	\$1,205.34	\$91.01	7.55%	\$0.00	\$1,114.33	92.45%	\$ 69,895.68	\$ 855,805.44
EC	\$1,090.55	\$43.01	3.94%	\$0.00	\$1,047.54	96.06%	\$ 28,386.60	\$ 691,376.40
EF	\$1,836.71	\$133.67	7.28%	\$0.00	\$1,703.04	92.72%	\$ 166,820.16	\$ 2,125,393.92
							\$ 324,158.64	\$ 5,686,699.20
Core								
EE	\$615.64	\$39.80	6.46%	\$23.45	\$575.84	93.54%	\$ 143,757.60	\$ 2,079,934.08
ES	\$1,292.86	\$221.52	17.13%	\$130.51	\$1,071.34	82.87%	\$ 170,127.36	\$ 822,789.12
EC	\$1,169.73	\$104.68	8.95%	\$61.67	\$1,065.05	91.05%	\$ 69,088.80	\$ 702,933.00
EF	\$1,970.07	\$325.35	16.51%	\$191.68	\$1,644.72	83.49%	\$ 406,036.80	\$ 2,052,610.56
							\$ 789,010.56	\$ 5,658,266.76
Buy-Up								
EE	\$655.84	\$75.74	11.55%	\$0.00	\$580.10	88.45%	\$ 341,738.88	\$ 2,617,411.20
ES	\$1,377.27	\$312.20	22.67%	\$0.00	\$1,065.07	77.33%	\$ 277,233.60	\$ 945,782.16
EC	\$1,246.10	\$160.20	12.86%	\$0.00	\$1,085.90	87.14%	\$ 399,859.20	\$ 2,710,406.40
EF	\$2,098.69	\$447.34	21.32%	\$0.00	\$1,651.35	78.68%	\$ 858,892.80	\$ 3,170,592.00
							\$ 1,877,724.48	\$ 9,444,191.76
Plans Combined							\$ 2,990,893.68	\$ 20,789,157.72
Combined Contributions							13%	87%
								14%
							ER +/- Cost \$2,566,759.56	

Contribution Strategies – 2018 Funding Proposed Contributions Actives

2018 Rates - Current Contribution %

	Monthly Rates	Monthly EE Cost	EE % Cost	EE +/- Cost	Monthly ER Cost	ER % Cost	Annual EE Cost	Annual ER Cost
PPO								
EE	\$573.97	\$57.40	10.00%	\$41.05	\$516.57	90.00%	\$ 207,317.96	\$ 1,865,861.68
ES	\$1,205.34	\$180.80	15.00%	\$89.79	\$1,024.54	85.00%	\$ 138,855.17	\$ 786,845.95
EC	\$1,090.55	\$109.06	10.00%	\$66.05	\$981.50	90.00%	\$ 71,976.30	\$ 647,786.70
EF	\$1,836.71	\$275.51	15.00%	\$141.84	\$1,561.20	85.00%	\$ 343,832.11	\$ 1,948,381.97
							\$ 761,981.54	\$ 5,248,876.30
PPO								
EE	\$615.64	\$92.35	15.00%	\$76.00	\$523.29	85.00%	\$ 333,553.75	\$ 1,890,137.93
ES	\$1,292.86	\$258.57	20.00%	\$167.56	\$1,034.29	80.00%	\$ 198,583.30	\$ 794,333.18
EC	\$1,169.73	\$175.46	15.00%	\$132.45	\$994.27	85.00%	\$ 115,803.27	\$ 656,218.53
EF	\$1,970.07	\$394.01	20.00%	\$260.34	\$1,576.06	80.00%	\$ 491,729.47	\$ 1,966,917.89
							\$ 1,139,669.79	\$ 5,307,607.53
PPO-HRA								
EE	\$655.84	\$131.17	20.00%	\$55.43	\$524.67	80.00%	\$ 591,830.02	\$ 2,367,320.06
ES	\$1,377.27	\$371.86	27.00%	\$59.66	\$1,005.41	73.00%	\$ 330,214.26	\$ 892,801.50
EC	\$1,246.10	\$249.22	20.00%	\$89.02	\$996.88	80.00%	\$ 622,053.12	\$ 2,488,212.48
EF	\$2,098.69	\$566.65	27.00%	\$119.31	\$1,532.04	73.00%	\$ 1,087,960.90	\$ 2,941,523.90
							\$ 2,632,058.29	\$ 8,689,857.95
Combined							\$ 4,533,709.62	\$ 19,246,341.78
Combined Contributions							19%	81%

ER +/- Cost
\$1,023,943.62

6%

Contribution Strategies – 2018 Funding Proposed Contributions Retirees

2018 Rates - Current Contribution %

	Monthly Rates	Monthly EE Cost	EE % Cost	EE +/- Cost	Monthly ER Cost	ER % Cost	Annual EE Cost	Annual ER Cost
PPO								
EE	\$573.97	\$86.10	15.00%	\$69.75	\$487.87	85.00%	\$ 5,165.73	\$ 29,272.47
ES	\$1,205.34	\$253.12	21.00%	\$162.11	\$952.22	79.00%	\$ 9,112.37	\$ 34,279.87
EC	\$1,090.55	\$163.58	15.00%	\$120.57	\$926.97	85.00%	\$ 3,925.98	\$ 22,247.22
EF	\$1,836.71	\$385.71	21.00%	\$252.04	\$1,451.00	79.00%	\$ 18,514.04	\$ 69,648.04
							\$ 36,718.12	\$ 155,447.60
PPO								
EE	\$615.64	\$123.13	20.00%	\$106.78	\$492.51	80.00%	\$ 7,387.68	\$ 29,550.72
ES	\$1,292.86	\$323.22	25.00%	\$232.21	\$969.65	75.00%	\$ 11,635.74	\$ 34,907.22
EC	\$1,169.73	\$233.95	20.00%	\$190.94	\$935.78	80.00%	\$ 5,614.70	\$ 22,458.82
EF	\$1,970.07	\$492.52	25.00%	\$358.85	\$1,477.55	75.00%	\$ 23,640.84	\$ 70,922.52
							\$ 48,278.96	\$ 157,839.28
PPO-HRA								
EE	\$655.84	\$163.96	25.00%	\$88.22	\$491.88	75.00%	\$ 297,095.52	\$ 891,286.56
ES	\$1,377.27	\$413.18	30.00%	\$100.98	\$964.09	70.00%	\$ 252,866.77	\$ 590,022.47
EC	\$1,246.10	\$311.53	25.00%	\$151.33	\$934.58	75.00%	\$ 119,625.60	\$ 358,876.80
EF	\$2,098.69	\$629.61	30.00%	\$182.27	\$1,469.08	70.00%	\$ 173,771.53	\$ 405,466.91
							\$ 843,359.42	\$ 2,245,652.74
Combined							\$ 928,356.51	\$ 2,558,939.61
Combined Contributions							27%	73%

ER +/- Cost
\$1,542.57

0%

Limit of Liability

Should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we have failed to satisfy our obligations under the engagement letter, our liability to you will not exceed the amount of fees and/or commissions you paid for the work. As our sole responsibility under the engagement letter is to you, you will be responsible for any third-party claims against you or us arising out of or in connection with the services. Third parties include your affiliates, the plans, any trustees, and any employees, participants, or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse you for up to the amount set forth in the final determination of scope and fees. Any disputes under the engagement letter will be governed by the internal laws of Illinois .

Other Post Employment Benefit (OPEB) Discussion

City of Columbia

*September 5, 2017
2:00pm*

Prepared by Aon Hewitt
Retirement & Investment

Aon
Empower Results®

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Background and Purpose

- Aon Hewitt (“Aon”) was engaged in May 2017 to perform actuarial valuation services for the Other Post Employment Benefit (OPEB) Plan along with other services.
 - As part of those services, Aon is also assisting with implementation and impact of the new accounting standard (GASB 75). Additionally, Aon has been asked to analyze various plan and funding options to mitigate the impact of OPEB cost.
- This presentation summarizes our analysis and findings regarding the requested items and is intended for the exclusive use of the City. **Aon does not provide legal advice, therefore the City must rely on the advice of its own legal counsel regarding the legal ramifications, if any, of the option chosen.**
 - Projections, by their nature, are not a guarantee of future results. They are intended to serve as estimates of future financial outcomes that are based on assumptions about future experience and the information available at the time the modeling is undertaken and completed.
 - The information included in this presentation shows the impact if specific claims, investment return, mortality, turnover, disability, and retirement assumptions are met. Actual results may differ due to such variables as demographic experience, the economy, stock market performance, and the regulatory environment.
 - See the *Appendices* for complete assumptions and methods.
- The calculations included in this presentation were completed under the supervision of Eric Atwater, FSA, EA and Ben Law, ASA, EA, with the assistance of Jason Rossiter.

Transition Update

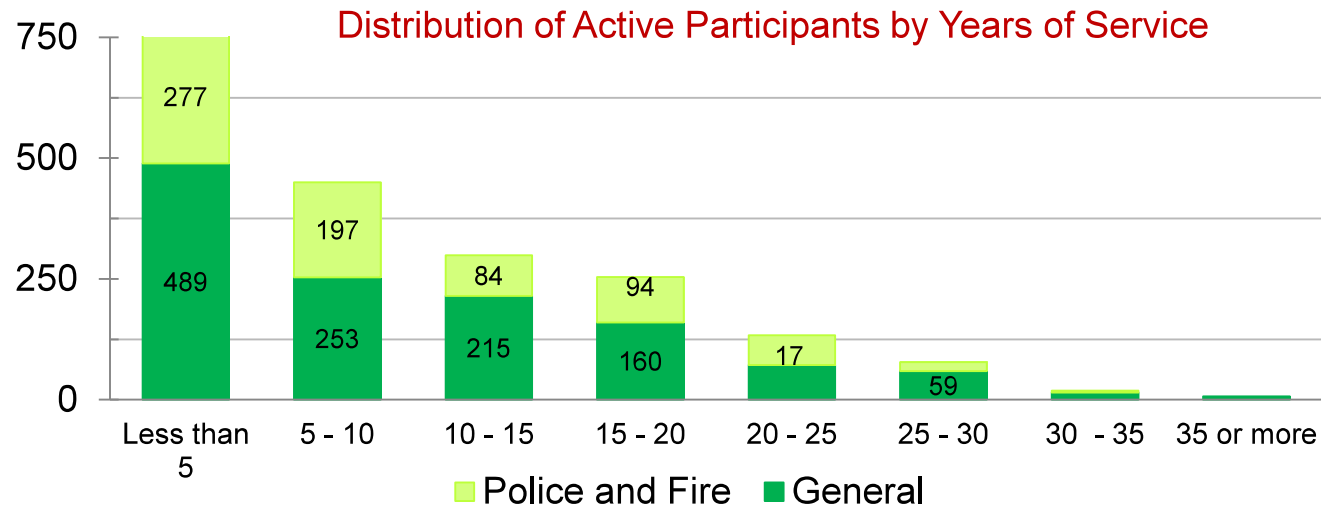
As part of the transition process, Aon must match, or replicate, the prior actuary's results within a reasonable amount for governmental plans.

- Though no specific requirements exist for governmental plans, Aon tries to match the prior actuary's results as closely as possible and deems results within 3% to 5% to be reasonable. We have matched the prior actuary's results to within 3% as shown below:

As of July 1, 2015 (in millions)	Prior Actuary	Aon	% Difference
I. Present Value of Benefits (PVB)			
Actives	\$112.6	\$116.7	3.6%
Retirees and Beneficiaries	\$74.6	\$74.8	0.4%
Total PVB	\$187.2	\$191.5	2.3%
II. Actuarial Accrued Liability (AAL)			
Actives	\$74.0	\$74.0	0.0%
Retirees and Beneficiaries	\$74.6	\$74.8	0.3%
Total AAL	\$148.6	\$148.8	0.2%
III. Normal Cost and Expected Benefit Payments			
Normal Cost	\$3.7	\$3.8	2.6%
Expected Benefit Payments	\$9.9	\$10.0	0.7%

Active Participant Breakdown by Service

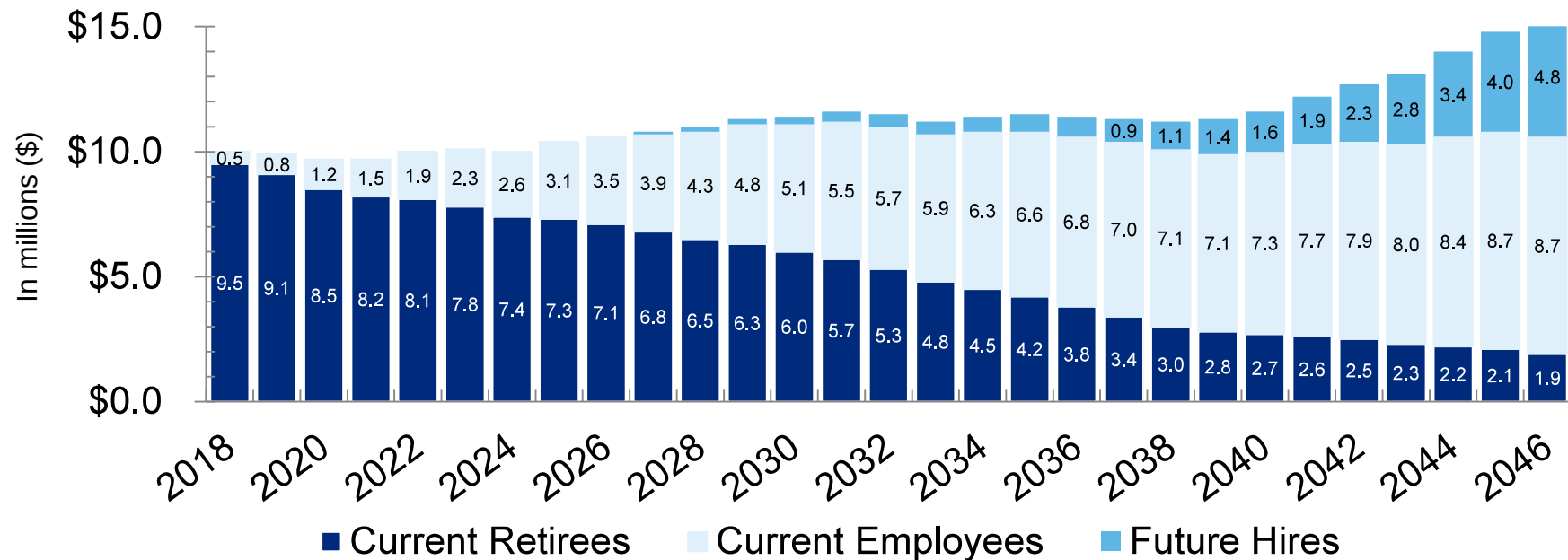
Years of Service	General Employees		Police and Fire		All Active Participants	
	Number	Avg Age	Number	Avg Age	Number	Avg Age
Less than 5	489	38.19	277	31.44	766	35.75
5 - 10	253	41.21	197	35.29	450	38.62
10 - 15	215	46.93	84	40.26	299	45.06
15 - 20	160	49.53	94	44.40	254	47.63
20 - 25	72	52.19	61	49.14	133	50.79
25 - 30	59	53.63	19	49.47	78	52.62
30 - 35	15	56.76	4	50.42	19	55.43
35 or more	7	58.87	0	N/A	7	58.87
Total	1,270	43.55	736	37.17	2,006	41.21



Projected Cash Outlay

The following shows the City's projected cash outlay or pay-as-you-go ("pay-go") cost for the OPEB plan over the next 30 years for current retirees, current employees and future hires:

- The City's pay-go cost is expected to increase gradually, but remain around \$10–\$12 million over the next 20 years as the outlay for current retirees is replaced by active employees retiring.
- Future hires have very little impact over the next 20 years on cash outlay. However, future hires will go from accounting for about 8% of outlay in 20 years to about 30% of the outlay in 30 years and increasing.

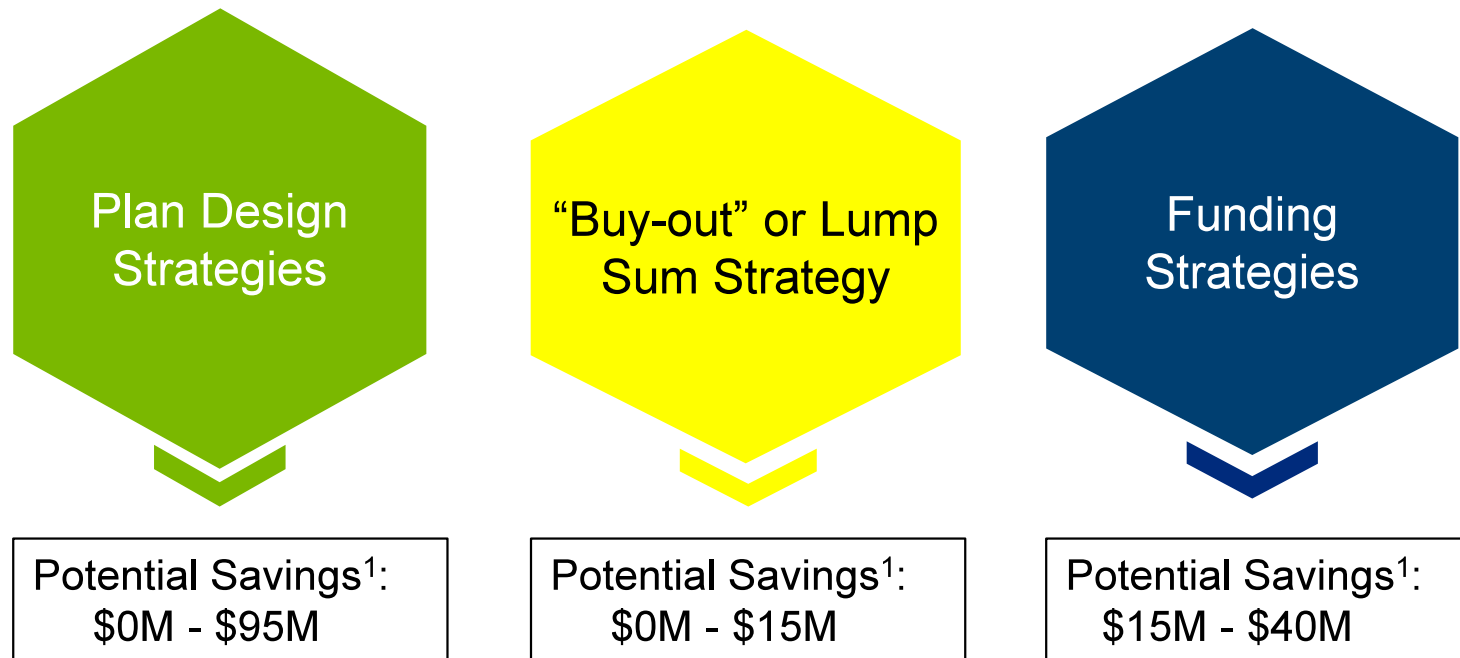




Options

Financial Impact Summary

The following are the value in today's dollars (i.e., present value) of the impact of various options over the next 30 years:



¹ All projected savings determined relative current plan design and pay-as-you-go funding. Present value based on 4.5% cost of capital.

Plan Design “Levers”

The table below compares the savings, in today’s dollars, of various plan design options or “levers” over a 30-year period:

Option	Description	Estimated Savings ¹ (in millions)		
		Future Hires Only	Active Employees hired before 2009	All Active Employees
Eliminate Pre/Post-65 Coverage	Eliminate City’s contribution; allow access only	\$28 – \$31	\$48 – \$51	\$88 – \$92
Eliminate Post-65 Coverage	Eliminate City’s contribution for post-65 coverage	\$13 – \$16	\$20 – \$24	\$30 – \$35
Eliminate Spousal Coverage	Eliminate City’s contribution for an employee’s spouse	\$9 – \$11	\$14 – \$18	\$28 – \$32
Increase Eligibility Requirements	Extend eligibility requirements 2 years (Currently 25 years for P&F; 28 for Gen EE)	\$6 – \$8	\$9 – \$12	\$12 – \$15
Lower DDB	Reduce DDB contribution by 10% (currently \$13,560/\$3,600 for retiree and \$10,080/\$2,700 for spouse)	\$3 – \$4	\$4 - \$5	\$7 – \$9
Apply Early Retirement Penalty	Reduce DDB contribution by 10% per year if retire before 25 years for P&F and 28 years for Gen EE	\$0	\$0	\$1 – \$2

¹ Estimated savings measured based on reduction in cash contribution plus reduction in future normal cost over 30 years. Value in today’s dollars (i.e. present value) based on 4.5% cost of capital.

“Buy-outs” - Overview

- It is our understanding the City has about \$40 million in the General fund earmarked for OPEB that could be used to fund a buy-out.
 - With a retiree liability of about \$75 million, funds would only be available to cover a portion of the liability, depending on the reduction in benefits targeted
 - The option could be extended to cover more participants if alternative sources of cash are used or if cash is raised by issuing debt
- The only way to save on a buy-out is to offer participants less, on an actuarial basis, than the liability.
 - The amount of savings depends on the number of participants electing the window (i.e., “take rate”) and the reduction or “discount” from the actuarial present value
 - The actuarial liability for each participant is based on a 3.5% discount rate currently (assuming pay-as-you-go funding) and the assumptions outlined in the *Appendices*
- The “buy-out” option could be used in combination with some of the other strategies discussed.

“Buy-outs” – Financial Impact

- The following table shows the impact if the \$40 million is used to fund a buy-out under various take rates and reductions in actuarial present value or “discounts”:
 - The range represents the impact of allowing for current retirees only to allowing everyone to be eligible to participate.
 - The savings could be higher if more assets are set-aside to fund a buy-out. However, the impact under the 25% take rate scenario is unchanged, but the higher take rate scenarios increase proportionately.

Estimated Savings (in millions) ¹			
	25% Take Rate	50% Take Rate	75% Take Rate
10% Discount	\$1.9 - \$3.7	\$3.7 - \$4.0	\$4.0 - \$4.0
25% Discount	\$4.6 - \$9.3	\$9.3 - \$10.0	\$10.0 - \$10.0
50% Discount	\$9.3 - \$18.6	\$18.5 - \$20.0	\$20.0 - \$20.0

¹ Estimated savings based on reduction in actuarial accrued liability at July 1, 2015 using a 4.5% discount rate.

Funding Options

The table below shows the projected savings over the next 30 years if the City establishes an OPEB trust and starts pre-funding the plan (i.e., “Fund over 30 years”) and if the City issued debt (i.e., “Borrow to fund”) and used the proceeds to fund an OPEB trust.

- Both of the scenarios assume the City is about to invest the proceeds based on a long-term investment rate of 6.0%. The savings from each scenario would be more or less if the investment rate of return is less or more than assumed.
- The borrow to fund scenario assumes debt, of about \$90 million, is issued to fund the plan up to 90% of the actuarial accrued liability. The debt is assumed to be issued at 4.5% borrowing rate over 30 years, resulting in annual debt-servicing of about \$5.5 million

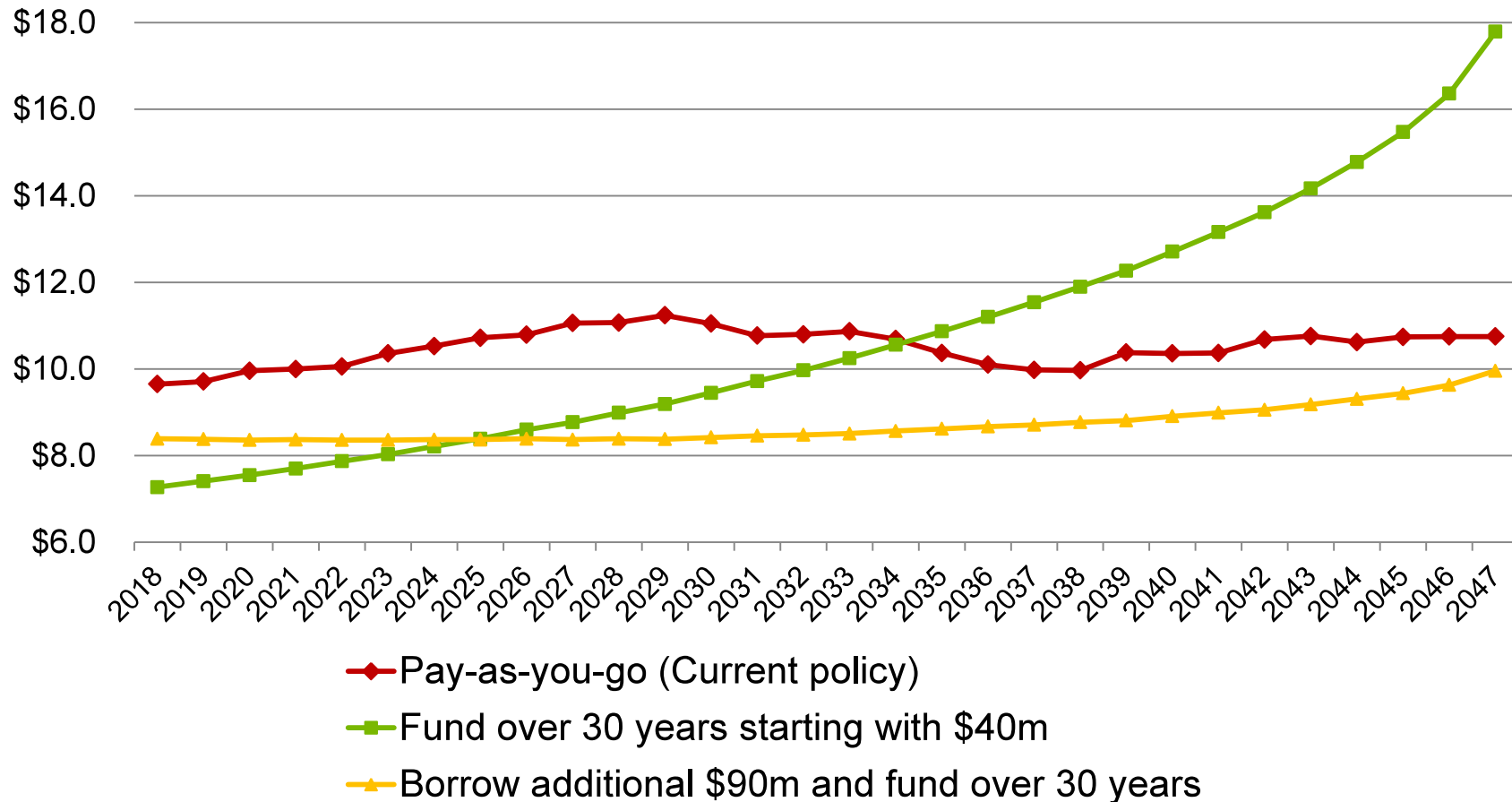
	Savings over next 30 years ¹	
	Fund over 30 years	Borrow to Fund
Nominal basis	\$110M - \$115M	\$75M - \$80M
Present Value¹	\$15M - \$20M	\$20M - \$25M

We highly suggest the City conduct a stochastic analysis if it wishes to proceed with either funding scenario to quantify the range of possibilities

¹ Value in today's dollars (i.e. present value) based on 4.5% cost of capital.
The savings from the “borrow to fund” scenario are relative the fund over 30 years scenario.

Projected OPEB Contributions

The chart below shows the projected City OPEB contributions and debt-servicing, where applicable, over the next 30 years.



Actuarially Determined Contribution (ADC) is based on 30-year closed amortization.

Options - Pros vs Cons

	Plan Design Strategies	"Buy-out" or Lump Sum Strategies	Funding Strategies
Pros:	 ❖ Reduces Unfunded and future cash outflow ❖ Potential to steer behavior ❖ No impact on employee morale for changes to future hires	 ❖ Opportunity to reduce Unfunded liability with participants voluntarily electing to participate ❖ Immediate reduction in City's promise	 ❖ Promised benefits more secure ❖ Ability to generate savings without impact on participants ❖ Lowers GASB liability significantly
Cons:	❖ Negative PR for changes to current actives and/or retirees ❖ Litigation risk highest for options with highest impact ❖ Impact on employee morale and recruitment/retention	❖ Participants use funds for non-medical expenses and Mismanagement of funds ❖ Potential negative PR ❖ Savings opportunity limited by amount of assets available	❖ Set-up and administration of trust ❖ Trust irrevocable – limits future ability ❖ Negative view of borrow to fund – impact on credit rating



Appendices

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Senior Consultant

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Appendices—Assumptions and Methods

Valuation Date	July 1, 2015 initially; July 1st
Census Data	As of January 1, 2015 projected forward assuming all demographic assumptions met
New Entrants	New entrants are assumed to replace current active participants who leave such that the active headcount remains level. The new entrant profile is based on recent hires
Demographic Assumptions	Same as specified in actuarial report for fiscal year ending June 30, 2016 (issued September 2016)
Economic Assumptions	3.50% discount rate, which represents the assumed municipal bond rate - Bond-buyer index rates was 3.53% as of August 30, 2017 - Expected return on assets = 6.0%
Assets	\$0 in trust (assumes \$40.0m in General fund to be used for funding scenarios)
Investment Return	6.0% net investment return on assets
Funding Method	Entry Age Normal; unless specified
Funding Policy	- Pay-as-you-go; unless specified - Annual required contribution or actuarially determined contribution based on 30-year closed amortization
Debt-Servicing	4.5% borrowing rate - Assumes debt financed over 30 years

Appendices—Retirement and Termination Rate Assumptions

Police & Firefighters

- Retirement, the earlier of:
 - 25 years of service, or
 - Age 55 and 20 years of service (hired prior to July 1, 2009)
- Termination Rates:

Age	Rate
25	11.60%
30	8.75%
35	6.35%
40	5.15%
45	4.70%
50	0.00%
55	0.00%
60	0.00%

General Employees

- Retirement, the earlier of:
 - 28 years of service, or
 - Age 65 and 20 years of service (hired prior to July 1, 2009)
 - Rates if at least 25 years of service (or 20 if over age 60):

Age	Rate
55 – 59	50.00%
60 – 61	25.00%
62	50.00%
63 – 64	25.00%
65	100.00%

- Termination Rates:

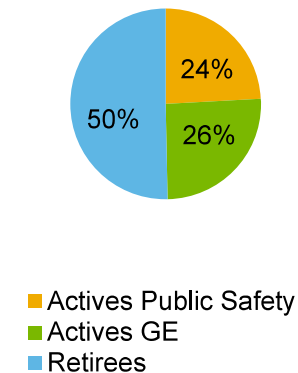
Age	0 years	2 years	4 years	5 or more years
25	30.00%	21.00%	17.00%	13.95%
30	26.00%	17.00%	13.00%	10.55%
35	23.00%	14.00%	10.00%	7.40%
40	20.00%	12.00%	8.00%	5.15%
45	17.00%	10.00%	6.00%	3.35%
50	14.00%	8.00%	4.00%	2.50%
55	11.00%	6.00%	3.00%	1.70%
60	8.00%	4.00%	2.00%	1.00%

Appendices—Actuarial Accrued Liability and Participant Counts by Group

Actuarial Accrued Liability (AAL) as of July 1, 2015 (\$ millions)

▪ Actives—Public Safety	\$ 36	}
▪ Actives—General Employees	38	
▪ Retirees and Beneficiaries	<u>75</u>	
▪ Total	\$ 149	

Liability by Group

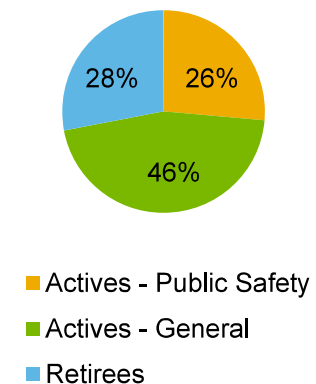


Participant Counts as of July 1, 2015

▪ Actives—Public Safety	736	}
▪ Actives—General Employees	1,270	
▪ Retirees and Beneficiaries	<u>781</u>	
▪ Total	2,787	

Nearly double the count of Public Safety carrying about the same liability due much higher assumed termination rates

Counts by Group



Appendices—City OPEB Unfunded liability

Fiscal Year Ending	OPEB Unfunded liability under each Funding Option		
	Pay-as-you-go	Fund ¹	Borrow to Fund ¹
2018	\$189.2	\$103.1	\$13.1
2019	\$190.4	\$104.4	\$13.4
2020	\$191.4	\$105.5	\$13.6
2021	\$192.2	\$106.6	\$13.9
2022	\$192.9	\$107.5	\$14.1
2023	\$193.5	\$108.3	\$14.3
2024	\$193.7	\$109.0	\$14.5
2025	\$193.8	\$109.4	\$14.7
2026	\$193.6	\$109.7	\$14.9
2027	\$193.3	\$109.8	\$15.0
2028	\$192.6	\$109.6	\$15.0
2029	\$191.8	\$109.2	\$15.1
2030	\$190.7	\$108.5	\$15.1
2031	\$189.8	\$107.5	\$15.1
2032	\$189.2	\$106.2	\$15.0
2033	\$188.4	\$104.5	\$14.8
2034	\$187.5	\$102.5	\$14.6
2035	\$186.8	\$100.0	\$14.4
2036	\$186.4	\$97.0	\$14.0
2037	\$186.2	\$93.5	\$13.6
2038	\$186.1	\$89.4	\$13.1
2039	\$185.9	\$84.8	\$12.5
2040	\$185.4	\$79.4	\$11.8
2041	\$184.8	\$73.3	\$11.0
2042	\$184.2	\$66.4	\$10.1
2043	\$183.3	\$58.7	\$9.0
2044	\$182.3	\$49.9	\$7.7
2045	\$181.4	\$40.0	\$6.3
2046	\$180.4	\$28.8	\$4.6
2047	\$179.3	\$16.0	\$2.7

Funding and borrowing to fund scenarios liability based on 6.0% discount rate versus 3.5% for pay-as-you-go scenario.



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FINANCIAL IMPACT: Carolina Water Service
Penn Branch
Bond Hearings and Criminal Procedure



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PRESENTER: Missy Gentry

FINANCIAL IMPACT: Homeless Services
Convention Center
Healthcare



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FINANCIAL IMPACT: Vista
Parking Agreement
Incentive Criteria



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FINANCIAL IMPACT: Bennett v. Allman



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the May 9, 2017 and June 20, 2017
City Council Minutes

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_05_09_2017_D (PDF)
- **#b:** MN_06_20_2017_D (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 9, 2017

The Columbia City Council held a Budget Workshop on Tuesday, May 9, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:14 p.m. The following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Howard E. Duvall, Jr. offered the Invocation.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 2:16 p.m. for the discussion of **Item 1**, as amended to include Dreher High School. Ms. Devine abstained from the discussion of Dreher High School due to a potential conflict of interest.

1. Discussion of negotiations incident to proposed contractual arrangements pursuant to §30-4-70(a)(2)
 - *Intergovernmental Agreement*
 - *Cumberland v. City*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to adjourn the Executive Session discussion at 4:10 p.m.

FISCAL YEAR 2017/2018 BUDGET WORKSHOP

2. Fiscal Year 2017 / 2018 Proposed Budget - Ms. Melisa Caughman, Budget and Program Management Director
 - *Storm Water*

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC reviewed five scenarios for the storm water rate financial plan for fiscal year 2018 through fiscal year 2022. Scenario one is a \$93 million CIP over five years



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 9, 2017**

requiring increases from fiscal year 2018 to 2022. All five scenarios will utilize cash and revenue bonds to finance the program. Scenario two is a \$12.3 million CIP; scenario three is a \$20 million CIP; scenario four is a \$40 million CIP; and scenario five is a \$64 million program all of which requires one single rate increase. He reviewed the rate increase for each scenario. He explained that additional operating and maintenance costs and debt service are associated with scenario five; the City has to meet the financial metrics and pay for the additional debt service and O&M.

Ms. Teresa Wilson, City Manager asked what Council is trying to achieve. She is not sure that adding \$5 would have the intended affect. There are other scenarios that will get you close to \$93 million.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC presented scenarios 5A, 5B, 5C and 5D with the intent of reaching a \$93 million CIP. Scenario 5A funds a \$64 million program with a one-time increase. Scenario 5B funds a \$93 CIP with multiple year increases at 73.5% or \$5.00 for the first year and 6.25% for the following four years. This would increase the ERU to \$15 in fiscal year 2022.

Councilor Rickenmann supports finding a solution for the \$93 million CIP. He said the relief would be tremendous.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC continued to report that scenario 5C funds an \$80 million CIP.

Mayor Benjamin asked if there is a way in which we bind future councils by committing to the issuance of public debt and the series of rate increases anticipated in scenario one.

Councilor Duvall suggested implementing scenario 5A for \$64 million and adding another \$20 million in fiscal year 2021. That would give us time to gear up staff and the support team to get these projects out the door. Then we can see how much more we can bond.

Councilor Devine supported scenario 5D.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC said the City must abide by rate covenants and the program we are putting in place abides by the established covenants to make sure you are responsibly managing the financial resources of the utility.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 9, 2017**

Mr. Joey Jaco, Engineering Director explained that this presentation will concentrate on the \$20 million, \$40 million, \$64 million and \$93 million scenarios. Currently, we do not have a large capital fund to complete large projects. No matter which scenario we go with, the projects to address flooding at Whaley and Main, in Shandon and in Five Points are in the very early stages. Projects can have a one to three year lifecycle before we see real progress. We are dealing with permitting from the Corp of Engineers, railroad crossings and property acquisitions. He explained that storm water projects are likely in the floodplain and there is the likelihood of flooding under certain storm events.

Ms. Dana Higgins, City Engineer presented a 2011 map highlighting areas with drainage issues. She noted that we were documenting complaints throughout the City well before the 2015 flood. She reviewed the high priority projects. The Whaley and Main upgrade is estimated to cost \$3 million. The Melrose Heights project has not been designed. The Harlem Heights project has been designed in partnership with SCDOT and Richland County. It will cost \$2 million, we are asking for \$1 million in the CIP Stormwater bond and then we will work with our regional partners to match that funding.

Councilor Rickenmann suggested that we budget the \$2 million needed for Harlem Heights.

Ms. Dana Higgins, City Engineer continued to report that the Gregg Street and Gervais Street project is estimated at \$1.5 million. A 2005 study recommended putting detention at a vacant lot at Cherokee underground at the Richland County parking lot and underground at the USC parking lot.

Councilor Rickenmann asked if Maxcy Gregg Park is an option.

Mr. Joey Jaco, Engineering Director acknowledged that the plan looked at Maxcy Gregg Park.

Ms. Dana Higgins, City Engineer reviewed the priority projects totaling \$20 million. She reported that \$2 million has been funded for the Wallace Street installation of an 84" pipe to alleviate flooding in the Cottontown Neighborhood between Franklin and Elmwood. The project is ready to go to bid, but an additional \$500,000 is included in the \$20 million funding option. The Shandon project is estimated at \$12.5 million. There is an east and west drainage area and we will install additional trunk lines to get the water out of those areas.

Mayor Benjamin asked if this is the same problem we tried to tackle through the pilot project.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 9, 2017**

Ms. Dana Higgins, City Engineer said yes and it helped to have the impervious asphalt, but it didn't solve the overall problem. We will address the issue by installing a trunk line on Ott and Wheat and one at Woodrow and Maple. The Randall Avenue project is off of North Main. The flood caused a lot of issues at Penn Branch. We have an analysis and we have \$1 million in this year's budget.

Councilor Devine said communication to our constituents is key and we shouldn't let the status of the projects limit our funding.

Ms. Dana Higgins, City Engineer acknowledged Ms. Wilson's directive to include program management funding in the \$64 million and \$93 million funding options. She reviewed the projects that were added to the priority list for the \$40 million funding option. The list includes projects at Sumter and Catawba and Whaley Street at the railroad crossing.

Councilor McDowell asked if the Belvedere area was considered.

Ms. Dana Higgins, City Engineer said there were discussions with the neighborhood, but we don't have an easement or the deed on the ditch; it is Richland County.

Councilor McDowell said the ditch is constantly causing irreparable damage in that area and something has to be done.

Mayor Benjamin said \$20 million or \$40 million isn't sufficient.

Ms. Dana Higgins, City Engineer continued to report that the \$40 million option includes debris removal in Gills Creek at \$10 million; bio-retention bump-outs on Sumter and Marion Streets; and Rocky Branch debris removal and stream restoration.

Councilor Rickenmann asked what would be covered at Gills Creek.

Ms. Dana Higgins, City Engineer said it would cover all of Gills Creek that's within City limits. She presented the additional projects included in the \$64 million funding option to include project management for bond projects and portions of the Smith Branch drainage area and the Rocky Branch watershed plan. For the \$93 million funding option we would complete more of the Smith Branch drainage area project and the Rocky Branch watershed plan.

Councilor Davis asked how ongoing maintenance will be addressed in Earlewood.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 9, 2017

Ms. Dana Higgins, City Engineer said that is part of the Smith Branch watershed plan.

Councilor Devine asked staff to explain the effects of the watershed projects in future presentations.

Ms. Devine left the meeting at 5:00 p.m.

Mayor Benjamin said Council needs to make an affirmative commitment to funding all of the priority projects. We want to stretch our dollars as far as we can and it appears that scenario one does that. We have to stick with the plan.

Councilor Davis said it will be important to show people what they are getting and to have a timeline.

Councilor Duvall reiterated his support of the \$5 increase and starting with the \$64 million project list.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC explained that the aggregate proposed rate for scenario four would have been \$9.32 for \$40 million and the increase would have been \$2.50. To get to \$93 million we need to be in the range of \$15 to \$16.

Ms. Teresa Wilson, City Manager asked if options 5A or 5D would eliminate the issue of binding future Councils since the rate will remain the same over the life of the program. She said 5D is the option for \$93 million unless the Legal Department determines that they can do scenario one.

Mayor Benjamin asked if they can do a one-time rate increase with a five-year phase in.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC said yes and the credit rating agency will view this as a positive.

Councilor McDowell left the meeting at 5:10 p.m.

The members of Council continued discussing the additional financial plan scenarios for the storm water rate increase with staff and the consultant.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 9, 2017**

Mayor Benjamin said he hopes the City Manager has computed the value of the strain that significant wet weather events has had on public safety resources, firefighters, 911 and public works. Every significant event adds significant operating costs, strain and duress to the entire system and that needs to be reflected in our budget prospectively, as well.

- Water & Sewer

Mr. Joey Jaco, Engineering Director reviewed two funding options for water and sewer projects.

Councilor Duvall said Council reached a consensus on scenario one.

Mr. Joey Jaco, Engineering Director said we have a \$120 million water and sewer CIP again this year: \$80 million for wastewater improvements and \$40 million for water improvements. The rehabilitation projects makeup over one-third of the wastewater CIP; capacity enhancement projects total \$40 million; and utility relocations are included. The water CIP includes \$15 million for the AMR/AMI project and the water quality projects are budgeted at approximately \$15 million. We are currently designing the Earlewood and Booker Washington Heights projects. The next phase of the Rosewood project is to begin construction and utility relocation. He presented maps of the water and wastewater projects. He noted that various pump stations are being rehabilitated as part of the CIP. There is a multi-phase approach to upsizing the Rocky Branch Outfall and that will allow us to continue development in the downtown, USC and Five Points areas.

Councilor Rickenmann said we are not budgeting for utility relocations for Penny Tax projects; the Penny Tax has to pay for those. He inquired about the Innovista Transportation Phase II project.

Ms. Dana Higgins, City Engineer explained that we had to upgrade our sewer lines to serve student housing projects on Greene Street.

Mr. Joey Jaco, Engineering Director confirmed that the City charges an impact fee for sewer line upgrades. He continued to report that the new gravity sewer line has been installed at Crane Creek and the next phase is to add storage capacity. He noted that the temporary pump station and piping is being decommissioned. The North Columbia project will take advantage of that piping being in place. He announced that the online bill estimator site is live.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Angela Adams, Customer Care Administrator demonstrated the City of Columbia water and sewer rate calculator found online at <http://www.columbiasc.net/customer-care/estimator>. Customers select whether they are inside city or outside city and the number of units consumed. The system will calculate the bill based on the current rate and the proposed rate.

Mayor Benjamin resumed the storm water rate discussion. Council is considering a multi-year increase with automatic increases. Future Councils will have to vote to ratify the rates and the failure to do so could affect our credit rating. He expressed support for scenario 5B.

The members of Council resumed discussion of the proposed storm water rate increase. There was a consensus of Council to proceed with scenario 5B, while recognizing the annual increases in one single ordinance.

Mayor Benjamin said we will be able to tell citizens that we have a plan in place to address every single storm water priority project in this City.

Ms. Melissa Caughman, Budget and Program Management Director reiterated that we are going with scenario 5B with one public hearing that will spell out all of the future rates for every year over five years. It is one public hearing and one ordinance.

Mr. Michael Seezen, Esq., Shareholder / McNair Law Firm, P.A. advised Council that taking one vote to put into place a ladder rate structure that goes into effect in the future would not be a commitment to raise rates in the future, it would be legally agreeing to change the rates every year over a five year period. It would require an action by Council to lower or change the rates. There will be a contractual obligation in the bond ordinance as to a rate covenant and that would prevent Council from being able to take action in the future that would violate the rate covenant. It's an automatic increase for multiple rates that have future effective dates. He said that the City's Financial Advisor, Brent Robertson thought this could have a positive effect on the City's credit and he recalled that other utilities in the State have done this in the past.

Councilor Duvall asked what will happen in 2023.

Mayor Benjamin said we will see where we are with the program at that time.

Ms. Teresa Wilson, City Manager said \$42 million in projects can be accomplished in year one and staff can come back with the amount for the remaining years.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mayor Benjamin suggested that we lay down the friendly gauntlet to our sister communities; to our friends at Richland County, Forest Acres, across the river and everyone we share these watersheds with that everyone needs to make a collective commitment to improving storm water quality and trying to mitigate these major wet weather events. This can't be a singular action. If we do it collectively then we can really make improvements over the next century.

- *General Fund – The General Fund discussion was deferred to May 16, 2017.*

ADJOURNMENT

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 5:44 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 20, 2017

The Columbia City Council met for a Work Session on Tuesday, June 20, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:17 p.m. Also present were The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., and The Honorable Edward H. McDowell, Jr. The Honorable Moe Baddourah and The Honorable Daniel J. Rickenmann were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Edward H. McDowell 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 amended to add a discussion of pending appeals to **Item 4** and a discussion of property on Main Street to **Item 7**.

Councilor Devine introduced Ms. Imani Belton as her summer intern. Imani is the daughter of David and Jackie Belton and she is a recent graduate of North Carolina A&T State University.

FINANCIAL REPORT

1. April 2017 Financial Report - Mr. Dennie Ulmer, Deputy Finance Director

No questions were asked at this time.

CITY COUNCIL DISCUSSION

2. Health Care Discussion - Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc.

Ms. Teresa Wilson, City Manager said we are embarking upon continued discussions of off-season budgetary matters that will lead into our new budget. We will embark upon several workshop discussions related to healthcare to get us where we need to be by the fall. She explained that Aon Risk Services South, Inc. is the consultant that will guide the recommendations to Council. She encouraged Council to be candid about the things they want to see in terms of data and comparisons. She noted that we are on a tight schedule.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Pamela Benjamin, Human Resources Director explained that we issued an RFP and Aon was chosen to be our healthcare consultant and to provide us with guidance. Today, AON will give you an overview of their team, timelines and approach. We wanted this opportunity for you to provide us with your feedback in order to guide the next steps forward.

Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for Aon Risk Services South, Inc. said Aon is a global professional services firm and the world's largest insurance brokerage firm. He reported that they work with over 1,100 public entities in the United States to include the City of Charleston, Mecklenburg County and the City of Atlanta.

Ms. Cindy McCartney, Health and Benefits Senior Leader for Aon Risk Services South, Inc. said it is her job to set strategic direction for projects and to manage the team. She reiterated that Aon was selected during an RFP to be the conduit to perform an RFP on behalf of the City to seek vendors for administration and to market the stop loss and to bring back information, direction and insight on how the City should move forward. It could be one of four carriers: Blue Cross Blue Shield, Cigna, United Healthcare or Aetna. We will conduct an in-depth review using the claim information specific to the City of Columbia. As experts, we will provide strategic recommendations and we want to hear from you. In order to make changes effective in January 2018, we would need to start our work next week. We will come back in July to speak with Council and in August to work with the HR team. She stressed the importance of receiving clear recommendations from City Council today. The final recommendations will be presented to in mid-August. Open enrollment will start in October. She noted that there is the vendor Request for Proposals for capabilities, stop loss with insurance carriers, and the plan design. AON will provide consulting on your plan design and other options. This is supported by actuarial information provided by AON, but is determined and driven by the City. The results will be carried out by the vendors.

Mr. Scott Riley, Vice President, Health & Benefits Practice at Aon Hewitt said his role is to oversee the financial calculations and data. We are collecting data on the City's plan; we will review that and share it with the market. As we submit the RFP, there are different considerations from the carriers such as pharmacy terms, medical discounts and fees. We are seeing a 6-7% increase in medical trends and an 11-12% increase in pharmacy trends each per year. We are in the process of evaluating the City's data. The City's claims will be the predominate driver.

Mayor Benjamin said Aon is stepping in the place of Towers Watson and in the interest of transparency, he stated that their compensation is not tied to any other compensation. You will be compensated directly by us for the work that you do.



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Mr. Scott Riley, Vice President, Health & Benefits Practice at Aon Hewitt said we have no bias as far as who works for the City going forward. We are an independent evaluator.

Mr. Eric Atwater, Partner and Public Sector Actuarial Practice Leader said he will be overseeing the Other Post-Employment Benefits (OPEB). We will help complete the City's June 30th financial statements and simultaneously work with you on a long-term strategy. You took steps in 2012 and 2014 to minimize your OPEB liability. I will be looking at further options you could potentially take while considering all of the pros and cons.

Ms. Teresa Wilson, City Manager said she has shared the Council's thoughts as to wanting to build a program to retain the best and brightest employees', but understanding that we are in a different place. We know that this Council has requested solid feedback on how to move forward. She asked if Council had additional information for the consultant.

Ms. Pamela Benjamin, Human Resources Director said Aon will explore all types of options. There are more factors than the third party administrator and we want to make sure that they understand your appetite for big plan design changes and going to the State health plan. We want to make sure we have an end product that meets our needs and moves us forward strategically.

Councilor Davis said providers are pulling out of the market. He asked if Aon will be watching the market to anticipate those types of changes and mandates. He wants the final design to have less of a dramatic impact on current employees than it has on those we want to recruit. He expressed concern for the people that make the system work every day and for retirees.

Ms. Pamela Benjamin, Human Resources Director said Aon has all of our demographic information and they know how many employees we have, the age groups, years of service and incomes. They will be able to analyze the impact on our population as we move forward. They will look at how any changes will impact our retiree population.

Councilor Devine said she'd like to hear what others are doing to keep costs down. She said an employee can make more money in the private sector, but they won't have the benefits package that we provide. We must be able to articulate that. I would hate for us to make changes that make it impossible for younger employees, particularly those with families to. You can directly relate some claims with lifestyle choices. We have to look at drawing a harder line and I would have an appetite for setting mandates as opposed to making kind suggestions. Our plan should recognize those whose make wise healthcare or lifestyle choices versus those who may not.

Ms. Pamela Benjamin, Human Resources Director agreed to share the trends and mandates with Council.



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Councilor McDowell said the options and explanations must be crystal clear to Council members in order for there to be strong support around this table.

Councilor Duvall requested a comparison of the State health plan to include the third party administrator and administrative costs that we might not have if we contracted with the State health plan. He requested a comparison of the plan designs and retirement benefits for major cities in South Carolina to include Charleston, Greenville, Rock Hill, Florence and Myrtle Beach. He asked the consultant to also look at Lexington County, the City of Lexington and the City of Cayce since we are losing our officers to those agencies.

Mayor Benjamin explained the City's historical and current healthcare situation to the Mayor's Fellows. He said we are ahead of the curve, but I want to look at all of the different options. He expressed an interest in finding employees or retirees that we could systematically pull out of our system. The long-term obligation to a family of four might add up to \$300,000. He would like to see the tools that are available to pull those individuals out of the system. He suggested setting a date certain that new employees would be placed under the new model. He said we should aggressively pursue pension obligation bonds. We are looking at a completely different reality from how American cities, states and political subdivisions operated many years ago. He said he is eager to get the conversation started.

Councilor Duvall recalled that other cities phased in changes using tiers based on the years of service. He said there is a bigger obligation to those who are close to retirement.

There was an in-depth discussion about the options of funding the healthcare liability.

Ms. Teresa Wilson, City Manager thanked the Mayor and members of Council for a healthy discussion. She asked them to continue to send her additional input.

3. Clean Water 2020 Update / Economic Impact - Mr. Joey Jaco, Director of Engineering and Mr. Bryan Cully, Project Manager for CDM Smith

Mr. Joey Jaco, Director of Engineering said today's presentation will outline the Clean Water 2020 Program's economic benefit to the community.

Mr. Bryan Cully, Project Manager for CDM Smith explained that a study was done to quantify the impacts of the \$750 million being spent to improve the wastewater. The economic impact study included the activities that generate results, the types of economic impact and the measures. The activities include the implementation of the program over ten (10) years and the constrained areas that have opened back up to construction and development over a twenty-five



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(25) year period. He clarified that the \$750 million is being spent over a ten (10) year period, but the benefit of having areas open to economic development goes well beyond that. The direct impacts are wages; indirect impacts are payments to suppliers; and induced impacts come from income spending. He noted that today's presentation will focus on jobs. He reported that the implementation of the Clean Water 2020 Program is supporting approximately 900 jobs per year and that most of the induced impact is staying in Richland and Lexington counties. He reported that 1,076 jobs were created in Columbia in fiscal year 2015. He explained that the Consent Decree has terms and conditions that could cause the City to be in a capacity limited condition from a wastewater standpoint. This can prevent continued connections or development. The City was required to setup a Capacity Assurance Program to ensure that there is capacity for proposed developments. The City has been proactive in addressing current and projected capacity limited areas. He stated that the EPA is not requiring the City to spend any of the \$750 million to address capacity. He presented an older map of constrained parcels. He noted that capacity limitation has been removed from the high growth area of Crane Creek, which is the fastest growing area. The Lake Katherine area is currently in the right of way property acquisition phase. The limitation has also been removed from the Burnside area.

Mr. Joey Jaco, Director of Engineering explained that the new pipe is in service at Crane Creek and two storage facilities are currently in the design phase through this year's CIP. It is not a capacity limited area today, but the two consecutive sanitary sewer overflows on the outfall could change that. We are building storage capacity to address that.

Mr. Bryan Cully, Project Manager for CDM Smith continued to report that the City's system serves approximately 82,000 parcels; 15,000 parcels are within the capacity limited areas; and 3,000 parcels in capacity limited areas are undeveloped. Using a hydraulic model, he demonstrated the potentially new household density and business activity that could occur within the 3,000 parcels by 2040. He also demonstrated how addressing the capacity limited areas through the Clean Water 2020 Program will have an ongoing economic impact.

Councilor Duvall stated that the investment the City of Columbia is making for Crane Creek is coming back to Richland County.

Mr. Bryan Cully, Project Manager for CDM Smith noted that the investment also brings in more customers and rate payers for the City of Columbia.

Councilor Devine said there is a regional economic impact from this project.

Ms. Teresa Wilson, City Manager noted that this also ties in with City Council's visioning for 2036. She said staff is connecting those dots from the work plan to the bigger vision.



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Mr. Bryan Cully, Project Manager for CDM Smith said the optional money to spend as part of the Consent Decree is for capacity; you can choose to invest the money or not. In closing, he reported that the regional share of jobs was 0.7% in 2015 and will increase to 2.1% by 2040.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 3:44 p.m. for the discussion of **Items 4** through **8**, as amended to add a discussion of pending appeals to **Item 4** and a discussion of property on Main Street to **Item 7**.

4. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Adams and Reese, LLP Conflict Waiver*
 - *Billboards*
 - *Penny Project Utility Relocations*
5. Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-70(a)(2)
 - *Pelzer v. City*
 - *Meeks v. City*
6. Discussion of negotiations incident to proposed contractual arrangements pursuant to §30-4-70(a)(2)
 - *Lower Richland Sewer Extension Agreement*
 - *Gills Creek Agreement*
 - *Fire Services Agreement*
 - *Marathon*
 - *Bull Street Venue License Agreement*
 - *Capital City Ballpark Site*
7. Discussion of negotiations incident to the proposed purchase of property pursuant to §30-4-70(a)(2)
 - *Columbia College Drive*
8. Discussion of employment of an employee pursuant to §30-4-70(a)(2)
 - *City Attorney*

Council adjourned the Executive Session at 6:11 p.m.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 20, 2017

The Columbia City Council conducted a Meeting and a Budget Public Hearing on Tuesday, June 20, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:23 p.m. Also present were The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., and The Honorable Edward H. McDowell, Jr. The Honorable Moe Baddourah and The Honorable Daniel J. Rickenmann were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Master Marshall Seezen of St. Joseph's Catholic Church Troop 100 led the audience in the Pledge of Allegiance. Marshall is the son of the City's bond counsel, Mr. Michael Seezen, Esq.

INVOCATION

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

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

9. Council is asked to approve the April 18, 2017 and May 2, 2017 Meeting Minutes

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the April 18, 2017 and May 2, 2017 Meeting Minutes.

CONSENT AGENDA ITEMS 10 THROUGH 20

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



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10. Council is asked to approve Contract Amendment #1 for the Automated Meter Reading and Automated Meter Infrastructure Feasibility Study, as requested by the Engineering Department. Award to CH2M Hill Engineers, Inc. in the amount of \$160,000.00. This firm is located in Englewood, CO. *Funding Source: 5529999-658650 (WM435401. No sub-consultants are included for this amendment. - Approved*
11. Council is asked to approve the Purchase of a Kut-Kwick Super-Slope Mower, as requested by the Water Works Division. Award to Kut-Kwick Corporation, as a sole source in the amount of \$67,340.00. This vendor is located in Brunswick, GA. *Funding Source: Utilities Columbia Canal Water Treatment Plant: Auto, Trucks, Heavy Equipment Capital; 5516206- 658500 (\$33,670.00) and 5516207- 658500 (\$33,670.00). The original budgeted amount is \$67,340.00. - Approved*
12. Council is asked to ratify an Emergency Procurement Contract to repair an 8-inch cast iron pipe waterline behind the Children's Hospital, as requested by the Engineering Department. Award to Carolina Tap & Bore, Inc. in the amount of \$63,850.00. This firm is located in West Columbia, SC. *Funding Source: Utilities Metro Wastewater Plant: Professional Services; 5511706-638500. The original budgeted amount is \$63,850.00. - Approved*
13. Council is asked to ratify an Emergency Procurement to repair a 6 inch cast iron pipe waterline at the 4000 block of River Drive, as requested by the Engineering Department. Award to Shady Grove Construction, LLC in the amount of \$239,250.00. This firm is located in Irmo, SC. *Funding Source: Engineering: Paving and Asphalt Supplies; 5529999 -658650-WM441501. The original budgeted amount is \$239,250.00. - Approved*
14. Council is asked to approve Project WM4429; Blossom Street Asphalt Repair and Water Main Replacement, as requested by Utility Operations. Award to Shady Grove Construction, LLC, a Local Business Enterprise and Woman Owned Business Enterprise in an amount not to exceed \$445,995.00. This firm is located in Irmo, SC. - *Funding Source: Water and Sewer Capital Project Cost; 5529999 - 658650. This is Clean Water 2020 Program Project and the original budgeted amount is \$496,275.00. - Approved*

The following sub-consultants will provide additional services:

B&H, a small business enterprise of Gaston, SC will receive \$141,000 (34.7%) of the contract value.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Capital Concrete, a local business enterprise of Lexington, SC will receive \$40,000 (9.8%) of the contract value.

Fortiline Waterworks of Columbia, SC will receive \$16,000 (3.9%) of the contract value.

Stay Alert of Columbia, SC will receive \$8,000 (2%) of the contract value.

15. Council is asked to approve the Canal Water Treatment Plant Clearwell and High Service Pump Station 2 & 3 Improvements and Pre-Construction Services and to authorize the City Manager to enter into negotiations for agreements in an amount not to exceed \$44,331,000.00 between the City of Columbia and Adams Robinson Enterprise Inc. in a form to be approved by the City Attorney's Office with final approval by the City Manager. This firm is located in Dayton, OH. *Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements; 5529999-658650-WM423101. The original budgeted amount is \$46,185,191.00. This is a Subcontracting Outreach Program Project. - Approved*

Breakout of project programs/goals:

Subcontracting Outreach Program: (Includes both CDBEs and local subcontractors)

Requirement: 20% (\$ 8,866,200.00)

Actual: 34% (\$15,242,337.80)

Local Subcontracting: (Includes CDBEs meeting local requirements)

Requirement: 20% (\$8,866,200.00)

Actual: 24% (\$10,752,183.00)

Columbia Disadvantaged Business Enterprise Program (CDBE): (All CDBEs are minority owned businesses.)

Requirement: 10% (\$4,433,100.00)

Actual: 9.70% (\$4,300,106.99)

16. Ordinance No.: 2017-046 - Granting an encroachment to the University of South Carolina for the use of the right of way area of the 800 block of Sumter Street and 1300 block of Greene Street for installation and maintenance of curbing, guttering, landscaping, paving, bicycle lanes, irrigation and a raised median, adjacent to the School of Journalism at 800 Sumter Street and Preston College at 1323 Greene Street, Richland County TMS #11304-05-01 and 11303-05-01A - *First reading approval was given on June 13, 2017. – Approved on second reading.*



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17. Ordinance No.: 2017-047 - Amending Ordinance No.: 2015-016 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 600 and 700 blocks of Park Street, 900 block of Greene Street, 600 and 700 blocks of Lincoln Street, 900 block of Blossom Street, 900 block of Devine Street for installation and maintenance of sidewalks, curbing, guttering, landscaping and an irrigation system adjacent to the West Campus Development, Phases 1 and 1 A, Richland County TMS #08914-18-01, 08915-09-01, 08915-10-01 to incorporate the amendments to the landscaping and irrigation plan dated March 3, 2017 - *First reading approval was given on June 13, 2017. – Approved on second reading.*
18. Ordinance No.: 2017-051 - Providing for the Issuance and Sale of City of not Exceeding \$1,500,000 Principal Amount, Columbia, South Carolina Special Obligation Bonds or Notes (Hospitality Fee Pledge), Series 2017, In Order To Refinance Certain Indebtedness; Authorizing The Mayor, The City Manager And The Assistant City Manager For Finance And Economic Services, Or Any Two Of Them Acting Together; To Determine Certain Matters With Respect To The Bonds Or Notes; Prescribing The Form And Details Of Such Bonds Or Notes; And Other Matters Relating Thereto - *First reading approval was given on June 13, 2017. – Approved on second reading.*
19. Resolution No.: R-2017-048 - Authorizing consumption of beer and wine beverages only at the Palmetto Tasty Tomato Festival on August 5, 2017 - *Approved*
20. Resolution No.: R-2017-055 - Young Professionals Networking Event (July 1) - *Approved*

OTHER MATTERS

21. Fiscal Year 2017 / 2018 Accommodations Tax and Hospitality Tax Funding Recommendations - Ms. Libby Gober, Executive Assistant to City Council

Ms. Libby Gober, Executive Assistant to City Council reported that funding from the Accommodations Tax Fund for Experience Columbia (formerly known as the CVB) should be \$1,889,000 instead of \$1,891,000; it's a \$2,000 discrepancy. She commended the work of both funding advisory committees.



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Mr. Hal Stevenson, Accommodations Tax Advisory Committee Chair said they considered funding for Experience Columbia and Lake Murray Country and the recommendation to cut funding from Lake Murray Country was based on the incomplete information that was received and the need to fund Experience Columbia at a higher rate. On behalf of the committee, he recommended \$200,000 for Lake Murray Country and \$1,889,000 for Experience Columbia.

Councilor Davis recommended that funding to Lake Murray Country be restored. He said they bring a lot of money into this region and he hopes the dollars they bring in will help the smaller groups as well.

Councilor Devine said she has heartburn with changing the committee's recommendation. She would like for the committee to consider using surplus funds to restore Lake Murray Country.

Ms. Libby Gober, Executive Assistant to City Council recalled that City Council voted last year to allocate all of the surplus funds as of June 30th to the CVB/Experience Columbia. She reported that last year's surplus was \$299,000.

Mr. Hal Stevenson, Accommodations Tax Advisory Committee Chair said the committee wouldn't have a problem with accepting Mr. Davis recommendation. On behalf of the committee, he recommended that all excess funds go to the CVB.

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the Fiscal Year 2017/2018 Accommodations Tax funding recommendations, as amended to restore funding for Capital City Lake Murray in the amount of \$290,000 and restating the commitment for all surplus funds from fiscal year 2016/2017 to go to the Conventions and Visitors Bureau / Experience Columbia.

Mr. John Whitehead, Hospitality Tax Advisory Committee Chair said they provided concise reasons as to why funding was denied, increased or decreased for organizations. The committee received the same level of funding for allocations as it received the previous year. The committee also received more applications this year.

Mayor Benjamin said there are rollover funds available from this fiscal year. We are taking the Renaissance Foundation out of this budget prospectively and to restate our full commitment to making that project happen.



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Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to adopt the Hospitality Tax Advisory Committee's funding recommendations for Fiscal Year 2017/2018, with the exception of the appropriation for the Renaissance Foundation, which will be handled separately and to make additional allocations from rollover funds and the \$75,000 that was previously appropriated by City Council for the Renaissance Foundation.

Historic Columbia Foundation for Columbia SC 63 Ward One Museum	\$20,000
Divine Nine Foundation	\$10,000
High School Football Championships (Benedict College)	\$4,000
Eau Claire Community Council for the Eau Claire Festival	\$2,500
South Carolina State Museum	\$25,000
Girl Scouts of SC Mountains to Midlands Project	\$12,500
C.A. Johnson Alumni Association Festival	\$2,000
Black Pages International	\$15,000
North Columbia Business Association Cornbread Festival	\$1,500
Marching Band National Championship (Special Olympics SC)	\$25,000
Miss Naturally Crowned Columbia (Know Money Inc.)	\$2,500

Mayor Benjamin anticipated that there will be opportunities where additional funding will become available and we'll leave it to Ms. Gober and Mr. Whitehead to figure out how we move forward on additional funds for organizations. He encouraged everyone to stay involved as we move forward.

BUDGET ORDINANCES - SECOND READING

22. Ordinance No.: 2017-044 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b) - *First reading approval was given on June 13, 2017.*

Mr. James Matthews expressed opposition to the proposed water rate increase. He questioned the necessity of new water meters. He asked why more costs are being added when the City hasn't completed its EPA requirements.

Mayor Benjamin said the advanced metering infrastructure represents the future of our city and a huge opportunity for the citizens and rate payers of the system.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2017-044 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-143 Water service rates and Sec. 23-149 Sewer service rates (a) and (b).

Councilor Duvall recognized Mrs. Mary Easterling, a county resident who contacted him because she was concerned about the water rates.

Councilor Devine urged customers to use the online bill calculator to determine how the new rates will impact their water and sewer bills.

23. Ordinance No.: 2017-049 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b) - *First reading approval was given on June 13, 2017. – Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2017-049 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b).

24. Ordinance No.: 2017-048 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2018 - *First reading approval was given on June 13, 2017. – Approved on second reading.*

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2017-048 - To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2018.

Ms. Teresa Wilson, City Manager thanked the members of City Council for their attentiveness and guidance as we worked through the budget process.

Councilor Davis said residents and visitors will not be able to enjoy this City unless they enjoy the environment and infrastructure and unless their quality of life is good. He supported the budget, because it was important and we owe public safety the best we can give them. This budget will take us where we want to go.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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PRESENTATIONS

25. Introduction of Ms. Ann Dawson August, CCTM, Interim Executive Director of the COMET

Councilor Devine said two members of the Rider's Association attended a recent open house and they both sang Ms. August's praises. They are excited about her leadership.

Ms. Ann Dawson August, CCTM, Interim Executive Director of the COMET said she is humbled by the experience to serve Columbia in this capacity. She has been in transit for 37 years and served as the Executive Director in Birmingham from 2012 to 2015 and in Sumter for 15 years. She said transit is a passion and we want to expand mobility options. She reported that an additional 39 vehicles will be placed into service by the end of August. She invited everyone to a ribbon cutting on tomorrow at 11:00 a.m. at 3613 Lucius Road for the unveiling of the new buses. She said riding the bus allows you to see things that you can't see when driving a car. She hopes that rail will be a future mobility option.

Mayor Benjamin noted that the new buses are energy efficient and they have Wi-Fi, power plugs and an app. He shared in Ms. August's commitment to rail as well.

26. May 2017 Employee of the Month - Mr. Clint Shealy, Director of Utility Operations

Mr. Clint Shealy, Director of Utility Operations introduced Mr. Christopher Lampkin, Maintenance Coordinator as the May 2017 Employee of the Month. He recognized Mr. Lampkin for his exemplary service and leadership of the maintenance group at the Canal Water Treatment Plant. He leads with honesty, integrity, open communication and initiative. He was also recognized as the Maintenance Person of the Year.

Mayor Benjamin and City Manager Teresa Wilson presented Mr. Christopher Lampkin with a plaque and a token of appreciation for being selected as the May 2017 City of Columbia Employee of the Month.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 20, 2017**

27. June 2017 Employee of the Month - Mr. William "Skip" Holbrook, Columbia Police Chief

Mr. Melron Kelly, Deputy Police Chief introduced Ms. Pearlina Williams-Burke, Executive Assistant to the Chief of Police as the June 2017 Employee of the Month. He recognized Mrs. Williams-Burke for 32 years of service. She helped the Police Department through the transition of the new Police Chief in 2014. She completed a degree from the University of South Carolina and she continues to be very active in Toastmasters. Chief Holbrook said he could not do his job without her.

Mayor Benjamin and City Manager Teresa Wilson presented Ms. Pearlina Williams-Burke with a plaque and a token of appreciation for being selected as the June 2017 City of Columbia Employee of the Month.

28. Alzheimer's and Brain Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed June 2017 as Alzheimer's and Brain Awareness Month in the City of Columbia.

An unidentified female said our seniors with Alzheimer's disease seem to fade into the background as we move on with our daily lives. For those families who are facing this disease, it is very hard to forget. There are 86,000 individuals in South Carolina who have Alzheimer's disease. She said her grandmother has Alzheimer's disease.

29. Homeless Court Update - Mr. George Cauthen, Esq., Chair of the Homeless Court Committee – *This presentation was rescheduled for July 18, 2017.*

PUBLIC HEARINGS

30. Ordinance No.: 2017-033 - Adopting the Walkable 29203 Plan be adopted as an addendum to The Columbia Plan 2018, Transportation Element Subsection 8.2.3 Pedestrian and Bicycle Facilities: Walk Bike Columbia: Pedestrian and Bicycle Master Plan – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 20, 2017**

Ms. Leigh DeForth, AICP, Comprehensive Planner for the Planning and Development Services Department explained that this plan was funded by a DHEC grant from the Center for Disease Control and in partnership with the Richland County Planning Department. She reported that 32.2% of the 29203 population lives below the poverty level; 2.5% of the residents walk to work, but 28% of the residents are within a 15 minute commute; 3% of the residents commute via public transportation; and 7.3% of the households do not have access to personal vehicles. The area is in need of walkable infrastructure.

Mayor Benjamin said the way that people move is sometimes a lifestyle change and sometimes it's a necessity. We hope to make it a lifestyle change for more people. We encourage people to live healthier and longer lives by walking and biking and making it easier for folks to do so is important.

Council opened the Public Hearing at 7:19 p.m.

No one appeared in support or opposition to this matter.

Council closed the Public Hearing at 7:19 p.m.

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2017-033 - Adopting the Walkable 29203 Plan be adopted as an addendum to The Columbia Plan 2018, Transportation Element Subsection 8.2.3 Pedestrian and Bicycle Facilities: Walk Bike Columbia: Pedestrian and Bicycle Master Plan.

Councilor Devine said there are funds in this year's budget for a transportation planner that will help us with the implementation of the Walk Bike Plan. We are committed to connectivity throughout the City and making sure our City is walkable and bikeable. We need to move quicker in implementing some of the low hanging fruit in the plan.

31. Ordinance No.: 2017-045 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-5 Filing fees – *Approved on first reading.*

Council opened the Public Hearing at 7:21 p.m.

No one appeared in support or opposition to this matter.

Council closed the Public Hearing at 7:21 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 20, 2017**

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-045 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-5 Filing fees.

32. Resolution No.: R-2017-054 Public Input on Closing and Transfer of an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acre located between Richland County TMS#09213-08-10, TMS#11601-25-02 and TMS#09116-02-13; CF#340-16A - *Approved*

Council opened the Public Hearing at 7:22 p.m.

No one appeared in support or opposition to this matter.

Council closed the Public Hearing at 7:22 p.m.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2017-054 Public Input on Closing and Transfer of an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acre located between Richland County TMS#09213-08-10, TMS#11601-25-02 and TMS#09116-02-13; CF#340-16A.

ORDINANCE - FIRST READING

33. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 - *Approved on first reading.*

Ordinance No.: 2017-051 - Annexing 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street and 1011 Hamrick Street, Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15 and 11204-02-16 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 20, 2017**

Council District:	2
Proposal:	Annex, assign interim an interim land use classification of Urban Core Mixed Residential Type 2 (UCMR-2), and assign interim zoning of General Residential District (RG-2). The property is currently classified as Mixed Residential-High Density and zoned Residential Multi-Family High Density (RM-HD) by Richland County.
Applicant:	Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning; Approve
PC Recommendation:	06/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0)

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 **and** Ordinance No.: 2017-051 - Annexing 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street and 1011 Hamrick Street, Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15 and 11204-02-16.

34. Ordinance No.: 2017-061 - Repealing encroachment Ordinance No.: 2014-008 Granting an encroachment to Mainstream V Lofts LLC /Capitol Places for placement of a flame shaped steel sculpture with concrete foundation within the sidewalk right of way area adjacent to 1644 Main Street, Richland County TMS #09014-04-01 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-061 - Repealing encroachment Ordinance No.: 2014-008 Granting an encroachment to Mainstream V Lofts LLC/Capitol Places for placement of a flame shaped steel sculpture with concrete foundation within the sidewalk right of way area adjacent to 1644 Main Street, Richland County TMS #09014-04-01.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 20, 2017**

RESOLUTIONS

35. Resolution No.: R-2017-058 Support Establishing Community-wide Target of Powering the City of Columbia, South Carolina, with 100 percent Clean, Renewable Energy by 2036 – *Approved, as amended to read as follows: Resolution No.: 2017-058 - Establish a Community-wide Twenty Year Target of Powering the City of Columbia, South Carolina, with 100 Percent Clean, Renewable Energy.*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2017-058 Support Establishing Community-wide Target of Powering the City of Columbia, South Carolina, with 100 percent Clean, Renewable Energy by 2036, as amended to read as follows: Resolution No.: 2017-058 - Establish a Community-wide Twenty Year Target of Powering the City of Columbia, South Carolina, with 100 Percent Clean, Renewable Energy.

APPOINTMENTS

36. Council is asked to approve the appointment of one (1) individual to the Food Policy Committee.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the appointment of Ms. Brenna Grant to the Food Policy Committee.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

There was a consensus of Council to cancel the meeting scheduled for June 27, 2017. The next meeting date is July 18, 2017.

Councilor Devine asked to schedule a meeting of the Economic and Community Development Committee to discuss the Walk Bike Master Plan to review infrastructure and low hanging fruit that can be addressed.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 20, 2017**

APPEARANCE OF THE PUBLIC

Ms. Cynthia Vaughns expressed concerns about the lack of communication between the City of Columbia and Richland County when addressing constituent concerns. She asked to be appointed to the Citizens Advisory Committee for Community Development.

Mayor Benjamin said we want to see more cohesion in conversation between the City and the County. In some places we share services; some we manage for them; and some services they manage for us, but we need to make sure that you have an even better citizen experience.

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 7:33 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve an Agreement for Professional Services to Advise, Amplify and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of \$83,800.00.

FINANCIAL IMPACT: Funding Source: - The original budgeted amount is \$83,800.00.

ORIGINAL BUDGET: \$83,800.00

ATTACHMENTS:

- **#a:** Agreement for Professional Services - OneColumbia - FY17-18 Deliverables - 17080519 (PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The City of Columbia (hereinafter called the "City") and OneColumbia for Arts and History (hereinafter called the "Contractor") to provide the services herein described.

For and in consideration of the mutual covenants and promises contained herein, the parties 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 he or she determines is most effective and efficient without any City control over the details of Contractor's performance.

The Term of this Agreement commenced on July 1, 2017 and shall expire on June 30, 2018.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed Eighty-Three Thousand and Eight Hundred Dollars and No/100 (\$83,800.00).

Payment shall be made for work performed every four (4) 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 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

The Contractor shall not assign or subcontract any interest in 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.

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

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 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 property 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 it 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 its 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement 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. 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 he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

17. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, 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

TITLE: City Manager

DATE: _____

WITNESSES AS TO CONTRACTOR:

ONECOLUMBIA FOR ARTS AND HISTORY

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM
 8/29/17
 Legal Department City of Columbia, SC

Appendix A

Deliverables

July 1, 2017 to June 30, 2018

One Columbia will advise, amplify and advocate for strengthening and unifying the arts and history community by supporting arts and historic preservation tourism, promoting collaboration, coordinating advertisements, celebrating the role of arts and history in this community, and will continue to serve in the role of an office of cultural affairs for the City of Columbia.

Deliverables include:

- Maintain a comprehensive calendar of the arts and amplify cultural events through email and social media campaigns that reach over 10,000 citizens and tourists weekly
- Developing arts audiences through programs that engage the community, demonstrate the breadth of arts activities and provide access to new cultural experiences
- Conduct public art initiatives for commissioning new works of public art on the City's behalf and maintain a directory of the Midlands' public art
- Promote the City of Columbia through participation in national celebrations of the arts, such as National Poetry Month and International Make Music Day
- Encourage development of busking and street performance as a method for making Columbia more livable and a creative destination for tourists
- Facilitate inclusive thematic celebrations of Columbia's creativity and history through partnerships among arts organizations
- Manage the Gallery at City Hall, which provides a public space for visitors to freely encounter art
- Provide meeting space and other services for artists and arts organizations
- Maintain and share information about the impact of the arts and culture sector



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract Renewal for Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in an amount not to exceed \$316,764.00. This vendor is located in Graham, NC.

FINANCIAL IMPACT: Funding Source: Fire Suppression-Safety Clothing and Supplies; 1012303-625900. The original budgeted amount is \$316,764.00.

ORIGINAL BUDGET: \$316,764.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The original contract (BID023-16-17-CAT) was awarded for FY 16-17 and ended on June 30, 2017. The option to renew for an additional one (1) year period will begin August 1, 2017 and terminate on June 30, 2018. The vendor has agreed to renew the current contract at the previous contractual rates.

Qty	Description	Unit Price	Extended Amt.	Request Total
140 ea	Honeywell Morning Pride Bunker Gear	\$2,095.00	\$293,300.00	
	Sales Tax		\$23,464.00	\$316,764.00

ATTACHMENTS:

- **#a:** Contract Renewal BID023-16-17-CAT (PDF)
- **#b:** BID Information BID023-16-17-CAT (PDF)



July 25, 2017

Mr. Seth Newton
2724 Darrell Newton Drive
Graham, NC 27253

Re: Contract Renewal, BID023-16-17-CAT Morning Pride Bunker Gear by Honeywell

Dear Mr. Seth Newton,

The current awarded period on the above referenced contract expired on June 30, 2017. There is a provision for a renewal in this contract for an additional one (1) year period. I am inquiring to see if you would be interested in renewing the contract, noted for an additional one (1) year period, August 1, 2017 to June 30, 2018 at \$2,095.00 per bunker gear uniform.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested in renewing the contract for the period stated above. All other terms and conditions will remain the same during the contract term.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00PM Tuesday August 1, 2017. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

Looking forward to your response,

Charise A. Thompson
Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201
Phone: 803-545-3473 Fax: 803-733-8408
Email: cathompson@columbiasc.net
www.columbiasc.net



We, Newton Fire and Safety Equipment, Inc., agree to renew the current contract (BID023-16-17-CAT) through June 30, 2018 at the previous contractual rates. All other terms and conditions as outlined in the contract Morning Pride Bunker Gear by Honeywell for bid number BID023-16-17-CAT are applicable, fully enforceable and will remain unchanged.

☒ Yes ☐ No

Seth Newton 8/2/17
Signature/Date

Seth Newton
Printed Name of Signer

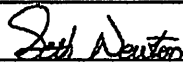
Comments: _____

Teresa Wilson, City Manager

Date

APPROVED AS TO FORM

JMZ 8/11/17
Legal Department City of Columbia, SC

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: October 17, 2016		Bids will be opened at 1:00 P.M. on 10/31/16 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Morning Pride Bunker Gear REBID		Reason For No Bid:	
Vendor Name: Newton's Fire & Safety Equipment, Inc. Vendor Mailing Address: 2724 Darrell Newton Dr City-State-Zip: Graham, NC 27253 Telephone No: 800-672-5918 Fax No: 336-578-1982			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
 AUTHORIZED SIGNATURE (MANUAL)		Seth Newton, Vice President AUTHORIZED SIGNATURE/TITLE (TYPED)	
		seth@newtonsfire.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			
6. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision			

Morning Pride Bunker Gear REBID Bid No. 023-16-17-CAT
Page 4 of 32

PROCUREMENT AND CONTRACTS DEPARTMENT
1136 WASHINGTON STREET 4TH FL.
COLUMBIA, S.C. 29201

I N V I T A T I O N F O R B I D S

Sealed bids for a Morning Pride Bunker Gear REBID is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 1:00 (P.M.) October 31, 2016 then publicly opened and read. The commodities must be furnished as described and specified and delivered to Fire Department Headquarters, 1901 Harden Street, Columbia, SC 29201.

All bid prices must include all costs of transportation and lodging to the required destination.

Bid No. 023-16-17-CAT

By: Charise A. Thompson, Buyer
Charise A. Thompson

QUANTITIES/COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS	TOTAL PRICE DOLLAR CENTS
80 Sets: Honeywell Morning Pride Bunker Gear Per specifications herein	\$ <u>2,095.00</u>	\$ <u>167,600.00</u>

*** Price is to be entered onto Bid Online. DO NOT include sales tax in the price.**

Bid as specified, no substitutions allowed.

Note:

1. Bid response shall be submitted using Bid Online to include price and attachments. Vendor shall also mail and/or hand deliver pages 1 and 4-25 of bid package as well as all literature and specifications before bid opening. Package must clearly be marked BID# 023-16-17-CAT Morning Pride Bunker Gear R E B I D delivered to City of Columbia, Procurement & Contracts Department, 1136 Washington Street, 4th Floor, Columbia, SC 29201.
2. All questions must be submitted to Bid Online by October 25, 2016 at 1:00 P.M.
3. All bids (pricing) must be submitted through Bid Online.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2017/2018, as requested by the 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.

FINANCIAL IMPACT: Funding Source: Fire Department - Maintenance & Service Contract;1012303-638200. The original budgeted amount is \$129,600.00.

ORIGINAL BUDGET: \$129,600.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Fire Department has requested the purchase of Palmetto 800 MHz Radio Airtime for the Fiscal Year 2017/2018.

We respectfully request City Council's approval for this purchase using the SC State Contract #4400013556, vendor Motorola Inc., at the following not to exceed cost.

Palmetto 800MHZ Airtime \$129,600.00

Motorola Inc. is located in Blythewood, SC 29016.

Sec. 2-204. - 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:
(9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Motorola State Contract (PDF)

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Division of Technology

Palmetto 800 MHz System User Fees

Vendor Information – Motorola Solutions, Inc.

Motorola Solutions, Inc.
217 Cartgate Circle
Blythewood, SC 29016
Vendor Number: 7000007297
Contract Number: 4400013556
Contract Period: July 1, 2016 – June 30, 2023

Motorola State Contract Note

The State Contract is with Motorola Solutions, Inc. All P.O.s must be issued to Motorola Solutions, Inc. to be considered a State Contract purchase. P.O.s issued to Motorola franchise shops (MSS's) are not considered purchases under the South Carolina State Contract. For questions, contact one of the individuals listed below.

MOTOROLA SOLUTIONS, INC. CONTACT	PHONE NUMBER	E-MAIL
Jeff Francis	803-600-2208 803-829-8079 (Fax)	jeff.francis@motorolasolutions.com (mailto:jeff.francis@motorolasolutions.com)
Jim Weih	803-407-5600 800-353-0101 803-749-8149 (Fax)	Jim.Weih@motorolasolutions.com (mailto:Jim.Weih@motorolasolutions.com)

DTO CONTRACT ADMINISTRATORS	PHONE NUMBER	E-MAIL
George Crouch	803-896-0367	George.Crouch@admin.sc.gov (mailto:George.Crouch@admin.sc.gov)

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Palmetto 800 Radio System (/technology/technology-operations/palmetto-800)

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Conventional Mutual Aid 800 MHz Repeater Plan (/technology/technology-operations/palmetto-800/conventional-mutual-aid-800-mhz-repeater-plan)

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Palmetto 800 User Fees - Exhibit D

Exhibit D

Cost To Be Contributed For Basic Dispatch Service

Monthly Dispatch Rate

SITES	TOTAL
1	\$14.00
2	\$19.00
3	\$26.50
4	\$36.00
5	\$41.75
6	\$47.50
7	\$52.25
8	\$57.00
9	\$61.75
10	\$62.50
Systemwide	\$62.50

Systemwide Dispatch All Sites (Cap) - \$62.50

Large User Dispatch Rate Discounts

250 to 499 -- 2½% Discount

500 to 999 -- 5% Discount

Over 1,000 -- 10% Discount

Note:

Prices do not include sales tax or other applicable fees

Discounts do not apply to the \$62.50 rate

See User Discounts for applicable discounts

Simulcast System Sub-Cells

Primary site coverage at regular pricing, plus \$3.00 for additional site in the simulcast sub-cell.

EXHIBIT D**Monthly Fees for System Features**

FEATURES AND OPTIONS	FEE
Private Call Initiation Private Call (limited to supervisory personnel only) ** All users of a user account paying for the private call feature will be provided access to receive private calls **	\$7.00
MCC7100 Mobile Console Package Fees will be based on the package of services, features, and length of services	
Interconnect Usage ¹	Pass Through
DID (Direct Inward Dialing) Incoming Calls ²	\$5.50
Digital Radio Service (in available areas)	N/C
Digital Encryption (available in digital areas)	\$5.00
Detailed Billing Per Subscriber per unit (Not to exceed \$50.00 per account)	\$3.50
Roaming per minute	\$0.45
Raven/Ric switches additional cost above monthly unit rates	\$0.15
120 minutes included in unit rate, additional minutes \$0.15 per minute. Maximum additional charge \$50.00 per month per switch.	
** Raven/Ric switches utilized during system transition as determined by Motorola, Users Advisory Committee and the User will not incur a per minute charge.	
** All interconnected radio systems must be equipped with tone or digital squelch. **	

FEATURES-PER-ACCOUNT	FEE
Additional Talk Groups Per Group ³ (one time fee)	\$60.00
Optional Plan (per month fee for additional talk groups)	\$2.00
Wireline Console Connections ^[4] - Per Central Electronics Bank	\$250.00
Wireline Console Connections ^[4] - Per Ambassador Card Link (if required)	\$50.00

ACTIVATION/CONFIGURATION (ONE TIME) FEES [3]	ONE-TIME FEE
Dispatch Only	\$10.00
Telephone Interconnect	\$50.00

Digital/Encryption System Programming	\$10.00
Private Call/DID	\$25.00
Reconfigure Dispatch Options (decrease authorized sites)	\$25.00

Notes:

1. Pass Through is a charge allowed by the FCC to recover the cost of providing interconnect. It is calculated quarterly and divided among the users with interconnect.
2. Requires interconnect option, utilizes interconnect airtime.
3. One (1) talkgroup is provided for each twenty-five (25) radios of an account at no charge. Additional talkgroups are \$2.00 per month or \$60.00 one time fee.
4. Users are responsible for wireline cost between the customer's site and the zone controller.
5. If multiple features are added or activated at the same time only the largest activation fee applies.

FEES FOR FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY

FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY	ANNUAL FEE
1 to 5 Radio IDs	\$100
6 to 25 Radio IDs	\$500
26 to 50 Radio IDs	\$1,000
51 to 75 Radio IDs	\$1,500
76 to 100 Radio IDs	\$2,000
Annual fee paid in advance lump sum payment [1]	

The Federal Agency Mutual Aid and Interoperability option offers limited restricted system access only. The Federal Agency must maintain its own separate radio communications system for its daily operations. Abuse and excessive use of airtime will be reported to the Advisory Committee for action.

Federal Agency Mutual Aid and Interoperability System Access Includes:

- Mutual Aid Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Regional Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Law Enforcement Common Talkgroups (LE Common)
- (Only certified Law Enforcement officers may have access to LE Common Talkgroups)
- (Must use Advisory Committee talkgroup identifiers in radios)
- Conventional Mutual Aid Repeaters
- Agency Talkgroups with written agency approval

Federal Mutual Aid and Interoperability System Access Does Not Include:

- Individual Talkgroups for the Mutual Aid and Interoperability users
- Private Call
- Telephone Interconnect

The Federal Agency Mutual Aid and Interoperability Access Plan is not available to Federal Agencies who are paying standard user fees or have been issued talkgroups on the Wide-Area Network.

Notes:

1. Fee does not include applicable taxes

EXHIBIT D**Mobile Data Service****Mobile Data Fees**

- \$100.00 One time Activation Fee.
- \$30.00 – Per month per mobile data terminal device for users not on the Palmetto 800 voice network.
- \$25.00 – Per month per mobile data terminal device for Palmetto 800 voice system users.

15% discount (\$21.25 per month) for all state government users.

20% discount (\$20.00 per month) for all voice network user agencies that pay a fleetwide statewide rate.

40% discount (\$15.00 per month) for all voice network user agencies that pay a fleetwide statewide rate for 2 voice radios in one vehicle (mobile & portable).

Quantity Discounts

250 - 499 Data Units 2-1/2%

500 - 999 Data Units 5%

Over 1000 Data Units 10%

*** (Users are eligible for only one discount, whichever is greater, quantity, state or fleetwide)**

Field Based Reporting (FBR) (Standard Reports Package in addition to Mobile Data Fees)

\$25.00 One time Activation Fee for FBR.

\$10.00 Per month FBR fee per mobile data terminal device.

EXHIBIT D

Project - 25 Digital

Cost To Be Contributed For Basic Dispatch Service

MONTHLY DISPATCH RATE

SITES	TOTAL
1	\$16.10
2	\$21.85
3	\$30.48
4	\$41.40
5	\$48.01
6	\$54.63
7	\$60.09
8	\$65.55
9	\$71.01
10	\$71.88
System Wide	\$71.88

Large User Dispatch Rate Discounts

250 to 499 -- 2-1/2% Discount

500 to 999 -- 5% Discount

Over 1000 -- 10% Discount

Note: Prices do not include sales tax or other applicable fees.

Discounts do not apply to the \$71.88 rate.

Simulcast System Sub-Cells - Primary site coverage at regular pricing, plus \$3.00 for additional site in the simulcast sub-cell.

EXHIBIT D

Monthly Fees For System Features

Unit Features

Private Call Initiation

Private Call (limited to supervisory personnel only) \$ 7.00

**All users of a user account paying for the private call feature will be provided access to receive private calls.

Detailed Billing Per Subscriber per unit \$ 3.50

Not to exceed \$50.00 per account

Roaming per minute \$ 0.45
 Two-Way Gateway/RIC switches additional cost monthly per switch. \$ 500.00
 ** Gateway/RIC switches utilized during system transition as
 approved by Motorola and the User Advisory Committee.

Features Per Account

Additional talk groups fee per month - \$50.00

Wireline Console Connections

Per Central Electronics Bank \$250.00
 Per Ambassador Card Link (if required) \$50.00

Activation & Configuration (One Time) Fees

Dispatch Only per unit \$10.00
 Private Call per unit \$25.00
 Dispatch Configuration/Account Changes per unit \$10.00
 Customer Requested Templates (per template) \$150.00

Notes:

One (1) talkgroup is provided for each twenty-five (25) radios in an account at no charge. Additional approved talkgroup fee will be \$50 per month.
 Users are responsible for wireline cost between the customer's site and the zone controller.
 If multiple per unit features are added or activated at the same time only the largest activation fee applies.

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We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2017/2018, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of \$295,350.00. This vendor is located in Blythewood, SC.

FINANCIAL IMPACT: Funding Source: Police Department - Other Lease/Rental;1012402 -636500. The original budgeted amount is \$295,350.00.

ORIGINAL BUDGET: \$295,350.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Police Department has requested the purchase of Palmetto 800 MHz Radio Airtime for the Fiscal Year 2017/2018.

We respectfully request City Council's approval for this purchase using the SC State Contract #4400013556, vendor Motorola Inc., at the following not to exceed cost.

Palmetto 800MHZ Airtime - \$295,350.00

Motorola Inc. is located in Blythewood, SC 29016.

Sec. 2-204. - 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:
(9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Motorola State Contract (PDF)

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Palmetto 800 MHz System User Fees

Vendor Information – Motorola Solutions, Inc.

Motorola Solutions, Inc.
 217 Cartgate Circle
 Blythewood, SC 29016
 Vendor Number: 7000007297
 Contract Number: 4400013556
 Contract Period: July 1, 2016 – June 30, 2023

Motorola State Contract Note

The State Contract is with Motorola Solutions, Inc. All P.O.s must be issued to Motorola Solutions, Inc. to be considered a State Contract purchase. P.O.s issued to Motorola franchise shops (MSS's) are not considered purchases under the South Carolina State Contract. For questions, contact one of the individuals listed below.

MOTOROLA SOLUTIONS, INC. CONTACT	PHONE NUMBER	E-MAIL
Jeff Francis	803-600-2208 803-829-8079 (Fax)	jeff.francis@motorolasolutions.com (mailto:jeff.francis@motorolasolutions.com)
Jim Weih	803-407-5600 800-353-0101 803-749-8149 (Fax)	Jim.Weih@motorolasolutions.com (mailto:Jim.Weih@motorolasolutions.com)
DTO CONTRACT ADMINISTRATORS	PHONE NUMBER	E-MAIL
George Crouch	803-896-0367	George.Crouch@admin.sc.gov (mailto:George.Crouch@admin.sc.gov)

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Palmetto 800 User Fees - Exhibit D

Exhibit D

Cost To Be Contributed For Basic Dispatch Service

Monthly Dispatch Rate

SITES	TOTAL
1	\$14.00
2	\$19.00
3	\$26.50
4	\$36.00
5	\$41.75
6	\$47.50
7	\$52.25
8	\$57.00
9	\$61.75
10	\$62.50
Systemwide	\$62.50

Systemwide Dispatch All Sites (Cap) - \$62.50

Large User Dispatch Rate Discounts

250 to 499 -- 2½% Discount

500 to 999 -- 5% Discount

Over 1,000 -- 10% Discount

Note:

Prices do not include sales tax or other applicable fees

Discounts do not apply to the \$62.50 rate

See User Discounts for applicable discounts

Simulcast System Sub-Cells

Primary site coverage at regular pricing, plus \$3.00 for additional site in the simulcast sub-cell.

EXHIBIT D**Monthly Fees for System Features**

FEATURES AND OPTIONS	FEE
Private Call Initiation Private Call (limited to supervisory personnel only) ** All users of a user account paying for the private call feature will be provided access to receive private calls **	\$7.00
MCC7100 Mobile Console Package Fees will be based on the package of services, features, and length of services	
Interconnect Usage ¹	Pass Through
DID (Direct Inward Dialing) Incoming Calls ²	\$5.50
Digital Radio Service (in available areas)	N/C
Digital Encryption (available in digital areas)	\$5.00
Detailed Billing Per Subscriber per unit (Not to exceed \$50.00 per account)	\$3.50
Roaming per minute	\$0.45
Raven/Ric switches additional cost above monthly unit rates	\$0.15
120 minutes included in unit rate, additional minutes \$0.15 per minute. Maximum additional charge \$50.00 per month per switch.	
** Raven/Ric switches utilized during system transition as determined by Motorola, Users Advisory Committee and the User will not incur a per minute charge.	
** All interconnected radio systems must be equipped with tone or digital squelch. **	

FEATURES-PER-ACCOUNT	FEE
Additional Talk Groups Per Group ³ (one time fee)	\$60.00
Optional Plan (per month fee for additional talk groups)	\$2.00
Wireline Console Connections ^[4] - Per Central Electronics Bank	\$250.00
Wireline Console Connections ^[4] - Per Ambassador Card Link (if required)	\$50.00

ACTIVATION/CONFIGURATION (ONE TIME) FEES [3]	ONE-TIME FEE
Dispatch Only	\$10.00
Telephone Interconnect	\$50.00

Digital/Encryption System Programming	\$10.00
Private Call/DID	\$25.00
Reconfigure Dispatch Options (decrease authorized sites)	\$25.00

Notes:

1. Pass Through is a charge allowed by the FCC to recover the cost of providing interconnect. It is calculated quarterly and divided among the users with interconnect.
2. Requires interconnect option, utilizes interconnect airtime.
3. One (1) talkgroup is provided for each twenty-five (25) radios of an account at no charge. Additional talkgroups are \$2.00 per month or \$60.00 one time fee.
4. Users are responsible for wireline cost between the customer's site and the zone controller.
5. If multiple features are added or activated at the same time only the largest activation fee applies.

FEES FOR FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY

FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY	ANNUAL FEE
1 to 5 Radio IDs	\$100
6 to 25 Radio IDs	\$500
26 to 50 Radio IDs	\$1,000
51 to 75 Radio IDs	\$1,500
76 to 100 Radio IDs	\$2,000
Annual fee paid in advance lump sum payment [1]	

The Federal Agency Mutual Aid and Interoperability option offers limited restricted system access only. The Federal Agency must maintain its own separate radio communications system for its daily operations. Abuse and excessive use of airtime will be reported to the Advisory Committee for action.

Federal Agency Mutual Aid and Interoperability System Access Includes:

- Mutual Aid Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Regional Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Law Enforcement Common Talkgroups (LE Common)
- (Only certified Law Enforcement officers may have access to LE Common Talkgroups)
- (Must use Advisory Committee talkgroup identifiers in radios)
- Conventional Mutual Aid Repeaters
- Agency Talkgroups with written agency approval

Federal Mutual Aid and Interoperability System Access Does Not Include:

- Individual Talkgroups for the Mutual Aid and Interoperability users
- Private Call
- Telephone Interconnect

The Federal Agency Mutual Aid and Interoperability Access Plan is not available to Federal Agencies who are paying standard user fees or have been issued talkgroups on the Wide-Area Network.

Notes:

1. Fee does not include applicable taxes

EXHIBIT D**Mobile Data Service****Mobile Data Fees**

- \$100.00 One time Activation Fee.
- \$30.00 – Per month per mobile data terminal device for users not on the Palmetto 800 voice network.
- \$25.00 – Per month per mobile data terminal device for Palmetto 800 voice system users.

15% discount (\$21.25 per month) for all state government users.

20% discount (\$20.00 per month) for all voice network user agencies that pay a fleetwide statewide rate.

40% discount (\$15.00 per month) for all voice network user agencies that pay a fleetwide statewide rate for 2 voice radios in one vehicle (mobile & portable).

Quantity Discounts

250 - 499 Data Units 2-1/2%

500 - 999 Data Units 5%

Over 1000 Data Units 10%

*** (Users are eligible for only one discount, whichever is greater, quantity, state or fleetwide)**

Field Based Reporting (FBR) (Standard Reports Package in addition to Mobile Data Fees)

\$25.00 One time Activation Fee for FBR.

\$10.00 Per month FBR fee per mobile data terminal device.

EXHIBIT D

Project - 25 Digital

Cost To Be Contributed For Basic Dispatch Service

MONTHLY DISPATCH RATE

SITES	TOTAL
1	\$16.10
2	\$21.85
3	\$30.48
4	\$41.40
5	\$48.01
6	\$54.63
7	\$60.09
8	\$65.55
9	\$71.01
10	\$71.88
System Wide	\$71.88

Large User Dispatch Rate Discounts

250 to 499 -- 2-1/2% Discount

500 to 999 -- 5% Discount

Over 1000 -- 10% Discount

Note: Prices do not include sales tax or other applicable fees.

Discounts do not apply to the \$71.88 rate.

Simulcast System Sub-Cells - Primary site coverage at regular pricing, plus \$3.00 for additional site in the simulcast sub-cell.

EXHIBIT D

Monthly Fees For System Features

Unit Features

Private Call Initiation

Private Call (limited to supervisory personnel only) \$ 7.00

**All users of a user account paying for the private call feature

will be provided access to receive private calls.

Detailed Billing Per Subscriber per unit \$ 3.50

Not to exceed \$50.00 per account

Roaming per minute \$ 0.45
 Two-Way Gateway/RIC switches additional cost monthly per switch. \$ 500.00
 ** Gateway/RIC switches utilized during system transition as
 approved by Motorola and the User Advisory Committee.

Features Per Account

Additional talk groups fee per month - \$50.00

Wireline Console Connections

Per Central Electronics Bank \$250.00
 Per Ambassador Card Link (if required) \$50.00

Activation & Configuration (One Time) Fees

Dispatch Only per unit \$10.00
 Private Call per unit \$25.00
 Dispatch Configuration/Account Changes per unit \$10.00
 Customer Requested Templates (per template) \$150.00

Notes:

One (1) talkgroup is provided for each twenty-five (25) radios in an account at no charge. Additional approved talkgroup fee will be \$50 per month.
 Users are responsible for wireline cost between the customer's site and the zone controller.
 If multiple per unit features are added or activated at the same time only the largest activation fee applies.

Technology Operations (/technology/technology-operations)

About Technology Operations (/technology/technology-operations/about-technology-operations)

Palmetto 800 Radio System (/technology/technology-operations/palmetto-800)

System Operations, Policies and User Cost (/technology/technology-operations/palmetto-800/system-operations-policies-and-user-cost)

Conventional Mutual Aid 800 MHz Repeater Plan (/technology/technology-operations/palmetto-800/conventional-mutual-aid-800-mhz-repeater-plan)

SC Mutual Aid Talkgroups and Channels (/technology/technology-operations/palmetto-800/mutual-aid-talkgroups-and-channels)

Palmetto 800 MHz System User Fees (/technology/technology-operations/palmetto-800/system-user-fees)

System Administration (/technology/technology-operations/palmetto-800/system-administration)

Palmetto 800 System Users (/technology/technology-operations/palmetto-800/system-users)

Coverage Maps (/technology/technology-operations/palmetto-800/coverage-maps)

Palmetto 800 Radio System Contact Information (/technology/technology-operations/palmetto-800/contact-information)

Palmetto 800 Advisory Committee (/technology/technology-operations/palmetto-800/advisory-committee)

Communications Equipment Cache (/technology/technology-operations/palmetto-800/communications-equipment-cache)

Training Opportunities (/technology/technology-operations/palmetto-800/training-opportunities)

National Mutual Aid Frequencies (/technology/technology-operations/palmetto-800/mutual-aid-frequencies)

Emergency Operations and Notifications (/technology/technology-operations/palmetto-800/emergency-operations)

Missing and Stolen Equipment (/technology/technology-operations/palmetto-800/missing-and-stolen-equipment)

Useful Links (/technology/technology-operations/palmetto-800/useful-links)

IT Forums (/technology/technology-operations/it-forums)

State IT Plans (/node/1290)

Forms (/technology/technology-operations/forms)

Contact Us (/technology/technology-operations/contact-us)

About the Division of Technology (/technology/about)

Contact Us (/technology/contact-us)

Enterprise Privacy (/technology/enterprise-privacy)

Information Security (/technology/information-security)



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify the approval of a Contract Renewal for Records Management Software Maintenance and Services for Fiscal Year 2017/2018, as requested by the Police Department. Award to Tritech Software Systems in an amount not to exceed \$178,150.58. This firm is located in San Diego, CA.

FINANCIAL IMPACT: Funding Source: Police Administrative Services- Maintenance and Service Contract;1012402 - 638200.The original budgeted amount is \$178,150.58.

ORIGINAL BUDGET: \$178,150.58

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Police Department has provided Procurement and Contracts with a quote from Tritech Software Systems for a contract renewal for FY17-18 utilizing COC Code of Ordinances Sec. 2-204 IT procurement exception. Tritech proposes to provide the Police Department with a software maintenance and service contract for the FY 17-18 as defined in the attached quote. This maintenance contract renewal request is on council's agenda for September 5, 2017.

In an effort to maintain the IT maintenance and service surrounding this contract, it is our understanding that waiting until the September 5, 2017 approval date to renew the contract will be too late.

We respectfully request your approval to allow Procurement and Contracts to issue a Purchase Order immediately in advance of the council meeting. If you agree, City Council could later ratify this purchase on the September 5th agenda. The Purchase Order would be issued for this software and service contract renewal to Tritech Software Systems in an amount not to exceed \$178,150.58.

Tritech Software Systems is located in San Diego, CA.

ATTACHMENTS:

- **#a:** Tritech invoices and purchase order (PDF)



9477 Waples, Street, Suite 100
San Diego, CA 92121

www.tritech.com
800-799-7000
Fax: 858-799-7015

Invoice	VA0000000106
Date	5/1/2017
Page	2

Bill To:

Columbia Police Department
1 Justice Square
Columbia SC 29202

Ship To:

Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FISCAL YR 2017.2018	SC066		DELIVER	Net 30 Days	5/22/2017	52,225
Quantity	Contract Num	Item Number	Term		Unit Price	Ext. Price
1.00	0000002884	V-VMEMBL002	Period:	7/1/2017 - 6/30/2018	\$946.17	\$946.17
		Maintenance Contracts				
		S/O#6514 - 20 VisionMOBILE Driver's License Reader (DLR) Unit Software License				
1.00	0000002884	V-VMEMBL001	Period:	7/1/2017 - 6/30/2018	\$6,529.27	\$6,529.27
		Maintenance Contracts				
		#11121086 - 30 mobile law vehicles				
1.00	0000002884	V-VMEMBL003	Period:	7/1/2017 - 6/30/2018	\$1,295.18	\$1,295.18
		Maintenance Contracts				
		#12061058 - 13 mobile drivers license reader unit sw license (DLR)				
1.00	0000002884	V-VMEOTH001	Period:	7/1/2017 - 6/30/2018	\$10,015.00	\$10,015.00
		Maintenance Contracts				
		#61050 - MNHS 8x5				
1.00	0000002884	V-VMEFBR001	Period:	7/1/2017 - 6/30/2018	\$7,100.98	\$7,100.98
		Maintenance Contracts				
		#081099 - 68 w/s, #081050 - 75 w/s, #027154 - Server and 75 w/s				
1.00	0000002884	V-VMEFBR001	Period:	7/1/2017 - 6/30/2018	\$3,743.75	\$3,743.75
		Maintenance Contracts				
		#5882 - Inform FBR User (22) - 8x5				
1.00	0000002884	V-VMEFBR001	Period:	7/1/2017 - 6/30/2018	\$3,606.76	\$3,606.76
		Maintenance Contracts				
		#11121087 - 30 FBR licenses				
1.00	0000002884	V-VMEFBR001	Period:	7/1/2017 - 6/30/2018	\$340.35	\$340.35
		Maintenance Contracts				
		SO#5952 - 2 Inform FBR User, 8x5				
1.00	0000002884	V-VMEFBR001	Period:	7/1/2017 - 6/30/2018	\$680.68	\$680.68
		Maintenance Contracts				
		SO#6021 - 4 Inform FBR User - 8x5				
1.00	0000002884	V-VMEOTH002	Period:	7/1/2017 - 6/30/2018	\$1,053.21	\$1,053.21
		Maintenance Contracts				
		VisionRMS Ipo SCIEX Repository				
1.00	0000002884	V-VMEMBL003	Period:	7/1/2017 - 6/30/2018	\$1,670.71	\$1,670.71
		Maintenance Contracts				
		#5686 - 5/7/14 - 35 DLR licenses, 24x7				



TRITECH
SOFTWARE SYSTEMS

9477 Waples Street, Suite 100
San Diego, CA 92121

www.tritech.com
Main: 800-799-7000
Fax: 858-799-7015

Invoice	VA0000000106
Date	5/1/2017
Page	1
Due Date	7/1/2017
User	rawyh

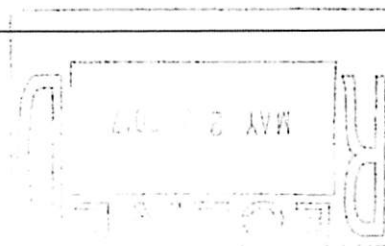
Bill To:

Columbia Police Department
1 Justice Square
Columbia SC 29202

Tax ID: SC7%
Contact: Rick Hines
Email: ACCOUNTSPAYABLE@COLUMBIASC.I
Fax: (803) 733-8365 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Due Date	Req Ship Date	Master No.
FISCAL YR 2017.2018	SC066		DELIVER	7/1/2017	5/22/2017	52,225
Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price	
1.00	0000002884	V-VMERMS001	Period: 7/1/2017 - 6/30/2018	\$25,348.54	\$25,348.54	
		Maintenance Contracts #081099 20 w/s, #970539 Server, & 30 w/s and #061050 - 44 w/s				
1.00	0000002884	V-VMERMS001	Period: 7/1/2017 - 6/30/2018	\$3,820.80	\$3,820.80	
		Maintenance Contracts SO#10052021 - RMS Bar Code Hand Held Client License 3, RMS Evidence and Bar Code Module				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$84,222.39	\$84,222.39	
		Maintenance Contracts #61050 - 75 w/s and #027154 Server, 75 MLV and 1 Interface to Cross Current CAD				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$5,843.55	\$5,843.55	
		Maintenance Contracts #5882 - VisionMOBILE Law Vehicle Workstation Software License (22), 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$622.14	\$622.14	
		Maintenance Contracts SO#5952 - 2 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$10,265.31	\$10,265.31	
		Maintenance Contracts SO#5994 - 33 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$1,575.24	\$1,575.24	
		Maintenance Contracts SO#5994 - 33 VisionMOBILE Driver's License reader (DLR) Unit Software License, 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$143.20	\$143.20	
		Maintenance Contracts SO#6020 - 3 VisionMOBILE Driver's License Reader (DLR) Unit Software License, 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$935.77	\$935.77	
		Maintenance Contracts SO#6020 - 3 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$1,244.29	\$1,244.29	
		Maintenance Contracts SO#6021 - 4 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000002884	V-VMEMBL002	Period: 7/1/2017 - 6/30/2018	\$190.93	\$190.93	
		Maintenance Contracts SO#6021 - 4 VisionMOBILE Driver's License Reader (DLR) Unit Software License, 24x7				

E





9477 Waples, Street, Suite 100
San Diego, CA 92121

www.tritech.com
800-799-7000
Fax: 858-799-7015

Invoice	VA0000000106
Date	5/1/2017
Page	3

Bill To:

Columbia Police Department
1 Justice Square
Columbia SC 29202

Ship To:

Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FISCAL YR 2017.2018	SC066		DELIVER	Net 30 Days	5/22/2017	52,225
Quantity	Contract Num	Item Number	Term		Unit Price	Ext. Price
1.00	0000002884	V-VMEMBL003	Period:	7/1/2017 - 6/30/2018	\$95.46	\$95.46
		Maintenance Contracts				
		SO#5952 - 2 VisionMOBILE Driver's License Reader (DLR) Unit Software License, 24x7				
1.00	0000002884	V-VMEMBL003	Period:	7/1/2017 - 6/30/2018	\$1,050.16	\$1,050.16
		Maintenance Contracts				
		#5882 - VisionMobile DLR Unit Software License (22) - 24x7				
1.00	0000002884	V-VOTOTH002	Period:	7/1/2017 - 6/30/2018	\$400.00	\$400.00
		Maintenance Contracts				
		Remote Support Connectivity (Formerly Go To Assist)				
1.00	0000002884	V-VMEMBL002	Period:	7/1/2017 - 6/30/2018	\$4,410.74	\$4,410.74
		Maintenance Contracts				
		Mobile 24x7 Software Support - prorate 6/23/17 - 6/30/18 = 373 days				

Tax ID 95-3871079 For questions - Call 858-799-7401
INVOICES ARE MAILED BUT NO HARD COPY IS MAILED.
THANK YOU
For questions-call 858-799-7401

Subtotal	\$178,150.58
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$178,150.58

Remit to: TriTech Software Systems **PO Box 203223 Dallas, TX 75320-3223**



COLUMBIA

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: TRITECH SOFTWARE SYSTEMS
9860 MESA RIM ROAD
SAN DIEGO, CA 92121

PURCHASE ORDER	
P.O. NUMBER	P166432
DATE	08/16/17
VENDOR I.D.	V012337
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R183155
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Review

FAX#

Page 1 of 1

DELIVER ITEMS TO:

POLICE DEPARTMENT
#1 JUSTICE SQUARE
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	Invoice attached dated 5/1/17 Maintenance and Service 7/1/17-6/30/18 (see attached item) RENEWAL Price & Specs per attached: PO Emailed to vendor. By acceptance of this Purchase Order, the vendor/contractor/consultant agrees to abide by all applicable governing terms and conditions posted at www.columbiasc.net/purchasing/rules-regulations. Vendor please deliver to: City of Columbia/IT 1136 Washington St. 2nd Floor, Suite 202/204 Columbia, SC 29201 Or e-mail to: ITRECEIVING@COLUMBIASC.NET Primary Contact: Christina E. Williams 803-545-3570 Benjamin Radin, Junior Buyer Phone: 803-545-4471 btradin@columbiasc.net	1	EA	178,150.58	178,150.58
				SALES TAX	0.00
				TOTAL	178,150.58

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Packet Pg. 165



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of seventy-five (75) Body Armor Jackets, as requested by the Police Department. Award to Lawmen's using the SC State Contract in the amount of \$59,535.00. This vendor is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Police Department – Uniforms and Clothing;1012402 –624100. The original budgeted amount is \$59,535.00.

ORIGINAL BUDGET: \$59,535.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Police Department requests City Council's approval for the purchase of Body Armor.

We respectfully request approval for this purchase using the SC State Contract #4400011992 vendor, Lawmen's, at the following cost plus sales tax.

Qty.	Description	Unit Price	Extended Amount	Request Total
75	Body Armor	\$735.00	\$55,125.00	
	SC Tax 8%		4,410.00	
	Total Cost			\$59,535.00

Lawmen's is located in Columbia, SC 29210.

Sec. 2-204. - 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:
(9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** SC State contract and quote (PDF)

- #b: Lawmen's State Contract (PDF)



PROCUREMENT SERVICES

Contract 4400011992

[Back to Initial Screen](#)

Validity Start 11/30/2015

Validity End 05/05/2018

Target Value \$ 550,000.00

FEIN 47-5281115

Bid Invitation [5400005609 - Ballistic and Stab Resistant Body Armor](#)

Contract Notes

Vendor 7000231559

Vendor Address LAWMENS DISTRIBUTION LLC

3319 ANVIL PLACE

RALEIGH NC 27603

District WAKE

Telephone (800) 426-3486

E-mail dianna@lawmens.com

Fax Number

Minority Status Not Applicable

Home Page <http://lawmens.com/>

Other URL

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
NOZEDAR, LAURA	CONTRACT BID ADMINISTRATOR	(800) 426-3486	mailto:laura.nozedar@lawmens.com
SILLS, DIANNA	Primary Contact	(919) 779-6141	mailto:dianna@lawmens.com
SUTTON, AL	Emergency Contact	(919) 614-4330	mailto:al@lawmens.com

Contract Items

47 Items found, displaying all Items.

Item Pricing

- 00002 Threat Level II ballistic resistant
Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere
Agency: Statewide
- 00003 Threat Level II ballistic resistant
Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere
Agency: Statewide
- 00004 Threat Level II ballistic resistant
Material Group: 34574 - personal protective equipment (ppe), (bloodborne pathogen protection), not listed elsewhere
Agency: Statewide
- 00005 Threat Level II A ballistic resistant
Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
Agency: Statewide
- 00006 Threat Level II A ballistic resistant
Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
Agency: Statewide
- 00007 Threat Level II A ballistic resistant
Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
Agency: Statewide
- 00008 Threat Level III Ballistic resistant
Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
Agency: Statewide
- 00009 Threat Level III Ballistic resistant
Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
Agency: Statewide

Contract Detail

Page 2 of 4

- 00010 Threat Level III Ballistic resistant
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00011 Threat Level III A Ballistic resistant
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00012 Threat Level III A Ballistic resistant
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00013 Threat Level III A Ballistic resistant
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00014 Threat Level 1-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00015 Threat Level 1-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00016 Threat Level 1-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00017 Threat Level 2-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00018 Threat Level 2-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00019 Threat Level 2-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00020 Threat Level 3-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00021 Threat Level 3-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00022 Threat Level 3-Spike
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00023 Threat Level 1- Edged Blade
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies
Agency: Statewide
- 00024 Threat Level 1- Edged Blade
Material Group: 68008 - police protection equipment (body armor and riot shields) and supplies

00039	THREAT LEVEL II A BALLISTIC RESISTANT	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00038	THREAT LEVEL II A BALLISTIC RESISTANT	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00037	THREAT LEVEL II BALLISTIC RESISTANT	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00036	THREAT LEVEL II BALLISTIC RESISTANT	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00035	THREAT LEVEL II BALLISTIC RESISTANT	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00034	PERSONAL PROTECTIVE EQUIPMENT	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00033	DISCOUNT FROM BALANCE OF CATALOGUE	Agency: Statewide Material Group: 34574 - personal protective equipment (ppe) (biohazard protection), not listed elsewhere
00032	DISCOUNT FROM BALANCE OF CATALOGUE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00031	THREAT LEVEL 3- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00030	THREAT LEVEL 3- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00029	THREAT LEVEL 3- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00028	THREAT LEVEL 2- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00027	THREAT LEVEL 2- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00026	THREAT LEVEL 2- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies
00025	THREAT LEVEL 1- EDGED BLADE	Agency: Statewide Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Contract Detail

Page 4 of 4

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00040 THREAT LEVEL III BALISTIC RESISTANT

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00041 Threat level III ballistic resistant

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00042 Threat level III ballistic resistant

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00043 Threat level III a ballistic resistant

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00044 Threat level III a ballistic resistant

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00045 Threat level III a ballistic resistant

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00046 Discount armor

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00047 Discount accessories

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

00048 Discount safariland

Material Group: 68008 - police protection equipment (body armor and not shields) and supplies

Agency: Statewide

[Back to Initial Screen](#)



REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

800 Clanton Road, Ste T
Charlotte, NC 28217
Ph: 704.494.7575

4961 Broad River Rd. Ste B
Columbia, SC 29212
Ph: 803.798.2253

SALES QUOTE

SQ-264171

7/7/2017



Customer		Contact		Ship To	
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803)545-3414 Fax: (803)343-8720				COLUMBIA PD SUPPLY BUILDING 715 BLUFF ROAD COLUMBIA SC 29201	
Account	Terms	Due Date	Account Rep	Schedule Date	
COLA	NET 15	7/22/2017	DAWN BAILEY	7/7/2017	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-264171		GOODWIN	FACTORY DIRECT	1	7/7/2017 10:11:45AM
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	STATE CONTRACT #4400011992				
2	SBA2SX023A SX Level IIIA, A7 panels only QN # 20135119	75	\$735.00 EA	\$0.00	\$55,125.00
3	SBAM1 / 228803112 M1 Concealable Carrier, NAVY *ADD 2.0 ELASTIC STRAP KITS*	75	\$0.00 EA	\$0.00	\$0.00
4	SBASTP5X8 Soft Trauma Plate, 5" X 8", (STP15)	75	\$0.00 EA	\$0.00	\$0.00
5	ABOVE ITEMS SOLD AS A PACKAGE DEAL				
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.		Tax Details SCLOTRANS \$4410.000		Taxable Total Tax \$4,410.00 Exempt \$0.00 Total \$59,535.00 Balance \$59,535.00	

Kristen Moss, CPPB, Procurement Officer Materials Management Office
 Email: kmoss@mmo.sc.gov 1201 Main Street, Suite 600
 Telephone: (803) 737-2772 Columbia, SC 29201

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CONTRACT TO FURNISH BODY ARMOR

CONTRACT PERIOD: MAY 06, 2013 THROUGH MAY 05, 2018

1. Users are to contact those contractors offering the type body armor they desire to purchase.
2. Discounts shown below are off retail list, which can be obtained from the contractor.

Contract Terms and Conditions

Contractor: Lawmen's Safety Supply, Inc.
Address: 3315 Broad River Road, STE. 120
 Columbia, SC 29210
Phone: (803) 798-2253
Fax: (803) 798-6107
Toll Free: (866) 798-2253
Website: <http://www.lawmens.com>
Contact: Shawn Tarte – Agency Sales Manager
Phone: (803) 798-2253
Email: shawn@lawmens.com
Contact#2: Ashley Pomerville
Phone: (919) 779-6141
Email: Ashley@lawmens.com

Purchase Orders to:

Address: Lawmen's Safety Supply Inc.
 3319 Anvil Place
 Raleigh, NC 27603

Vendor #: 7000024958
Contract #: 4400006623

Threat Level II Ballistic Resistant Safariland American Body Armor

For Quantities of One (1) to Twenty Four (24)
 Safariland American Body Armor XT02 II..... \$648.00
(Price quoted with 3 concealment carriers)
For Quantities of Twenty Five (25) to Forty Nine (49)
 Safariland American Body Armor XT02 II..... \$638.00
(Price quoted with 3 concealment carriers)
For Quantities of Fifty or More
 Safariland American Body Armor XT02 II..... \$628.00
(Price quoted with 3 concealment carriers)

Threat Level II Ballistic Resistant Safariland Second Chance Armor

For Quantities of One (1) to Twenty Four (24)
 Safariland Second Chance MR01 II..... \$605.40
(Price quoted with 3 concealment carriers)
For Quantities of Twenty Five (25) to Forty Nine (49)
 Safariland Second Chance MR01 II..... \$595.40
(Price quoted with 3 concealment carriers)

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For Quantities of Fifty or More

Safariland Second Chance MR01 II..... \$585.40

(Price quoted with 3 concealment carriers)

**Threat Level IIA Ballistic Resistant
 Safariland American Body Armor**

For Quantities of One (1) to Twenty Four (24)

Safariland Second Chance MR01 II.....\$605.40

(Price quoted with 3 concealment carriers)

For Quantities of Twenty Five (25) to Forty Nine (49)

Safariland Second Chance MR01 II.....\$595.40

(Price quoted with 3 concealment carriers)

For Quantities of Fifty or More

Safariland Second Chance MR01 II.....\$585.40

(Price quoted with 3 concealment carriers)

**Threat Level IIA Ballistic Resistant
 Safariland Second Chance Armor**

For Quantities of One (1) to Twenty Four (24)

Safariland Second Chance MR01 IIA.....\$530.00

(Price quoted with 3 concealment carriers)

For Quantities of Twenty Five (25) to Forty Nine (49)

Safariland Second Chance MR01 IIA.....\$520.00

(Price quoted with 3 concealment carriers)

For Quantities of Fifty or More

Safariland Second Chance MR01 IIA.....\$510.40

(Price quoted with 3 concealment carriers)

**Threat Level III Ballistic Resistant
 Safariland Tactical (Protech) 2120 rifle plate (10" x 12")**

For Quantities of One (1) to Twenty Four (24)

Safariland Tactical (Protech) 2120 rifle plate (10" x 12")..... \$390.00

For Quantities of Twenty Five (25) to Forty Nine (49)

Safariland Tactical (Protech) 2120 rifle plate (10" x 12")..... \$385.00

For Quantities of Fifty or More

Safariland Tactical (Protech) 2120 rifle plate (10" x 12")..... \$385.00

**Threat Level IIIA Ballistic Resistant
 Safariland American Body Armor**

For Quantities of One (1) to Twenty Four (24)

Safariland American Body Armor XT02 IIIA.....\$726.00

(Price quoted with 3 concealment carriers)

For Quantities of Twenty Five (25) to Forty Nine (49)

Safariland American Body Armor XT02 IIIA.....\$716.00

(Price quoted with 3 concealment carriers)

For Quantities of Fifty or More

Safariland American Body Armor XT02 IIIA.....\$706.00

(Price quoted with 3 concealment carriers)

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Threat Level IIIA Ballistic Resistant Safariland Second Chance

For Quantities of One (1) to Twenty Four (24)
 Safariland Second Chance MR01 IIIA.....\$657.40
(Price quoted with 3 concealment carriers)
For Quantities of Twenty Five (25) to Forty Nine (49)
 Safariland Second Chance MR01 IIIA.....\$647.40
(Price quoted with 3 concealment carriers)
For Quantities of Fifty or More
 Safariland Second Chance MR01 IIIA.....\$637.40
(Price quoted with 3 concealment carriers)

Threat Level I Spike Safariland Second Chance Prism Spike 1

For Quantities of One (1) to Twenty Four (24)
 Safariland Second Chance Prism Spike 1.....\$431.40
(Price quoted is for vest with 2 concealment carriers)
For Quantities of Twenty Five (25) to Forty Nine (49)
 Safariland Second Chance Prism Spike 1.....\$421.40
(Price quoted is for vest with 2 concealment carriers)
For Quantities of Fifty or More
 Safariland Second Chance Prism Spike 1.....\$411.40
(Price quoted is for vest with 2 concealment carriers)

Threat Level II Spike Safariland Second Chance Prism Spike 2

For Quantities of One (1) to Twenty Four (24)
 Safariland Second Chance Prism Spike 2.....\$483.40
(Price quoted is for vest with 2 concealment carriers)
For Quantities of Twenty Five (25) to Forty Nine (49)
 Safariland Second Chance Prism Spike 2.....\$473.40
(Price quoted is for vest with 2 concealment carriers)
For Quantities of Fifty or More
 Safariland Second Chance Prism Spike 2.....\$463.40

Threat Level III Spike Safariland Second Chance Prism Spike 2

For Quantities of One (1) to Twenty Four (24)
 Safariland Second Chance Prism Spike 3.....\$535.40
(Price quoted is for vest with 2 concealment carriers)
For Quantities of Twenty Five (25) to Forty Nine (49)
 Safariland Second Chance Prism Spike 3.....\$525.40
(Price quoted is for vest with 2 concealment carriers)
For Quantities of Fifty or More
 Safariland Second Chance Prism Spike 3.....\$463.40

(Price quoted is for vest with 2 concealment carriers)
(Price quoted is for vest with 2 concealment carriers)
Balance of Catalogue: 48% off retail for Body Armor
30% off Retail for Accessories
40% off Retail for Safariland Protech Tactical

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Contractor: **GH Armor Systems Inc.**
Address: 1 Sentry Drive, PO Box 280,
 Dover, TN 37058
Website: <http://www.gharmorsystems.com/>
Contact: Chris Grado, Managing Director
Phone: (866) 920-5940
Toll Free: (866) 920-5940
Cell Phone: NA
Email: cgrado@gharmorsystems.com or customerservice@gharmorsystems.com
Vendor #: 7000197212
Contract #: 4400006620

Authorized Dealers for Sentry Armor Systems, Inc., dba GH Armor Systems

Dealer: **Harrison's Workwear**
Vendor #: 7000013038
Address: 400 West Blackstock Road
 Spartanburg, SC 29301
Phone: (864) 327-9395
Fax: (864) 327-9395
Contact: Jim Dunson
Phone: (770) 316-0187
Email: jdunson@aol.com
Website: www.harrisonsworkwear.com

Dealer: **Galls LLC**
Vendor #: 7000212116
Address: 1340 Russell Cave Road
 Lexington, KY 40505
Phone: (800) 876-4242
Fax: (877) 914-2557
Contact: Jason Taran
Phone: (910) 742-1244
Email: taran-jason@galls.com
Website: <http://www.galls.com>

Dealer: Cormac Enterprises, LLC
Vendor #: 7000174786
Address: PO Box 4040, Beaufort, SC 29903
Phone: (843) 321-9898
Fax: (678) 258-3929
Contact: Douglas Kahn
Phone: (843) 321-9898
Email: douglas@cormactactical.com
Website: <http://www.cormactactical.com>

Threat Level II Ballistic Resistant GH Armor Systems HeliX II HX02

For Quantities of One (1) to Twenty Four (24)

GH Armor Systems HeliX II.....Two Carriers \$717.75, 3 Carriers \$787.35

For Quantities of Twenty Five (25) to Forty Nine (49)

GH Armor Systems HeliX II.....Two Carriers \$705.38, 3 Carriers \$773.68

For Quantities of Fifty or More

GH Armor Systems HeliX II.....Two Carriers \$693.00, 3 Carriers \$760.20

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Threat Level IIA Ballistic Resistant GH Armor Systems ProX IIA

For Quantities of One (1) to Twenty Four (24)

GH Armor Systems ProX IIA.....Two Carriers \$427.75, 3 Carriers \$497.35

For Quantities of Twenty Five (25) to Forty Nine (49)

GH Armor Systems ProX IIA.....Two Carriers \$420.38, 3 Carriers \$488.78

For Quantities of Fifty or More

GH Armor Systems ProX IIA.....Two Carriers \$413.00, 3 Carriers \$480.20

Threat Level IIIA Ballistic Resistant GH Body Armor IIIA LiteX IIIA

For Quantities of One (1) to Twenty Four (24)

GH Armor Systems LiteX IIIA.....Two Carriers \$717.75, 3 Carriers \$787.35

For Quantities of Twenty Five (25) to Forty Nine (49)

GH Armor Systems LiteX IIIA.....Two Carriers \$705.38, 3 Carriers \$773.78

For Quantities of Fifty or More

GH Armor Systems LiteX IIIA.....Two Carriers \$693.00, 3 Carriers \$760.20

Threat Level I Spike GH Armor Systems Talon 1

For Quantities of One (1) to Twenty Four (24)

GH Armor Systems Talon 1.....Two Carriers \$398.75, 3 Carriers \$468.35

For Quantities of Twenty Five (25) to Forty Nine (49)

GH Armor Systems Talon 1.....Two Carriers \$391.88, 3 Carriers \$807.50

For Quantities of Fifty or More

GH Armor Systems Talon 1.....Two Carriers \$385.00, 3 Carriers \$452.20

Threat Level II Spike GH Armor Systems Talon 2

For Quantities of One (1) to Twenty Four (24)

GH Armor Systems Talon 2.....Two Carriers \$514.75, 3 Carriers \$584.35

For Quantities of Twenty Five (25) to Forty Nine (49)

GH Armor Systems Talon 2.....Two Carriers \$505.88, 3 Carriers \$574.25

For Quantities of Fifty or More

GH Armor Systems Talon 2.....Two Carriers \$497.00, 3 Carriers \$564.20

Threat Level III Spike GH Armor Systems Talon 3

For Quantities of One (1) to Twenty Four (24)

GH Armor Systems Talon 3.....Two Carriers \$572.75, 3 Carriers \$642.35

For Quantities of Twenty Five (25) to Forty Nine (49)

GH Armor Systems Talon 3.....Two Carriers \$562.88, 3 Carriers \$631.28

For Quantities of Fifty or More

GH Armor Systems Talon 3.....Two Carriers \$553.00, 3 Carriers \$620.20

Balance off Catalogue: 42%

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Contractor: **Point Blank Armor**
Address: 2102 SW 2nd Street,
 Pompano Beach, FL 33069
Contact Name: Will Marshall
Contact Phone: (704) 545-7511
Cell Phone: 704-534-0292
Contact Email: bburns@pbarmor.com
Vendor #: 7000197571
Contract #: 4400006622

Authorized Dealers for Point Blank Enterprises, Inc.

Dealer: **Dana Safety Supply**
Vendor #: 7000170275
Address: 4601 Broad River Road
 Columbia, SC 29210
Phone: (803) 798-3670
Toll Free: (800) 832-4568
Fax: (803) 798-3676
Website: <http://www.danasafetysupply.com>
Contact: Mark Cowart – General Manager
Phone: 803-798-3670
Email: <mailto:mcowart@1dss.com>

Dealer: **Wright Johnson Uniforms**
Vendor #: 7000025184
Address: 601 Taylor Street
 Columbia, SC 29201
Phone: (803) 799-9448
Toll Free: N/A
Fax: (803) 799-0924
Website: <http://www.wrightjohnstonuniforms.com>
Contact: Clay Johnson - President
Phone: (803) 799-9448
Email: clay@wrightjohnsonuniforms.com

Dealer: **Uniforms by John, Inc.**
Vendor #: 7000049973
Address: 1518 S. Irby Street
 Florence, SC 29550
Phone: (843) 665-4612
Toll Free: N/A
Fax: (843) 665-4111
Website: N/A
Contact: John Hoover, Jr. – President and Owner
Phone: (843) 665-4612
Email: ubjflorence@aol.com

Dealer: **Design Lab, Inc**
Vendor #: 7000035704
Address: 825 Old Airport Road
 Greenville, SC 29607
Phone: (864) 297-7199 ext. 244
Fax: (864) 297-7198
Contact: Bill Brissey– General Sales Manager
Phone: (864) 297-7199
Email: designlab2@aol.com

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Dealer: Gall's, LLC
Vendor #: 7000036487
Address: 1340 Russell Cave Road
 Lexington, KY 40505
Phone: (859) 266-7227
Fax: (859) 266-1608
Contact: Heidi Noltz – GSA Specialist
Phone: (859) 266-7227 ext. 4735
Email: noltz-heidi@galls.com
Contact: Oliver Bacalla—Bid Specialist
Phone: (859) 266-7227 ext. 2156
Email: bacalla-oliver@galls.com

Threat Level II Ballistic Resistant Hilite/PerformX Carrier (3) w/SP + 2LE

For Quantities of One (1) to Twenty Four (24)
 Hilite/PerformX Carrier (3) w/SP + 2LE.....\$700
For Quantities of Twenty Five (25) to Forty Nine (49)
 Hilite/PerformX Carrier (3) w/SP + 2LE.....\$680
For Quantities of Fifty or More
 Hilite/PerformX Carrier (3) w/SP + 2LE.....\$680

Threat Level IIA Ballistic Resistant Hilite/PerformX Carrier (3) w/BIIA

For Quantities of One (1) to Twenty Four (24)
 Hilite/PerformX Carrier (3) w/BIIA.....\$625
For Quantities of Twenty Five (25) to Forty Nine (49)
 Hilite/PerformX Carrier (3) w/BIIA.....\$600
For Quantities of Fifty or More
 Hilite/PerformX Carrier (3) w/BIIA.....\$600

Threat Level III Ballistic Resistant SOHPC (1) w/Level III 23600 - Plate

For Quantities of One (1) to Twenty Four (24)
 SOHPC (1) w/Level III 23600 – 2 Plate.....\$700
For Quantities of Twenty Five (25) to Forty Nine (49)
 SOHPC (1) w/Level III 23600 – 2 Plate.....\$650
For Quantities of Fifty or More
 SOHPC (1) w/Level III 23600 – 2 Plate.....\$650

Threat Level IIIA Ballistic Resistant Hilite/PerformX Carrier (3) w/XP IIIA

For Quantities of One (1) to Twenty Four (24)
 Hilite/PerformX Carrier (3) w/XP IIIA.....\$725
For Quantities of Twenty Five (25) to Forty Nine (49)
 Hilite/PerformX Carrier (3) w/XP IIIA.....\$700
For Quantities of Fifty or More
 Hilite/PerformX Carrier (3) w/XP IIIA.....\$700

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Threat Level I Spike

C Series Carrier (1), w/Spike 1

For Quantities of One (1) to Twenty Four (24)
 C Series Carrier (1) w/Spike 1.....\$350
For Quantities of Twenty Five (25) to Forty Nine (49)
 C Series Carrier (1) w/Spike 1.....\$325
For Quantities of Fifty or More
 C Series Carrier (1) w/Spike 1.....\$325

Threat Level II Spike

C Series Carrier (1), w/Spike 2

For Quantities of One (1) to Twenty Four (24)
 C Series Carrier (1) w/Spike 2.....\$400
For Quantities of Twenty Five (25) to Forty Nine (49)
 C Series Carrier (1) w/Spike 2.....\$375
For Quantities of Fifty or More
 C Series Carrier (1) w/Spike 2.....\$375

Threat Level III Spike

C Series Carrier (1), w/Spike 3

For Quantities of One (1) to Twenty Four (24)
 C Series Carrier (1) w/Spike 3.....\$475
For Quantities of Twenty Five (25) to Forty Nine (49)
 C Series Carrier (1) w/Spike 3.....\$450
For Quantities of Fifty or More
 C Series Carrier (1) w/Spike 3.....\$450

Threat Level III – Edged Blade

Thrustguard TGM C (TG-1)

For Quantities of One (1) to Twenty Four (24)
 Thrustguard TGM C (TG-1).....\$500
For Quantities of Twenty Five (25) to Forty Nine (49)
 Thrustguard TGM C (TG-1).....\$500
For Quantities of Fifty or More
 Thrustguard TGM C (TG-1).....\$500

Balance of Catalogue: 46% off of Concealable Items
43% off of Tactical Items

Contractor: **Survival Armor**
 Address: 1261 Corporate Lakes Drive
 Unit #8
 Fort Meyers, FL 33913
 Contact Name: Cathy Lowe
 Contact Phone: (239) 210-0891, Ex. 132/(239) 210-0898
 Contact Email: cathylowe@survivalarmor.com
 Cell Phone: (770) 780-0070
Vendor#: 7000105009
Contract # 4400006621

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Authorized Dealers for Survival Armor

Dealer: US Patriot, LLC
Vendor #: 7000046875
Address: 5496A Forest Drive
 Columbia, SC 29206
Phone: (803) 787-9398
Toll Free: N/A
Fax: (866) 857-8794
Website: <http://www.uspatriottactical.com>
Contact: Paul Paterson – Vice President of Operations
Phone: (803) 787-9398
Email: paul@uspatriotstore.com

Dealer: Chief Supply
Vendor #: 700062030
Address: 8604 Cliff Cameron Drive, Suite 105
 Charlotte, NC 28269
Phone: N/A
Toll Free: (800) 733-9281
Fax: (866) 766-0766
Website: <http://www.cheifsupply.com>
Contact: Jeffery Zyats – Sales Manager
Phone: (800) 733-9281, Ex. 4528
Email: jefferyz@cheifsupply.com

Dealer: Harrison's Workwear
Vendor #: 7000013038
Address: 400 Blackstock Road
 Spartanburg, SC 29301
Phone: (864) 327-9395
Toll Free: N/A
Fax: (864) 327-9395
Website: <http://www.harrisonsworkwear.com>
Contact: Mike Christian – Body Armor/Customer Service
Phone: (864) 327-9395
Email: Mchristian@bellsouth.net

Threat Level II Ballistic Resistant Survival Armor LT-II / LT-FEM-II

For Quantities of One (1) to Twenty Four (24)
 Survival Armor LT-II / LT-FEM-II\$732.12
For Quantities of Twenty Five (25) to Forty Nine (49)
 Survival Armor LT-II / LT-FEM-II\$732.12
For Quantities of Fifty or More
 Survival Armor LT-II / LT-FEM-II\$732.12

Threat Level III Ballistic Resistant 23600 Plate w/out carrier

For Quantities of One (1) to Twenty Four (24)
 23600\$583.74
For Quantities of Twenty Five (25) to Forty Nine (49)
 23600\$583.74
For Quantities of Fifty or More

Kristen Moss, CPPB, Procurement Officer Materials Management Office
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 Telephone: (803) 737-2772 Columbia, SC 29201
 23600\$583.74

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Threat Level IIIA Ballistic Resistant Survival Armor LT-IIIA / TKU-FEM-IIIA

For Quantities of One (1) to Twenty Four (24)
 LT-IIIA / TKU-FEM-IIIA\$810.06
For Quantities of Twenty Five (25) to Forty Nine (49)
 LT-IIIA / TKU-FEM-IIIA\$810.06
For Quantities of Fifty or More
 LT-IIIA / TKU-FEM-IIIA\$810.06

Threat Level I Spike Survival Armor SAS-1

For Quantities of One (1) to Twenty Four (24)
 SAS-1.....\$671.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 SAS-1.....\$671.00
For Quantities of Fifty or More
 SAS-1.....\$671.00

Threat Level II Spike Survival Armor SAS-2

For Quantities of One (1) to Twenty Four (24)
 SAS-2.....\$770.96
For Quantities of Twenty Five (25) to Forty Nine (49)
 SAS-2.....\$770.96
For Quantities of Fifty or More
 SAS-2.....\$770.96

Threat Level III Spike Survival Armor SAS-3

For Quantities of One (1) to Twenty Four (24)
 SAS-3.....\$868.94
For Quantities of Twenty Five (25) to Forty Nine (49)
 SAS-3.....\$868.94
For Quantities of Fifty or More
 SAS-3.....\$868.94

Threat Level I Spike C Series Carrier (1), w/Spike 1

For Quantities of One (1) to Twenty Four (24)
 C Series Carrier (1) w/Spike 1.....\$350
For Quantities of Twenty Five (25) to Forty Nine (49)
 C Series Carrier (1) w/Spike 1.....\$325
For Quantities of Fifty or More
 C Series Carrier (1) w/Spike 1.....\$325

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Threat Level II Spike

C Series Carrier (1), w/Spike 2

For Quantities of One (1) to Twenty Four (24)

C Series Carrier (1) w/Spike 2.....\$400

For Quantities of Twenty Five (25) to Forty Nine (49)

C Series Carrier (1) w/Spike 2.....\$375

For Quantities of Fifty or More

C Series Carrier (1) w/Spike 2.....\$375

Threat Level III Spike

C Series Carrier (1), w/Spike 3

For Quantities of One (1) to Twenty Four (24)

C Series Carrier (1) w/Spike 3.....\$475

For Quantities of Twenty Five (25) to Forty Nine (49)

C Series Carrier (1) w/Spike 3.....\$450

For Quantities of Fifty or More

C Series Carrier (1) w/Spike 3.....\$450

Threat Level III – Edged Blade

Thrustguard TGMG (TG-1)

For Quantities of One (1) to Twenty Four (24)

Thrustguard TGMG (TG-1).....\$500

For Quantities of Twenty Five (25) to Forty Nine (49)

Thrustguard TGMG (TG-1).....\$500

For Quantities of Fifty or More

Thrustguard TGMG (TG-1).....\$500

Balance of Catalogue: 54%

Contractor: **U.S. Patriot**
Address: 212 Candi Lane
 Columbia, SC 29210
Contact Name: Tom Woollen – Regional Manager
Contact Phone: (800) 805-5294, Ex. 410
Contact Fax: (866) 857-8794
Cell Phone: (336) 239-8362
Contact Email: tom@uspatriottactical.com
Contact Name: Wendy Foster – SE Regional Manager
Contact Phone: (800) 805-5294, Ex. 424
Contact Fax: (866) 857-8794
Cell Phone: (336) 239-8362
Vendor#: 7000046875
Contract # 4400006615

Manufacturer:

Dealer: **KDH Defense Systems, Inc.**
Address: 750A Fieldcrest Road,
 Eden, NC 27288
Contact: Sherry Loy – Program Manager

Kristen Moss, CPPB, Procurement Officer Materials Management Office
 Email: kmoss@mmo.sc.gov 1201 Main Street, Suite 600
 Telephone: (803) 737-2772 Columbia, SC 29201
Phone: (336) 635-6274
Toll Free: N/A
Fax: (336) 635-4160
Website: <http://www.kdhdefensesystems.com>

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Contact: Michael Barrella – Regional Sales Manager
Cell Phone: (336) 280-1792
Fax: (336) 635-6340

Threat Level II Ballistic Resistant **KDH MD-101-II**

For Quantities of One (1) to Twenty Four (24)
 KDH MD-101-II\$560.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 KDH MD-101-II\$550.00
For Quantities of Fifty or More
 KDH MD-101-II\$540.00

Threat Level IIIA Ballistic Resistant **KDH MD-101-IIIA**

For Quantities of One (1) to Twenty Four (24)
 KDH MD-101-IIIA.....\$590.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 KDH MD-101-IIIA.....\$580.00
For Quantities of Fifty or More
 KDH MD-101-IIIA.....\$570.00

Threat Level I Spike **KDH-BS1**

For Quantities of One (1) to Twenty Four (24)
 KDH-BS1\$324.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 KDH-BS1\$317.00
For Quantities of Fifty or More
 KDH-BS1\$311.00

Threat Level II Spike **KDH-BS2**

For Quantities of One (1) to Twenty Four (24)
 KDH-BS2\$367.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 KDH-BS2\$360.00
For Quantities of Fifty or More
 KDH-BS2\$353.00

Threat Level III Spike **KDH-BS3-1**

For Quantities of One (1) to Twenty Four (24)
 KDH-BS3-1\$461.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 KDH-BS3-1\$455.00
For Quantities of Fifty or More
 SAS-3.....\$448.00

Balance of Catalogue: 48%

Kristen Moss, CPPB, Procurement Officer Materials Management Office
 Email: kmoss@mmo.sc.gov 1201 Main Street, Suite 600
 Telephone: (803) 737-2772 Columbia, SC 29201

Section: A
 Page: 36
 Date: 05/06/2013

Contractor: Dana Safety Supply, dba, Palmetto Distributors

Address: 4601 Broad River Road
 Columbia, SC 29210

Phone: (803) 798-3670

Fax: (803) 798-3676

Toll Free: (866) 832-4568

Website: <http://www.danasafetysupply.com>

Contact: Mark Cowart – General Manager

Phone: (803) 798-3670

Email: mcowart@1dss.com

Contract #: 4400006618

Vendor #: 7000170274

Manufacturer: Armor Express

Contact: Norm McLeod

Phone: (603) 289-8090

Cell Phone: (603) 289-8090

Threat Level II Ballistic Resistant

Armor Express HLO-D-II AND HLOF-D-II

For Quantities of One (1) to Twenty Four (24)

Armor Express HLO-D-II AND HLOF-D-II.....\$660.00

For Quantities of Twenty Five (25) to Forty Nine (49)

Armor Express HLO-D-II AND HLOF-D-II.....\$660.00

For Quantities of Fifty or More

Armor Express HLO-D-II AND HLOF-D-II.....\$660.00

Threat Level III Ballistic Resistant

Armor Express TRITON III SA #112211

For Quantities of One (1) to Twenty Four (24)

Amor Express TRITON III SA #112211.....\$600.00

For Quantities of Twenty Five (25) to Forty Nine (49)

Amor Express TRITON III SA #112211.....\$600.00

For Quantities of Fifty or More

Amor Express TRITON III SA #112211.....\$600.00

Threat Level IIIA Ballistic Resistant

Armor Express QTM-BIIIA and QTMF-C-IIIA

For Quantities of One (1) to Twenty Four (24)

Armor Express QTM-BIIIA and QTMF-C-IIIA.....\$660.00

For Quantities of Twenty Five (25) to Forty Nine (49)

Armor Express QTM-BIIIA and QTMF-C-IIIA.....\$660.00

For Quantities of Fifty or More

Armor Express QTM-BIIIA and QTMF-C-IIIA.....\$660.00

Threat Level I Spike

Armor Express TAURUS SPK 1 802210

For Quantities of One (1) to Twenty Four (24)

Kristen Moss, CPPB, Procurement Officer Materials Management Office
 Email: kmoss@mmo.sc.gov 1201 Main Street, Suite 600
 Telephone: (803) 737-2772 Columbia, SC 29201

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 Date: 05/06/2013

TAURUS SPK 1 802210.....\$375.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 TAURUS SPK 1 802210.....\$375.00
For Quantities of Fifty or More
 TAURUS SPK 1 802210.....\$375.00

Threat Level II Spike

Armor Express TAURUS SPK 2 606160

For Quantities of One (1) to Twenty Four (24)
 Armor Express TAURUS SPK 2 606160.....\$390.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 Armor Express TAURUS SPK 2 606160.....\$390.00
For Quantities of Fifty or More
 Armor Express TAURUS SPK 2 606160.....\$390.00

Threat Level III Spike

Armor Express TAURUS SPK 3 805210

For Quantities of One (1) to Twenty Four (24)
 Armor Express TAURUS SPK 3 805210.....\$480.00
For Quantities of Twenty Five (25) to Forty Nine (49)
 Armor Express TAURUS SPK 3 805210.....\$480.00
For Quantities of Fifty or More
 Armor Express TAURUS SPK 3 805210.....\$480.00

Discount from Catalogue – 45%

Threat Level I, 2, and 3 Edged Blade

See Level Spike Levels 1, 2, and 3 above

Notes for Contract #4400006618

- Level III armor only comes as an external option (not concealable) what we have bid comes with one external carrier and two hard Level III plates
- For "edged blade" protection AE offers the Spike 1,2,3 vest as the same for edged blade
- Bid our pricing is based on three (3) carriers with the following exception: Level III vest because it is not a concealable vest it only comes with one carrier.
 - To allow a price difference for those agencies that only require two carriers (instead of three) an agency may deduct \$50.00 from the bid pricing on all Level II, Level IIA, Level IIIA, SPIKE1, SPIKE2, SPIKE3, BLADE1, BLADE2 and BLADE3 for the package with two carriers. **This does not apply on Level III package**



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Kronos Support Services Renewal, as requested by the Information Technology Department. Award to Kronos Incorporated, in the amount of \$80,510.49. This vendor is located in Chelmsford, MA.

FINANCIAL IMPACT: Funding Source: General Admin Information Tech-Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$80,510.49.

ORIGINAL BUDGET: \$80,510.49

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

We are seeking City Council's approval for the renewal of the maintenance services agreement with Kronos Incorporated for Software Support Services, Equipment Support Services, and Educational Services, in the amount of \$80,510.49.

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

ATTACHMENTS:

- **#a:** Kronos Support Services Quote (PDF)

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

08-AUG-2017
SYLVIA WHITE
CITY OF COLUMBIA
Solution ID: 6109747

Subject: Kronos Support Services Quote for CITY OF COLUMBIA
Contract #: 1190570 R30-MAY-17

Dear SYLVIA,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

Sharon Beaudry
Contract Administrator

tel: 978-947-6713
fax: (978)-596-0007
email: sharon.beaudry@kronos.com

Support Services Quote

Page 1 of 3

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R30-MAY-17
Date: 08-AUG-2017
Prepared by: Sharon Beaudry / US Central7

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA/IT
 1136 WASHINGTON ST
 2ND FL, SUITE 202/204
 COLUMBIA SC 29201
 UNITED STATES

Contact: SYLVIA WHITE
Email: swhite@columbiasc.net

CONTRACT SUMMARY

Contract Period: 28-SEP-2017 - 27-SEP-2018

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	55,117.28	0.00	55,117.28
Equipment Support Services	13,258.29	1,060.70	14,318.99
Educational Services	5,110.48	0.00	5,110.48
Total	73,486.05	1,060.70	74,546.75

Annualized Contract Value: 76,298.64

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

KRONOS INCORPORATED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Support Services Quote

Page 2 of 3

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R30-MAY-17
Date:
Prepared by: Sharon Beaudry / US Central7

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29217
UNITED STATES

Ship To: CITY OF COLUMBIA/IT
1136 WASHINGTON ST
2ND FL, SUITE 202/204
COLUMBIA SC 29201
UNITED STATES

Contact: ROBIN SCHERER
Email: rfscherer@columbiasc.net

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ABSENCE MANAGER V6	2,400	28-SEP-2017	27-SEP-2018	365
2	Gold	WORKFORCE EMPLOYEE V6	1,350	28-SEP-2017	27-SEP-2018	365
3	Gold	WORKFORCE INTEGRATION MANAGER V6	2,400	28-SEP-2017	27-SEP-2018	365
4	Gold	WORKFORCE INTEGRATION MANAGER V6 TO TELESTAFF		28-SEP-2017	27-SEP-2018	365
5	Gold	WORKFORCE MANAGER V6	325	28-SEP-2017	27-SEP-2018	365
6	Gold	WORKFORCE RECORD MANAGER V6	2,400	28-SEP-2017	27-SEP-2018	365
7	Gold	WORKFORCE TIMEKEEPER V6	2,400	28-SEP-2017	27-SEP-2018	365
8	Gold	WORKFORCE ABSENCE MANAGER V6	50	14-JUL-2018	27-SEP-2018	76
9	Gold	WORKFORCE INTEGRATION MANAGER V6	50	14-JUL-2018	27-SEP-2018	76
10	Gold	WORKFORCE MANAGER V6	25	14-JUL-2018	27-SEP-2018	76
11	Gold	WORKFORCE RECORD MANAGER V6	50	14-JUL-2018	27-SEP-2018	76
12	Gold	WORKFORCE TIMEKEEPER V6	50	14-JUL-2018	27-SEP-2018	76

	Support Services	Estimated Tax	Subtotal
Software Support Services	55,117.28	0.00	55,117.28

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	28	28-SEP-2017	27-SEP-2018	365
2	Depot Exchange	Options: InTouch	28	28-SEP-2017	27-SEP-2018	365
3	Depot Exchange	Data Collection: InTouch	3	15-AUG-2018	27-SEP-2018	44
4	Depot Exchange	Options: InTouch	3	15-AUG-2018	27-SEP-2018	44

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	13,258.29	1,060.70	14,318.99

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2017	27-SEP-2018	365

Support Services Quote

Page 3 of 3

	Support Services	Estimated Tax	Subtotal
Educational Services	5,110.48	0.00	5,110.48



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of the Annual Licenses for Banner CIS Utility Billing Software, as requested by the Budget and Program Management Office. Award to Hansen Technologies in the amount of \$116,723.20. This vendor is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: General Admin Information Tech-Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$150,000.00.

ORIGINAL BUDGET: \$150,000

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

We are seeking City Council's approval for the City's annual maintenance and support agreement with Hansen Technologies for the Banner CIS utility billing software which is responsible for the billing and customer management for water and sewer, parking garages and solid waste. Funds for this agreement are included in the FY 17/18 annual budget.

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

(Code 1979, § 1-3044; 2009-120, 12-2-09; Ord. No. 2011-103, 1-17-12; Ord. No. 2013-050, 5-7-13; Ord. No. 2014-075, 8-19-14))

ATTACHMENTS:

- **#a:** Hansen Technologies Invoices (PDF)

TAX ID: 46-5651020
Invoice No. B001859
Date 6/5/2017
Due Date 7/5/2017

Bill To:
City of Columbia
1401 Main St FL 10
Columbia SC 29201

Ship To:
City of Columbia
1401 Main St FL 10
Columbia SC 29201

Attention	Customer Number	Purchase Order No.
	COL001	

Description	Quantity	Unit Price	Total Amount
BANNER CIS Annual Maintenance 150,000 Licenses Coverage Period ; 1st July 2017 to 30th June 2018	1.00	101,183.58	101,183.58

Account Manager - Kristy Dickens

SUBTOTAL:	Z-US\$	101,183.58
SALES TAX:	Z-US\$	0.00
INVOICE TOTAL:	Z-US\$	101,183.58

Remit Checks to:
Hansen Banner, LLC
The Empire State Building
350 Fifth Avenue, Suite 6510
New York NY 10118
HansenNAAR@hsntech.com

Direct Payments to:
Hansen Banner, LLC
Routing: ACH 121000358 / Wire 021000322
Acct: 483043641195 / SWIFT # BOFAUS3N
Bank of America, NA
350 5th Ave, New York, NY 10118



Hansen Banner, LLC
1180 West Peachtree Street
Suite 2460
Atlanta GA 30309
Tel: 404-348-4440

15.a

TAX ID: 46-5651020
Invoice No. B001860
Date 5/31/2017
Due Date 6/30/2017

Bill To:
City of Columbia
1401 Main St FL 10
Columbia SC 29201

2184228

Ship To:
City of Columbia
1401 Main St FL 10
Columbia SC 29201

Attention	Customer Number	Purchase Order No.
	COL001	

Description	Quantity	Unit Price	Total Amount
MICROFOCUS Annual Maintenance Coverage Period: 1st July 2017 to 30th June 2018	1.00	15,539.62	15,539.62

Account Manager - Kristy Dickens

SUBTOTAL:	Z-US\$	15,539.62
SALES TAX:	Z-US\$	0.00
INVOICE TOTAL:	Z-US\$	15,539.62

Remit Checks to:
Hansen Banner, LLC
The Empire State Building
350 Fifth Avenue, Suite 6510
New York NY 10118
HansenNAAR@hsntech.com

Direct Payments to:
Hansen Banner, LLC
Routing: ACH 121000358 / Wire 021000322
Acct: 483043641195 / SWIFT # BOFAUS3N
Bank of America, NA
350 5th Ave, New York, NY 10118

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We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract Renewal for Oracle Support Services for Fiscal Year 2017/2018, as requested by the Information Technology Services Department. Award to Mythics, Inc., in the amount of \$179,862.92. This firm is located in Virginia Beach, VA.

FINANCIAL IMPACT: Funding Source: Information Technology: Maintenance and Service Contract; 1011120- 638200. The original budgeted amount is \$179,862.92.

ORIGINAL BUDGET: \$179,862.92

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Department of Information and Technology requests City Council's approval for the renewal of Oracle Software License and System Support. We respectfully request this approval to use SC State Contract #4400006276 vendor, Mythics, Inc., at the following quantity and cost plus sales tax.

1-Oracle Support	\$166,539.74
Sales Tax	<u>\$13,323.18</u>
Total	\$179,862.92

Mythics, Inc. is located in Virginia Beach, Virginia 23454

Sec. 2-204. - 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:
(9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Quote and State Contract (PDF)
- **#b:** MT # 3729_Oracle-SC4400006276 (PDF)



Mythics Ordering Document # 81817-AM -01

End User Contact: Mark Johnson
 End User Name: City of Columbia
 End User Address: mjohnson@columbiasc.net

Price Valid Thru: 8/31/2017

Prepared By: Mythics, Inc
 Contact: Alexander Mavrophilous
 Phone: 757.233.8066
 Email Address: amavrophilous@mythics.com

ORACLE SUPPORT RENEWAL

Line Item	Oracle Product Description	CSI	Level	Quantity	Support Term	Oracle License Type	Cost
1	Configuration Management Pack for Oracle Middleware	3383348	FULL USE	10	1-Aug-17 To 31-Jul-18	Named User Plus	\$ 125.94
2	Configuration Management Pack for Oracle Middleware	3383348	FULL USE	2	1-Aug-17 To 31-Jul-18	Processor	\$ 1,259.65
3	Diagnostics Pack for Oracle Middleware	3383348	FULL USE	10	1-Aug-17 To 31-Jul-18	Named User Plus	\$ 261.98
4	Diagnostics Pack for Oracle Middleware	3383348	FULL USE	2	1-Aug-17 To 31-Jul-18	Processor	\$ 2,620.16
5	Oracle Database Enterprise Edition	3383348	FULL USE	35	1-Aug-17 To 31-Jul-18	Named User	\$ 5,239.67
6	Oracle Database Enterprise Edition	3383348	FULL USE	8	1-Aug-17 To 31-Jul-18	Processor	\$ 57,578.70
7	Oracle Diagnostics Pack	3383348	FULL USE	35	1-Aug-17 To 31-Jul-18	Named User	\$ 130.58
8	Oracle Diagnostics Pack	3383348	FULL USE	6	1-Aug-17 To 31-Jul-18	Processor	\$ 1,497.03
9	Oracle Internet Developer Suite	3383348	FULL USE	10	1-Aug-17 To 31-Jul-18	Named User	\$ 4,678.26
10	Oracle Programmer	3383348	FULL USE	35	1-Aug-17 To 31-Jul-18	Processor	\$ 1,871.31
11	Oracle Tuning Pack	3383348	FULL USE	8	1-Aug-17 To 31-Jul-18	Named User	\$ 130.68
12	Oracle Tuning Pack	3383348	FULL USE	1	1-Aug-17 To 31-Jul-18	Processor	\$ 1,497.05
13	Pure Name & Address (North America)	3383348	FULL USE	8	1-Aug-17 To 31-Jul-18	Processor	\$ 3,742.81
14	Oracle Real Application Clusters	15934380	FULL USE	10	1-Aug-17 To 31-Jul-18	Named User Plus	\$ 33,940.26
15	Oracle WebLogic Server Standard Edition	15934380	FULL USE	2	1-Aug-17 To 31-Jul-18	Processor	\$ 169.26
16	Configuration Management Pack for Oracle Middleware	15934380	FULL USE	3	1-Aug-17 To 31-Jul-18	Processor	\$ 1,692.68
17	Diagnostics Pack for Oracle Middleware	15934380	FULL USE	1	22-Aug-17 To 21-Aug-18	Processor	\$ 20,181.84
18	Oracle WebCenter Content	16721751	FULL USE	8	21-Nov-17 To 20-Nov-18	Processor	\$ 19,678.69
19	Oracle Advanced Security	16826931	FULL USE			Processor	\$ 10,342.53
Total Price							\$ 156,539.74

Please put the following language on any purchase order that may follow this Ordering Document:

This order is placed pursuant to the terms of Mythics South Carolina state contract SC: 4400006276.

Payment Terms: Technical Support Services: Check one

☒ Net 30

* Applicable State taxes will be added unless an exemption is provided.

Terms and Conditions of Sale:

☒ This is a funded non-cancellable commitment and a copy of the Purchase Order, solely to facilitate invoicing and payment, will follow

no later than September 15th 2017.

The undersigned has authority to enter into a contract on behalf of the End-User agreeing to the following terms and conditions outlined herein.

Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of the support until payment has been received in full for any outstanding balance or costs incurred.

You agree that Mythics has the right to cancel your technical support services with Oracle due to non-payment.

You agree that the period of support shall be from August 1st 2017 to November 20th 2018.

Payment of this contract is due in full in accordance with the above referenced payment terms.

This is a non-cancellable order.

You agree that this order is placed pursuant to the terms and conditions of Mythics South Carolina state contract SC: 4400006276.

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the services ordered.

Signature

Printed Name and Title

Date

MOD-SR-0516

STATE OF SOUTH CAROLINA
B&CB, DIV. OF PROCUREMENT SERVICES, ITMO
1201 MAIN STREET, SUITE 601
COLUMBIA SC 29201

Intent to Award

Posting Date: January 22, 2013

Solicitation: 5400003569
Description: Statewide Contract for Oracle Software
Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, February 04, 2013**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov ,

(b) by facsimile at 803-737-0102, or

(c) by post or delivery to 1201 Main Street, Suite 601 Columbia, SC 29201.

Contract Number: 4400006276

Awarded To: MYTHICS INC
1439 N GREAT NECK RD
VIRGINIA BEACH VA 23454

Total Potential Value: \$ 5,000,000.00

Maximum Contract Period: February 04, 2013 through February 03, 2018

Item	Description	State Discount Off of Manufacturer's List Price
00001	ORACLE SOFTWARE	38.46%

Procurement Officer
Debbie Lemmon

Contract Name: Oracle Software Solicitation Number: 5400003569 Contract Period: 02/04/2013 to 02/03/2018 Terms and Conditions	ITMO Procurement Manager: Sarah Hancock 803-896-0022 shancock@mmo.sc.gov Last Updated: 7/20/2017
Effective September 1, 2013, any Purchase Order addressed to the SAM will not be processed. Please adjust your Purchase Orders and business forms/processes accordingly.	
Click here for instructions how to place orders for Oracle software	
For questions regarding your Oracle Agreement, or the options that may be available to you, please contact Jessica Richmond at Mythics, Inc or Eric Seifert at Mythics, Inc directly. Mythics, Inc Jessica Richmond Contracts Specialist Mythics Inc. 1439 N. Great Neck RD. Virginia Beach, VA 23454 757.226.7610 (O) 757.870.1274 (M) 757.412.1060 (F) jrichmond@mythics.com Eric Seifert Strategic Programs, S&L Government Mythics Inc. 1439 N. Great Neck Road Virginia Beach, VA 23454 757-493-3016 (O) 757-374-0856 (M) 757-412-1060 (F) eseifert@mythics.com Daniel Wasson Support Sales Rep III Mythics, Inc. 1439 N. Great Neck Road Virginia Beach, VA. 23454 757-493-3015 (O) 757-274-9978 (M) 757-412-1060 (F) dwasson@mythics.com Tara Smyth Education Account Specialist Mythics, Inc. 1439 N. Great Neck Rd.	

Virginia Beach, VA
 23454 757-452-4736
 (office)
 703-217-8218 (mobile)
 757-965-9486 (fax)
tsmyth@mythics.com

Contract #: 4400006276

FEIN:

Contract Pricing

Contract Award – Details discount

How to Place Purchase Orders for Oracle software

To place purchase orders for your Oracle software needs, please use the following four steps:

Step 1

Visit the State's Procurement website for pricing. If you need assistance, contact Mythics for a quote (if needed).

Step 2

Complete your Purchase Order—ensuring that the PO is addressed to Mythics, Inc.

ALL USERS

1. You MUST make sure that your PO matches the Quote 100%.
2. The amount of taxes on your PO should match what is referenced on the quote. Electronic Delivered items are Tax Exempt.
3. Electronic Delivery items should include a note that states "Electronic Delivery Only". This is a requirement on all orders that include downloaded software – NOT MEDIA.
4. Include your Quote Number on all PO's you send.
5. Include a "Ship to" address even if nothing ships with the order.

If you fail to follow these instructions Purchase Orders will be returned for correction or the tax indicated on the PO will be applied to the order and any request for reimbursement of paid taxes will need to be handled through the Department of Revenue.

Step 3

Email the purchase order to Mythics:

Email the PO to: jrichmond@mythics.com

Important: Any purchase orders addressed to NewVenue Technologies will not be processed.

Step 4

Software will be provided and invoiced to agencies directly from Mythics.

Please provide the contact information for your primary licensing contact on each Purchase Order. Please choose the individual to whom the Oracle Licensing Confirmations should be sent. This simple procedure should allow you to fully catalog your Oracle licenses and may simplify tracking of lost or missing orders.

***The Primary Licensing Contact Information requested is as follows:**

Primary Contact Person
 Primary Contact Person E-mail Address
 Primary Contact Person Phone Number

***The primary licensing contact should be a single point of contact per department or agency.**



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Assistant City Manager of Columbia Water

FROM: *Clint Shealy, Assistant City Manager of Columbia Water*

SUBJECT: Council is asked to approve the Annual Drinking Water Fee, as requested by Columbia Water. Award to SC DHEC in the amount of \$58,002.00.

PRESENTER: CLINT E. SHEALY, ACM, COLUMBIA WATER

FINANCIAL IMPACT: These fees were included in the FY 17-18 Budget. Allocation of funds will be split 50/50 between 5516206 and 5516207. The original budgeted amount is \$86,000.00.

ORIGINAL BUDGET: \$86,000.00

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** QK70693-7 DHEC INVOICE (PDF)



**DIRECT EXPENSE INVOICE
RETURN TO ACCOUNTING - ATTENTION DIRECT PAY**

VENDOR NO.: V013630

DATE: 8/10/17

VENDOR NAME SC DHEC
and ADDRESS: ATTN: BUREAU OF FINANCIAL MANAGEMENT
PO BOX 100103
COLUMBIA, SC 29202-3103

INVOICE NO.: QK70693-7

DESCRIPTION: ANNUAL FEE FOR COMMUNITY - DRINKING WATER ANNUAL BILLING

COMMODITY CODE: 96100

CHARGE ACCOUNT: 5516206/5516207 - 638200

INVOICE AMOUNT/ \$ 58,002.00 SPLIT 50/50 BETWEEN 5516206/5516207
SPLIT ACCOUNTS (\$ OR %) %

SELECT ONE: PICK UP BY DEPT /NAME: _____

☐ MAIL w/attachmentsSPECIAL
INSTRUCTIONS:

AUTHORIZATIONS

REQUESTOR NAME: AMANDA JACKSON

Amanda Jackson
Requestor Signature

DEPT/DIV HEAD NAME: TREY VARN

Trey Varn 8/8
Dept/Div Head Signature (Under \$5,000)

ACM NAME: CLINT E. SHEALY

Clint E. Shealy
Assistant City Manager Signature (\$5,000 to \$25,000)

CITY MANAGER: TERESA WILSON

Teresa Wilson 8/15/17
City Manager Signature (\$25,000.01 to \$49,999.99)

PAYMENTS EXCEEDING \$50,000 MUST BE APPROVED BY CITY COUNCIL

*This form is to be filled out completely with appropriate signatures and all supporting documentation attached prior to processing.
W-9s should be sent to Purchasing and noted as "Direct Pay" to set up vendor before submitting this form to Accounting.*



Vol 3630

Environmental Quality Control

2600 Bull Street
Columbia, SC 29201
Tax ID# 57-6000286

Drinking Water Annual Billing

CLINT SHEALY
CITY OF COLUMBIA
300 LAUREL ST
COLUMBIA SC 29201

Invoice Date: 07/20/2017
Invoice Number: QK70693-7
Invoice Amount: \$58,002.00
Program ID: 4010001
Billing Period: 07/01/2017
Through 06/30/2018

Qty	Description	Unit Price	Extended
1.00	Annual Fee for Community	58,002.00	58,002.00
ORIGINAL			
	Total		\$58,002.00

In accordance with R 61-30.C(4), construction permits or modifications, revision, or reissue of an operating permit will not be issued until all outstanding fees have been paid in full.

South Carolina Department of Health and Environmental Control

Facility Name: COLUMBIA CITY OF
Program ID: 4010001
Invoice Number: QK70693-7 Amount Due: \$58,002.00

Amount Remitted:
\$

To ensure proper credit, please return this portion of the invoice with your payment including the invoice number on your remittance. Internet payments by credit card/check can also be made by going to WWW.SCDHEC.GOV and clicking on the "PAY INVOICES" under "Online Tools and Services." (Limit \$3,000.00 and \$1.00 transaction fee for debit/credit card payment. No limit or fee on ACH/E-check.) Change of address and credit card payment forms are on the reverse side of this invoice. Payment is due upon receipt.

SC DHEC
Attn: Bureau of Financial Management
PO Box 100103
Columbia, SC 29202-3103

$\div 4 = \$14,500.50$ installments

ATTENTION: PUBLIC WATER SYSTEM OWNERS/OPERATORS

RE: FY 2018 SAFE DRINKING WATER ACT ANNUAL INVOICE

Enclosed is your invoice(s) covering the fiscal year 2018 Drinking Water Annual Fee. Invoices are due upon receipt and are past due thirty days thereafter.

Penalties of 10% on the 60th day and an additional 25% on the 90th day will be added to outstanding amounts. Postmark date is not considered the received date.

The fee assessment for your public water system is based upon the level of services received and is comprised of three components: program administration, distribution monitoring, and source monitoring. A Summary of SDWA (Safe Drinking Water Act) Services is enclosed.

Information such as the number of taps, the population served, and the number of sources used in the formula for calculating your fee is collected by Department staff during regularly scheduled sanitary surveys. Updates or changes to this information must be conducted through your local DHEC Environmental Quality Control District Office.

If you have any questions concerning how the fee was calculated for your public water system, please contact the Marty Chaney at (803) 898-3554 or email chaneymc@dhec.sc.gov.

For questions concerning payment of the fee, please contact Kevin Graham with Accounts Receivable at (803) 898-1272 or grahamkb@dhec.sc.gov.

CHANGE OF ADDRESS

FACILITY NAME: _____
 CONTACT NAME: _____
 PHYSICAL ADDRESS: _____
 MAILING ADDRESS: _____
 CITY, STATE, ZIP: _____
 TELEPHONE NO. FOR NEW ADDRESS: () _____
 CUSTOMER'S SIGNATURE: _____

CREDIT CARD INFORMATION

NAME AS IT APPEARS ON CARD: _____
 MAILING ADDRESS: _____
 CITY, STATE, ZIP: _____
 TELEPHONE#: _____ FAX#: _____
 AMERICAN EXPRESS/VISA/MASTERCARD/DISCOVER
 Type of card - circle one
 CREDIT CARD NUMBER: _____
 CVV#: _____ EXPIRATION DATE: _____
 AUTHORIZED SIGNATURE: _____



**BUREAU OF WATER
FY 2018 DRINKING WATER INVOICE**

The Department would like to again extend the opportunity for public water systems to make payments of the FY 2018 Drinking Water fees. If you choose to pay in installments, the following terms apply:

To be a participant, you must return this completed original agreement form by AUGUST 17, 2017 in the enclosed envelope. EQC Administration will furnish your facility with an ACKNOWLEDGED copy of the agreement by AUGUST 31, 2017. Failure to submit this agreement will result in the assessment of penalties to any outstanding balance on the 60th and 90th day from invoice date. Please contact Kevin Graham at 803-898-1272 if you did not receive the acknowledged copy by AUGUST 31, 2017.

Each installation is one-fourth of the total invoice. The payment **MUST BE RECEIVED IN THIS OFFICE ON OR BEFORE (NOT POSTMARKED) THE DATE INDICATED BELOW**. IF PAYMENT IS NOT RECEIVED BY THE SCHEDULED DATE, APPLICABLE PENALTIES WILL BE ADDED TO THE OUTSTANDING QUARTERLY INSTALLMENT. A TEN PERCENT (10%) PENALTY WILL BE ASSESSED IMMEDIATELY AGAINST THE QUARTERLY INSTALLMENT. IF THE QUARTERLY PAYMENT REMAINS UNPAID AFTER 30 DAYS, AN ADDITIONAL TWENTY-FIVE (25%) PENALTY WILL BE ASSESSED AGAINST THE QUARTERLY INSTALLMENT.

Please note that all payment schedules previously established for other fiscal years are to continue in addition to the new FY 2018 payment arrangement.

1st PAYMENT TO BE RECEIVED BY SC DHEC 9-15-2017 2ND PAYMENT TO BE RECEIVED BY SC DHEC 12-01-2017
3RD PAYMENT TO BE RECEIVED BY SC DHEC 03-01-2018 4TH PAYMENT TO BE RECEIVED BY SC DHEC 06-01-2018

NOTE: PLEASE DO NOT SEND YOUR FIRST INSTALLMENT/PAYMENT WITH THIS FORM. PAYMENT SHOULD BE SUBMITTED SEPARATELY AFTER AUGUST 31, 2017 TO ENSURE PAYMENT AGREEMENT IS IN EFFECT PRIOR TO POSTING ANY PAYMENT.

(Detach here and return using the enclosed envelope)
Address change and credit card payment information is on the reverse side

FY 2018 DRINKING WATER ANNUAL FEE PAYMENT SCHEDULE

System Name _____ System # _____ Inv # _____ Inv Amount _____

I, _____ ACTING ON BEHALF OF THE ABOVE NAMED WATER SYSTEM, AGREE TO MAKE FOUR EQUAL PAYMENTS BASED UPON THE FOLLOWING SCHEDULE:

1st PAYMENT TO BE RECEIVED BY SC DHEC 9-15-2017 2ND PAYMENT TO BE RECEIVED BY SC DHEC 12-01-2017
3RD PAYMENT TO BE RECEIVED BY SC DHEC 03-01-2018 4TH PAYMENT TO BE RECEIVED BY SC DHEC 06-01-2018

IN SIGNING BELOW, I UNDERSTAND THAT FAILURE TO COMPLY WITH THE ABOVE SCHEDULE WILL RESULT IN THE ASSESSMENT OF APPLICABLE PENALTY (IES).

SYSTEM REPRESENTATIVE _____ DATE _____ ACKNOWLEDGED BY: _____ SCDHEC REPRESENTATIVE _____ DATE _____

SC DHEC
ACCOUNTS RECEIVABLE – KEVIN GRAHAM
2600 BULL STREET
COLUMBIA SC 29201

CHANGE OF ADDRESS

FACILITY NAME: _____

CONTACT NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. FOR NEW ADDRESS: () _____

CUSTOMER'S SIGNATURE: _____

CREDIT CARD INFORMATION

NAME AS IT APPEARS ON CARD: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE#: _____ FAX#: _____

AMERICAN EXPRESS/VISA/MASTERCARD/DISCOVER
Type of card - circle one

CREDIT CARD NUMBER: _____

CVV#: _____ EXPIRATION DATE: _____

AUTHORIZED SIGNATURE: _____



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of seven (7) Ford F-250 Vehicles, as requested by Columbia Water. Awarded to Vic Bailey Ford, using the SC State Contract in the amount of \$206,626.00. This vendor is located in Spartanburg, SC.

FINANCIAL IMPACT: Funding Source: Water Distribution and Maintenance-Auto Trucks, Heavy Equipment Capital; 5516203-658500. The original budgeted amount is \$206,626.00.

ORIGINAL BUDGET: \$206,626.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

I respectfully request City Council's approval for the below purchase using the SC State Contract 4400014486 at the following quantity and cost to include S.C. sales tax.

Vendor/Location	Qty	Description	Unit Price	Ext. Amount	Requisition Total
Vic Bailey Ford Spartanburg, SC	7	2017 Ford F-250	\$29,018.00	\$ 203,126.00	
		Sales Tax	\$ 500.00	\$ 3,500.00	\$206,626.00

Code: Reg Sec 2-204: Competitive Sealed Bidding Required; Exceptions

ATTACHMENTS:

- **#a:** State Contract 4400014486 (PDF)

Michael Speakmon, Procurement Manager
 Phone: (803)737-9816
 Email: mspeakmon@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 7
 Date: 11/1/2016

PU-6: Truck, Pickup, 4x2, 3/4 Ton, Regular Cab, 8' Body

Contract Number: 4400014486

Contractor: Vic Bailey Ford, Inc.

Initial Contract Term: 11/1/2016 - 10/31/2017

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD - TBD

Vendor #: 7000079092

Order Cutoff Date: TBD

Contact: David Vetter

Model: Ford F250 XL Reg Cab F2A

Email: dvetter@vicbaileyaudio.com

Commodity Code: 07202

Telephone: 864-585-3600

Delivery Days ARO: 90

Fax: 864-594-6802

BASE PRICE \$22,176.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 - Standard State Spec	\$3,384.00
Auxiliary Power Connection-Standard State Spec	\$149.00
Diesel Engine (Ford, 440 HP)	\$8,200.00
From Regular to Extended Cab	\$2,495.00
Posi-Traction/Limited Slip/Locking Differential Rear Axl	\$395.00
Spray-In Bedliner	\$450.00
Towing Package - State Standard Spec	\$26.00
Vehicle Backup Camera System	\$376.00
Winch - Standard State Spec	\$1,997.00

Optional Deductions

From Long Bed to Short Bed	Factory Standard
Power Mirrors	Included w/Delete Power Windows
Power Windows	\$728.00

Return to Index

1. The following information was obtained from the records of the Department of Health and Human Services, Office of the Assistant Secretary for Health Policy and Statistics, regarding the activities of the National Commission on the Causes and Prevention of Violence:

On January 1, 1968, the National Commission on the Causes and Prevention of Violence was established by Executive Order. The Commission was composed of 15 members, including the President, Vice President, and members of the Cabinet. The Commission was charged with the task of studying the causes and prevention of violence in the United States. The Commission held numerous public hearings and received many suggestions from the public. The Commission's report, "The Causes and Prevention of Violence," was published in 1969. The report identified several factors that contribute to violence, including poverty, social inequality, and the availability of firearms. The report also recommended several measures to prevent violence, including improving the economy, reducing social inequality, and controlling the sale of firearms. The Commission's work was continued by the National Commission on the Causes and Prevention of Violence, which was established by Executive Order in 1970. The Commission's report, "The Causes and Prevention of Violence," was published in 1971. The report identified several factors that contribute to violence, including poverty, social inequality, and the availability of firearms. The report also recommended several measures to prevent violence, including improving the economy, reducing social inequality, and controlling the sale of firearms.

APPENDIX A

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES

FOOTNOTES



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Morris Pumps, Parts and Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Heyward Services, Inc. as a Sole Source in the amount of \$50,000.00. This vendor is located in Charlotte, NC.

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plant: Small Hand Tools and Other Equipment; 5516208- 623100. The original budgeted amount is \$50,000.00.

ORIGINAL BUDGET: \$50,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

We respectfully request approval for Heyward Services, Inc., at an amount not to exceed \$50,000.00 for the purchase of Morris pumps and pump parts for the municipal market in Columbia, SC.

Heyward Services, Inc. is located in Charlotte, NC 28273.

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

ATTACHMENTS:

- **#a:** Heyward signed sole source and justification(PDF)

Requisition # _____

JUSTIFICATION 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 WWTP Division,

(1)

Morris Pumps and Pump Parts

(2)

as a sole source procurement from Heyward Services, Inc

(3)

based upon the following justifications: They are the sole provider for Morris pumps

(4)

pump parts for the municipal market in Columbia, South Carolina. This is an open

blanket sole source for FY 17-18.

This sole source is valid through June 30, 2018

Amount \$ 50,000.00

Department _____

Signature of Department Head

Date

Signature of Purchasing Agent

Date

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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

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

~~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



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Allen-Bradley Controls, Drives and Rockwell Software, Parts and Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Englewood Electric Supply, as a Sole Source in the amount of \$80,000.00. This vendor is located in West Columbia, SC.

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment;5516208- 658300. The original budgeted amount is \$80,000.00.

ORIGINAL BUDGET: \$80,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

We respectfully request approval for Englewood Electric Supply at an amount not to exceed \$80,000.00 for the purchase of Allen-Bradley Controls, Drives, PLC/MMI, and Rockwell Software products and services.

Englewood Electric Supply, Inc. is located in West Columbia, SC 29170.

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

ATTACHMENTS:

- **#a:** Signed sole source and justification (PDF)

Requisition # _____

JUSTIFICATION 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 WWTP Division,
(1)
Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products
(2)
and services

as a sole source procurement from Englewood Electric Supply
(3)

based upon the following justifications: Rockwell Automation sells Allen-Bradley
(4)
products through a limited distribution model and Englewood Electric Supply is the
distributor in our area. This is an open blanket sole source for FY 17-18.

This sole source is valid through June 30, 2018

Amount \$ 80,000.00

Department _____

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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

**Rockwell
Automation**

July 1, 2017

City of Columbia WWTP

Loytoya Davis
1200 Simon Tree Lane
Columbia, S.C. 29201

Re: Authorized Rockwell Automation / Allen-Bradley Distributor

Loytoya,

Rockwell Automation sells Allen-Bradley products through a limited distribution model in the United States. The foundation of limited distribution is the support of a single distributor in any given market. This model allows the local distributor to make significant investments in inventory, technical resources, training, and equipment needed to provide the best service levels in our industry.

The authorized Allen-Bradley distributor covering your area is Englewood Electric Supply in Columbia, S.C. Englewood is the only distributor appointed and authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all services offerings in the geographic area in which your facilities are located. In addition, Rockwell Automation only extends full factory product and sales support to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

Please feel free to contact me with any further questions.

Sincerely,

Tom Reilly
W&WW Industry Specialist, GA/NC/SC/VA
Rockwell Automation / Allen-Bradley
704-287-1178
tpreilly@ra.rockwell.com

LISTEN.
THINK.
SOLVE.



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Parts and Services for the Separation System at the Metro Wastewater Plant, as requested by Columbia Water. Award to JWC Environmental, as a sole source in an amount not to exceed \$93,000.00. This vendor is located in Los Angeles, CA.

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208-658300. The original budgeted amount is \$93,000.00.

ORIGINAL BUDGET: \$93,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

We respectfully request approval for JWC Environmental at an amount not to exceed \$93,000.00 for the purchase of Muffin Monster, Channel Monster, Auger Monster, Screening Washer Monster, Honey Monster and separation parts and services.

JWC Environmental. is located in Los Angeles, CA 90084.

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

ATTACHMENTS:

- **#a:** Signed sole source and justification (PDF)

Requisition # _____

JUSTIFICATION 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 WWTP Division,
(1)
Muffin Monster, Channel Monster, Auger Monster, Screening Washer Monster
(2)
Honey Monster and Separation System Parts and Services

as a sole source procurement from JWC Environmental
(3)

based upon the following justifications: JWC Environmental is the inventor and owner.
(4)

Also they are the sole manufacturer and exclusive source for service and parts for the equipment listed above. This is an open blanket sole source for FY 17-18.

This sole source is valid through June 30, 2018

Amount \$ 93,000.00

Department

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

[Signature]
Signature of Department Head

7.27.17

Date

[Signature]
Signature of Purchasing Agent

7/27/17

Date

[Signature]
Signature of Finance Director

8/1/17

Date

[Signature]
Signature of Asst. City Manager

7/27/17

Date

[Signature]
Signature of City Manager

8/4/17

Date

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

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

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



Heyward
Since 1908 INCORPORATED

JWC Environmental, LLC
2850 S. Red Hill Ave.
Santa Ana, CA 92705
Tel: 800-331-2277

To: All Bidders
From: Chris Burt
Subject: Sole Source for Muffin Monster Parts and Service

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Separation System. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment. Heyward-Charlotte Incorporated is the manufacturer's representative in North and South Carolina and is authorized to provide sales support and service.

Please feel free to contact me at servicesales@jwce.com if we can provide any additional information. You may also contact our representative for the Carolinas:

Sales: Doug Wilson, Chris Taylerson, Dave Johnson

Aftermarket: Tommy Lawson, Chad Carlson

Parts & Service: Kathryn Baker
Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

Phone: (704) 583-2305

Fax: (704) 583-2900

www.heyward.net

Regards,

Chris Burt

The Monster Family is Growing
www.jwce.com/headworks



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Pump 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 \$146,000.00. This vendor is located in Sanford, NC.

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208- 658300. The original budgeted amount is \$146,000.00.

ORIGINAL BUDGET: \$146,000.00

STRATEGIC GOALS: Foster a healthy quality of life

We respectfully request approval for Charles Underwood, Inc., at an amount not to exceed \$146,000.00.

Charles Underwood, INC is located in Sanford, NC 27330.

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

ATTACHMENTS:

- **#a:** Signed sole source and justification (PDF)

Requisition # _____

JUSTIFICATION 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 WWTP Division,
(1)
Repair services for all Grundfos Pump products which includes Morris, Yeomans,
(2)
Chicago, PACO and Peerless products

as a sole source procurement from Charles Underwood, Inc
(3)

based upon the following justifications: Grundfos' Authorized Service Representative
(4)
for all Grundfos Pump products for the Municipal Market, in the states of North and
South Carolina. This is an open blanket sole source for FY 17-18.

This sole source is valid through June 30, 2018

Amount \$ 146,000.00

Department

Signature of Department Head

7.22.17
Date

Signature of Purchasing Agent

7/27/17
Date

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

Signature of Finance Director

8/1/17
Date

Signature of Asst. City Manager

7/27/17
Date

Signature of City Manager

8/4/17
Date

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

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

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

Grundfos Water Utility, Inc.
3905 Enterprise Court
Aurora, IL 60504

July 1, 2017

To: All Concerned Parties

RE: Grundfos Authorized Service Center – North Carolina & South Carolina

Let it be known by all parties that Charles Underwood is an Authorized Repair Representative for all Grundfos Pump products which includes Morris, Yeomans, Chicago, PACO and Peerless products, for the Municipal Market, in the states of North Carolina and South Carolina.

Sincerely,

Tommy Pierce
District Sales Manager
Grundfos Water Utility, Inc.
tpierce@grundfos.com
(540) 491-3283



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Project SR8047; Bank Restoration for Pinner Road as requested by Columbia Water. Award to LAD Corporation, a Woman Owned Business Enterprise and a Local Business Enterprise, using the SC State Contract in an amount not to exceed \$79,695.00. LAD Corporation is located in Swansea, SC.

PRESENTER: Sandra Wright

FINANCIAL IMPACT: Funding Source Capital Improvement Project Cost 5549999-658650. The original budgeted amount is \$81,235.00.

ORIGINAL BUDGET: \$81,235.00

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Six (6) bids were received for the construction services for Bank Restoration for Pinner Road (BID#014-17-18-GBP) as requested by Columbia Water.

The total construction time allocated for this project is forty-five (45) days after the notice to proceed is issued. I respectfully request City Council's approval of these services from LAD Corporation of West Columbia at an amount not to exceed \$79,695.00. LAD Corporation of West Columbia is a certified WBE and a certified LBE from Swansea, SC.

Base Bid	\$69,300.00
Contingency (15%)	\$10,395.00
Total (Not to Exceed)	\$79,695.00

This will be charged as follows: Capital Projects
5549999-SR804701-658650 \$79,695.00

ATTACHMENTS:

- **#a:** Bid Tabulation (XLSX)
- **#b:** PM Recommendation for Bank Restoration for Pinner Road Bid 014-17-18-GBP (MSG)

Event Number	BID014-17-18-GBP Addendum 1	Organization	City of Columbia, SC
Event Title	Bank Restoration for Pinner Road	Workgroup	Purchasing
Event Description	Pre-bid Meeting is August 10, 2017 at 11:00 AM	Event Owner	Ben Radin
Event Type	IFBs	Email	btradin@columbiasc.net
Issue Date	8/4/2017 02:58:09 PM (ET)	Phone	803 (545) 4471
Close Date	8/17/2017 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LAD Corporation of West Colum Swansea		SC	8/17/2017 09:21:09 AM (ET)	1	\$69,300.00
North American Pipeline Manag Marietta		GA	8/17/2017 08:58:42 AM (ET)	1	\$96,059.00
Richardson Construction Compæ Columbia		SC	8/16/2017 03:15:11 PM (ET)	1	\$118,450.00
Shady Grove Construction, LLC Irmo		SC	8/17/2017 09:11:25 AM (ET)	1	\$127,415.00
Martin & Son Contracting, Inc. Spartanburg		SC	8/16/2017 04:03:49 PM (ET)	1	\$140,700.00
Cherokee Inc Columbia		SC	8/17/2017 10:20:40 AM (ET)	1	\$162,390.00

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

Daniels, Schinikia (Niki)

From: Bolling, Andrea R
Sent: Friday, August 18, 2017 4:36 PM
To: Porth, Gary B
Cc: Gable, Bennie L
Subject: FW: Bid Analysis for Bank Restoration for Pinner Road Bid 014-17-18-GBP

Gary,

After reviewing the bid analysis for Bank Restoration for Pinner Road apparent low bidder is LAD Corporation at \$69,300.00. It is recommended that City Council accept the proposed bid and a 15% contingency for a total cost of \$79,695.00. Please let me know if you have any questions or need additional information.

-Andrea



Andrea Bolling, PE, CFM
Assistant City Engineer

Engineering Department
 1136 Washington Street
 P.O. Box 147
 Columbia, SC 29217
arbolling@columbiasc.net
 (803) 545-3379 (office)

From: Porth, Gary B
Sent: Friday, August 18, 2017 10:22 AM
To: Bolling, Andrea R
Subject: Bid Analysis for Bank Restoration for Pinner Road Bid 014-17-18-GBP

Andrea,

Please find attached to this email the Bid Analysis for the Bank Restoration for Pinner Road Bid 014-17-18-GBP. Please review and let me know your recommendation so we can move forward with getting the approval request on Council's agenda.

Let me know if you have any questions.

Thanks,

Gary



Gary B. Porth
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

Office (803) 545-3241
Cell (803) 904-3619
gbporth@columbiasc.net



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Water Meters, as requested by Columbia Water. Awarded to Mueller Systems, LLC of Cleveland, NC in the amount of \$509,407.76 and Badger Meter, Inc. of Milwaukee, WI in the amount of \$100,782.00 for a total amount of \$659,004.94.

FINANCIAL IMPACT: Funding Source: Water Distribution & Maintenance - Meters, Parts, and Supplies 5516203 - 625600. The original budgeted amount is \$850,000.00.

ORIGINAL BUDGET: \$850,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Three (3) bids were received for the purchase of water meters (BID-072-16-17-LAT) as requested by Columbia Water Department.

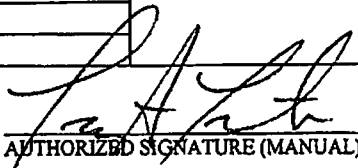
I respectfully request City Council's approval for this purchase from the lowest responsive and responsible bidders of each lot, for a total amount of **\$659,004.94** plus S.C. sales tax.

Lots	Vendors / Locations	Amounts
1- 5/8" X 3/4" & 1" Water Meters Displacement Type	Mueller Systems, LLC (Cleveland, NC)	\$178,225.00
2- 1 1/2" & 2" Water Meters Displacement Type	Badger Meter, Inc. (Milwaukee, WI)	\$100,782.00
3- 4", 6", 8", & 10" Fire Service Protector Meters Combination Type	Mueller Systems, LLC (Cleveland, NC)	\$331,182.76
	SC Sales Tax	\$ 48,815.18
	Total	\$659,004.94

ATTACHMENTS:

- **#a:** Vendor Response (PDF)

- #b: Department Approval (PDF)
- #c: Bid Tabulation (PDF)

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: June 06, 2017		Bids will be opened at 2:00 P.M. on June 27, 2017 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Water Meters		Bid No: BID072-16-17-LAT	
Vendor Name: FORTILINE, INC		Reason For No Bid:	
Vendor Mailing Address: 120 N. SHOECREEK RD		 AUTHORIZED SIGNATURE (MANUAL) TROY A. FITE, OUTSIDE SALES AUTHORIZED SIGNATURE/TITLE (TYPED) troy.fite@fortiline.com E-MAIL ADDRESS	
City-State-Zip: COLUMBIA SC 29209			
Telephone No: 803-767-7744			
Fax No: 803-783-7474			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc. Bids not submitted on through eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.			
A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.			
B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.			
E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

BID072-16-17-LAT Water Meters
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DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 Main Street, 2nd Floor
COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S

Sealed bids for Water Meters are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 2:00 (P.M.) June 27, 2017 then publicly opened and read. The commodities must be furnished as described and specified, delivery shall be FOB destination to City of Columbia Water Distribution, 2910 Colonial Drive, Columbia, SC 29203.

All bid prices must include all costs of transportation to the required destination.

Bid No. 072-16-17-LAT.

By: La Tasha A. Terry, Buyer
La Tasha A. Terry

LOTS	TOTAL COST OF LOT
Lot 1: Neptune, Sensus, Badger, ABB and Hersey only	\$ <u>197,545.00</u>
Lot 2: Neptune, Sensus, Badger and ABB only	\$ <u>NO BID</u>
Lot 3: Neptune, Sensus, Hersey and Badger only	\$ <u>335,070.00</u>

**** DO NOT include sales tax in the price. Bid as specified, no substitutions allowed.****

Note:

Questions must be submitted to: <https://columbiasc.ionwave.net/Login.aspx>.

Using eBidcolumbiasc, the user must be logged in, select the solicitation, click "Question" and Ask Question." The deadline for additional information and questions is June 22, 2017 by 2:00 P.M. (EST). The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.

Requests for additional information may be submitted to the La Tasha A. Terry at Lattery@columbiasc.net. The solicitation number and name should be in the subject field.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

BID072-16-17-LAT Water Meters

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TAP

Lots:	Per Item Cost	Total cost
Lot 1: <u>Neptune, Sensus, Badger ABB and Hersey only, per attached quantities and specifications.</u>		

4,000 ea-5/8"x3/4" Water meters, displacement type	\$ <u>41.89</u>	\$ <u>167,560.⁰⁰</u>
300 ea – 1' Water meters displacement type	\$ <u>99.95</u>	\$ <u>29,985.⁰⁰</u>
Lot 1 Total		\$ <u>197,545.⁰⁰</u>

Lot 2: Neptune, Sensus, Badger and ABB only, per attached quantities and specifications.

200 ea – 1 1/2" Water meters, displacement	\$ _____	\$ _____
200 ea – 2" Water meters, displacement	\$ <u>NO BID</u>	\$ <u>TAP</u>
Lot 2 Total		

Lot 3: Neptune, Sensus, Hersey and Badger only, per attached quantities and specifications.

20 ea – 4" Fire Service Protector meter, combination	\$ <u>2,935.⁰⁰</u>	\$ <u>58,700.⁰⁰</u>
50 ea – 6" Fire Services Protector meter, combination	\$ <u>4,135.⁰⁰</u>	\$ <u>206,750.⁰⁰</u>
10 ea – 8" Fire service Protector meter, combination	\$ <u>5,435.⁰⁰</u>	\$ <u>54,350.⁰⁰</u>
2 ea – 10" Fire Service Protector meter, combination	\$ <u>7,635.⁰⁰</u>	\$ <u>15,270.⁰⁰</u>
Lot 3 Total		\$ <u>335,070.⁰⁰</u>

Note: The quantities shown are estimates based on past annual usage and shall be increased or decreased as required.

BID072-16-17-LAT Water Meters

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Trade-in Allowance for Each Replacement

Lots:

Lot 1: Neptune, Sensus, Badger ABB and Hersey5/8"x3/4' Water meters , displacement type \$ Ø ea1' Water meters displacement type \$ Ø eaLot 2: Neptune, Sensus, Badger and ABB1 1/2" Water meters, displacement \$ NO BID ea2" Water meters, displacement \$ NO BID eaLot 3: Neptune, Sensus, Hersey and Badger4" Fire Service Protector meter, combination \$ Ø ea6" Fire Services Protector meter, combination \$ Ø ea8" Fire service Protector meter, combination \$ Ø ea10" Fire Service Protector meter, combination \$ Ø ea

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: June 06, 2017	Bids will be opened at 2:00 P.M. on June 27, 2017 and may not be withdrawn within 60 days after such date and time.		Bid No: BID072-16-17-LAT
Bid Title: Water Meters			Reason For No Bid:
Vendor Name: Mueller Systems, LLC			
Vendor Mailing Address: P O Box 128 10210 Statesville Blvd			
City-State-Zip: Cleveland NC 27013			
Telephone No: 704-278-2221			
Fax No: 704-278-9616			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
 AUTHORIZED SIGNATURE (MANUAL) <u>K. Anita Short</u> AUTHORIZED SIGNATURE/TITLE (TYPED) <u>marketing@muellersystems.com</u> E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc. Bids not submitted on through eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

BID072-16-17-LAT Water Meters

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DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 Main Street, 2nd Floor
COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S

Sealed bids for Water Meters are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 2:00 (P.M.) June 27, 2017 then publicly opened and read. The commodities must be furnished as described and specified, delivery shall be FOB destination to City of Columbia Water Distribution, 2910 Colonial Drive, Columbia, SC 29203.

All bid prices must include all costs of transportation to the required destination.

Bid No. 072-16-17-LAT.

By: La Tasha A. Terry, Buyer
 La Tasha A. Terry

LOTS	TOTAL COST OF LOT
Lot 1: Neptune, Sensus, Badger, ABB and Hersey only	\$178,225.00
Lot 2: Neptune, Sensus, Badger and ABB only	\$ No Bid
Lot 3: Neptune, Sensus, Hersey and Badger only	\$ 331,182.76

**** DO NOT include sales tax in the price. Bid as specified, no substitutions allowed.****

Note:

Questions must be submitted to: <https://columbiasc.ionwave.net/Login.aspx>.

Using eBidcolumbiasc, the user must be logged in, select the solicitation, click "Question" and Ask Question." The deadline for additional information and questions is June 22, 2017 by 2:00 P.M. (EST). The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.

Requests for additional information may be submitted to the La Tasha A. Terry at Laterry@columbiasc.net. The solicitation number and name should be in the subject field.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

BID072-16-17-LAT Water Meters

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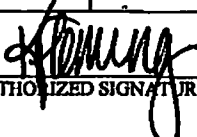
Lots:	Per Item Cost	Total cost
<u>Lot 1: Neptune, Sensus, Badger ABB and Hersey only, per attached quantities and specifications.</u>		
4,000 ea-5/8"x3/4' Water meters, displacement type Hersey 420 Bronze (5/8"x3/4") - per the attached warranty & specifications	\$ <u>37.75</u>	\$ <u>151,000.00</u>
300 ea – 1' Water meters displacement type Hersey 452 (1") - per the attached warranty & specifications	\$ <u>90.75</u>	\$ <u>27,225.00</u>
Lot 1 Total		\$ <u>178,225.00</u>
<u>Lot 2: Neptune, Sensus, Badger and ABB only, per attached quantities and specifications.</u>		
200 ea – 1 ½" Water meters, displacement	\$ <u>No Bid</u>	\$ <u></u>
200 ea – 2" Water meters, displacement	\$ <u>No Bid</u>	\$ <u></u>
Lot 2 Total		\$ <u>No Bid</u>
<u>Lot 3: Neptune, Sensus, Hersey and Badger only, per attached quantities and specifications.</u>		
20 ea – 4" Fire Service Protector meter, combination Hersey FM3 - per the attached warranty & specifications	\$ <u>2,903.23</u>	\$ <u>58,064.60</u>
50 ea – 6" Fire Services Protector meter, combination Hersey FM3 - per the attached warranty & specifications	\$ <u>4,086.02</u>	\$ <u>204,301.00</u>
10 ea – 8" Fire service Protector meter, combination Hersey FM3 - per the attached warranty & specifications	\$ <u>5,376.34</u>	\$ <u>53,763.40</u>
2 ea – 10" Fire Service Protector meter, combination Hersey FM3 - per the attached warranty & specifications	\$ <u>7,526.88</u>	\$ <u>15,053.76</u>
Lot 3 Total		\$ <u>331,182.76</u>

Note: The quantities shown are estimates based on past annual usage and shall be increased or decreased as required.

BID072-16-17-LAT Water Meters

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Trade-in Allowance for Each Replacement**Lots:****Lot 1: Neptune, Sensus, Badger ABB and Hersey**5/8"x3/4' Water meters , displacement type \$ 2.00 ea1' Water meters displacement type \$ 4.00 ea**Lot 2: Neptune, Sensus, Badger and ABB**1 1/2" Water meters, displacement \$ No Bid ea2" Water meters, displacement \$ No Bid ea**Lot 3: Neptune, Sensus, Hersey and Badger**4" Fire Service Protector meter, combination \$ No Bid ea6" Fire Services Protector meter, combination \$ No Bid ea8" Fire service Protector meter, combination \$ No Bid ea10" Fire Service Protector meter, combination \$ No Bid ea

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: June 06, 2017		Bids will be opened at 2:00 P.M. on June 27, 2017 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Water Meters		Bid No: BID072-16-17-LAT	
Vendor Name: Badger Meter, Inc.		Reason For No Bid:	
Vendor Mailing Address: 4545 W. Brown Deer Road			
City-State-Zip: Milwaukee, WI 53223			
Telephone No: 800-876-3837 X12728			
Fax No: 414-371-5981			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		 AUTHORIZED SIGNATURE (MANUAL) Korrine L. Fleming, Assistant Secretary AUTHORIZED SIGNATURE/TITLE (TYPED) bids@badgermeter.com E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc. Bids not submitted on through eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative. 2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

BID072-16-17-LAT Water Meters
4 | Page

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 Main Street, 2nd Floor
COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S

Sealed bids for Water Meters are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 2:00 (P.M.) June 27, 2017 then publicly opened and read. The commodities must be furnished as described and specified, delivery shall be FOB destination to City of Columbia Water Distribution, 2910 Colonial Drive, Columbia, SC 29203.

All bid prices must include all costs of transportation to the required destination.

Bid No. 072-16-17-LAT

By: La Tasha A. Terry, Buyer
La Tasha A. Terry

LOTS	TOTAL COST OF LOT
Lot 1: Neptune, Sensus, Badger, ABB and Hersey only	\$ 203,285.00
Lot 2: Neptune, Sensus, Badger and ABB only	\$ 100,782.00
Lot 3: Neptune, Sensus, Hersey and Badger only	\$ 480,200.00

**** DO NOT include sales tax in the price. Bid as specified, no substitutions allowed.****

Note:

Questions must be submitted to: <https://columbiasc.ionwave.net/Login.aspx>

Using eBidcolumbiasc, the user must be logged in, select the solicitation, click "Question" and Ask Question." The deadline for additional information and questions is June 22, 2017 by 2:00 P.M. (EST). The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.

Requests for additional information may be submitted to the La Tasha A. Terry at Laterry@columbiasc.net. The solicitation number and name should be in the subject field.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

BID072-16-17-LAT Water Meters
6 | Page

Lots:	Per Item Cost	Total cost
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Lot 1: Neptune, Sensus, Badger ABB and Hersey only, per attached quantities and specifications.

4,000 ea-5/8"x3/4' Water meters, displacement type Recordall M25 w/ Local Register	\$ 44.00	\$ 176,000.00
300 ea – 1' Water meters displacement type Recordall M55 w/Local Register	\$ 90.95	\$ 27,285.00
Lot 1 Total		\$ 203,285.00

Lot 2: Neptune, Sensus, Badger and ABB only, per attached quantities and specifications.

200 ea – 1 ½" Water meters, displacement Recordall M120 w/ Local Register	\$ 212.85	\$ 42,570.00
200 ea – 2" Water meters, displacement Recordall M170 w/ Local Register	\$ 291.06	\$ 58,212.00
Lot 2 Total		\$ 100,782.00

Lot 3: Neptune, Sensus, Hersey and Badger only, per attached quantities and specifications.

20 ea – 4" Fire Service Protector meter, combination 4" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	\$ 4,300.00	\$ 86,000.00
50 ea – 6" Fire Services Protector meter, combination 6" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	\$ 5,800.00	\$ 290,000.00
10 ea – 8" Fire service Protector meter, combination 8" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	\$ 8,350.00	\$ 83,500.00
2 ea – 10" Fire Service Protector meter, combination 10" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	\$ 10,350.00	\$ 20,700.00
Lot 3 Total		\$ 480,200.00

Note: The quantities shown are estimates based on past annual usage and shall be increased or decreased as required.

BID072-16-17-LAT Water Meters
7 | Page

Trade-in Allowance for Each Replacement

Lots:

Lot 1: Neptune, Sensus, Badger ABB and Hersey

5/8"x3/4' Water meters , displacement type	\$ 1.00	ca
1' Water meters displacement type	\$ 2.00	ea

Lot 2: Neptune, Sensus, Badger and ABB

1 ½" Water meters, displacement	\$ 6.00	ea
2" Water meters, displacement	\$ 10.00	ca

Lot 3: Neptune, Sensus, Hersey and Badger

4" Fire Service Protector meter, combination	\$ 0.00	ea
6" Fire Services Protector meter, combination	\$ 0.00	ea
8" Fire service Protector meter, combination	\$ 0.00	ea
10" Fire Service Protector meter, combination	\$ 0.00	ca

Scrap credit is based on the receipt of sand cast bronze (standard waterworks metal bronze or low lead alloy) meters. Die cast housings are not acceptable, and scrap credit will not be allowed. Standard waterworks bronze, Envirobrass and BiAlloy housings must be sorted. Receipt of mixed housing material types will not be accepted.

Guidelines:

- The customer must contact Badger Meter Customer Service to receive a RMI number for the return of scrap meters.
- Badger Meter will provide shipping crates for the scrap meter returns at no charge to the customer.
- Pickup instructions will be included in the crates that are sent to the customer.
- Bronze meters or covers must be segregated by material. The containers must be clearly marked as to which material the meters/covers are composed of. Badger Meter will not accept mixed shipments of EnviroBrass II, BiAlloy or waterworks bronze meters.
- When possible, the customer should wait until a given crate is full, but not above the top of the crate prior to shipping scrap meters.
- Maximum weight per crate is 2000 lbs.
- Badger Meter pays freight charges (of Badger Meter approved carriers) in the contiguous United States on shipments in excess of 1,000 units or 5,000 pounds, unless otherwise agreed-to in writing in advance.
- This Scrap Credit Price Schedule is valid until June 30, 2017. Badger Meter reserves the right to make adjustments to the scrap credit prices after June 30, 2017



We Are Columbia

Department of Procurement and Contracts
1800 Main Street, Columbia, SC 29201 · Phone 803-545-3470 · Fax 803-545-8752

INTER OFFICE MEMORANDUM

TO: James Johnson, Water Maintenance Superintendent, Water Operations
Samuel Gray, Material Control Supervisor, Water Operations

FROM: Monique Morphis, Buyer

SUBJECT: Bid 072-16-17-LAT Water Meters - Bid Tabulation Review and Approval

DATE: July 6, 2017

In accordance with our bid invitation and specifications, we received three (3) bids for the Water Meters.

Please see the revised bid tabulation and lowest responsive and responsible bid for each lot and give me your approval. After your approval is received it will be placed on Minute Traq for City Council's approval.

If the low bid for each lot is not accepted you must provide justification as to why the bid does not meet the specification or your needs.

.....

BID072-16-17-LAT bid tabulation and lowest responsive and responsible bid meets with my approval and I authorize it to go to City Council for approval.

Name: James A. Johnson III Signature: [Signature] Date: 7/10/17
(Print Name)

REVISED Bid Tabulation Report
BID072-16-17-LAT Water Meters

Vendor:	Lot 1 Amounts: Neptune, Sensus, Badger, ABB and Hersey only	Lot 2 Amounts: Neptune, Sensus Badger and ABB only	Lot 3 Amounts: Neptune, Sensus, Hersey and Badger only
Badger Meter, Inc. 4545 W. Brown Deer Rd Milwaukee, WI 53223	\$203,285.00	\$100,782.00	\$480,200.00
Fortline, Inc 120 N. Shorecrest Rd Columbia, SC 29209	\$197,545.00	No Bid	\$335,070.00
Mueller Systems, LLC 10210 Statesville Blvd Cleveland, NC 27013	\$178,225.00	No Bid	\$331,182.76

NOTE: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract Extension for Water and Wastewater Chemicals, as requested by Columbia Water. Award to the lowest bidders of each lot in an amount not to exceed \$861,385.00.

FINANCIAL IMPACT: Funding Sources: Utilities Columbia Canal WTP-Chemicals 5516206-624800, Utilities Lake Murray WTP-Chemicals 5516207-624800 and Utilities Metro Wastewater Plant - Chemicals 5516208-624800. The original budgeted amount is \$861,385.00.

ORIGINAL BUDGET: \$861,385.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

I respectfully request City Council's approval for a 3-month (July 1, 2017 - September 30, 2017) contract extension for the purchase of chemicals (BID 047-14-15). These chemicals are for the Metro Wastewater Treatment Plant, the Lake Murray and Columbia Canal Water Plants.

Lots	Canal/Lake Murray Water Treatment Plant Chemicals	Vendors/Locations	Amount
1	Chlorine	JCI Chemical, Inc. (Sarasota, FL)	\$72,000.00
2	Fluoride	Key Chemical, Inc. (Waxhaw, NC)	\$25,000.00
3	Ammonia	Tanner Industries, Inc. (Southampton, PA)	\$32,200.00
4	Aluminum Sulfate	Chemtrade Chemicals US, LLC (Parsippany, NY)	\$134,500.00
5	Sodium Hydroxide	Univar USA, Inc. (Morrisville, PA)	\$39,000.00
6	Liquid Lime	Polytec, Inc. (Mooresville, NC)	\$88,000.00
7	Sodium Chlorite	International Dioxide, Inc. (N. Kingstown, RI)	\$127,000.00
8	Blended Phosphate	Corrosion Inhibitor (Carus)	\$45,000.00
9	Activated Carbon	Cabot Purification (Marshall, TX)	\$136,700.00
10	Liquid Polymer	Polydyne, Inc. (Riceboro, GA)	\$12,000.00
	Canal/Lake Murray Water Treatment Plant Chemicals total		\$711,400.00
	Metro Wastewater Chemicals		
11	Sodium Hypochlorite	JCI Jones Chemicals, Inc. (Sarasota, FL)	\$90,585.00
12	Sodium Bisulfate	Southern Ionics, Inc. (West Point)	\$59,400.00
	Metro Wastewater Chemicals		\$149,985.00

	total		
	Water and Wastewater combined total		\$861,385.00

ATTACHMENTS:

- **#a:** Signed Chemical Extension Letters (PDF)

June 9, 2017

Ms. Christie Todd
Southern Ionics Incorporated
1100 Viaduct Road West,
Chickasaw, AL 36611

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Ms. Todd,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response,

Lu Tasha Terry
Lu Tasha Terry



We Are Columbia

Lu Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
lterry@columbiasc.net

I want to extend the current contract (Bid 047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

Christy O. Todd 6/14/17 *Christy O. Todd*
Signature/Date Printed Name of Signer

Comments:

Address is P.O. Drawer 1217
519 Commerce St. West Point, MS 39173

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Southern Ionics Incorporated	Sodium Bisulfite	\$0.1000 per ton	Metro Wastewater Plant

June 10, 2017

Mr. Jim Chapel
JCI Jones Chemicals, Inc.
1500 Tarheel Road
Charlotte, NC 28208

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Mr. Chapel,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current costs attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response,

La Tasha Terry
La Tasha Terry



We Are Columbia

La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor,
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
laterry@columbiasc.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

Summer Mello
Signature/Date

Summer Mello
Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



We Are Columbia

Current Costs

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
JCI Jones Chemicals, Inc.	Chlorine	\$380.85 per ton	Columbia Canal and Lake Murray Plant
JCI Jones Chemicals, Inc.	Sodium Hypochlorite	\$0.6150 per gallon	Metro Wastewater Plant
JCI Jones Chemicals, Inc.	Sodium Hypochlorite - 12.0 percent trade weight	0.5350 per gallon	Metro Wastewater Plant

June 12, 2017

Polydyne, Inc.
1 Chemical Plant Road,
Riceboro, GA 31323

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

To Whom This May Concern,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response,

La Tasha Terry
La Tasha Terry



La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
laterry@columbiasc.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☐ Yes ☐ No

Boyd Stanley

6/16/17

Signature/Date

Boyd Stanley, Business Director
Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



We Are Columbia

Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Polydyne, Inc.	Liquid Polymer – 250 Gallon Tote	\$2,100.00 per ton	Columbia Canal and Lake Murray Plant

June 9, 2017

Ms. Margaret O'shea
International Dioxide, Inc.
554 Ten Rod Road,
North Kingston RI, 02852

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Ms. O'shea,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response,

LaTasha Terry
LaTasha Terry



LaTasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
laterry@columbiasc.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ___ No

K. M. Dwyer
Signature/Date

Thomas M. Dwyer
Printed Name of Signer
CIO Business Dir.

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
International Dioxide, Inc.	Liquid Sodium Chlorite	\$969.60 per ton	Columbia Canal and Lake Murray Plant

TMD
6-9-2017

June 9, 2017

Vincent Martin
Chemtrade Chemicals US LLC
155 Gordon Baker Road, Suite 300
Toronto, Ontario, Canada M2H 3N5

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Mr. Martin,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

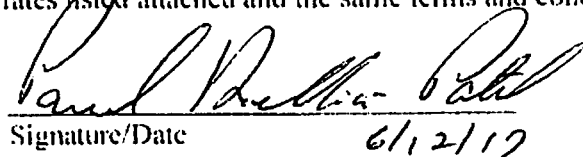
Looking forward to your response.


La Tasha Terry



La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
lterry@columbiase.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No


Signature/Date 6/12/17

PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



We Are Columbia

Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Chemtrade Chemicals US LLC	Aluminum Sulfate	\$189.00 per ton	Columbia Canal and Lake Murray Plant

June 9, 2017

Mr. Matt Tanner
Tanner Industries, Inc.
735 Davisville Road,
Southampton, PA 18966

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Mr. Tanner,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response,


La Tasha Terry



We Are Columbia

La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor;
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
laterry@columbiase.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

 / 6/9/17
Signature/Date

Matt Tanner
Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Tanner Industries, Inc.	Anhydrous Ammonia	\$1,199.00 per ton	Columbia Canal and Lake Murray Plant

June 12, 2017

Carus Corporation
181 Woodlawn St.
Belmont, NC 28012

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

To Whom This May Concern,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response.

La Tasha Terry
La Tasha Terry



We Are Columbia

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1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
laterry@columbiasc.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

Susan Buchanan

Signature/Date

June 13, 2017

Susan Buchanan/VP, CFO

Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Carus Corporation	Blended Phosphate – Corrosion Inhibitor	\$660.00	Columbia Canal and Lake Murray Plant

June 10, 2017

Ms. Sara Cauthen
Key Chemical, Inc.
9503 Dovewood Pl.,
Waxhaw, NC 28173

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Ms. Cauthen,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response.

La Tasha Terry
La Tasha Terry



We Are Columbia

La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor,
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
lterry@columbiase.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

Kathy Current 6.13.17
Signature/Date

KATHY CURRENT
Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Key Chemical, Inc.	Fluoride – Fluorosilicic Acid, Liquid	\$287.00 per ton	Columbia Canal and Lake Murray Plant

June 12, 2017

Cabot Purification
4400 North Point Parkway, Suite 200,
Alpharetta Georgia, 30022

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

To Whom This May Concern,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response.

LaTasha Terry
LaTasha Terry



LaTasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8108
laterry@columbiasc.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

Amber Lewis 6.14.17 Amber Lewis
Signature/Date Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Cabot Purification	Activated Carbon, Powdered	\$1,240.00	Columbia Canal and Lake Murray Plant

June 9, 2017

Jack Harmon
Polytec, Inc
191 Barley Park Ln,
Mooresville, NC 28115

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Mr. Harmon,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current cost attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 16, 2017. The original can be mailed to my attention and address below.

Looking forward to your response,



La Tasha Terry



We Are Columbia

La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor,
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
laterry@columbiasc.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. ☒ Yes ☐ No

DocuSigned by:

Jack Harmon

6/20/2017

Jack Harmon

F5C6AD4D509A428...

Signature/Date

Printed Name of Signer

Comments: Polytec requests a one year extension for lime slurry at current pricing.

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



We Are Columbia

Current Cost

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Polytec, Inc.	Liquid Lime – Calcium Hydroxide	\$268.00 per ton	Columbia Canal and Lake Murray Plant

June 19, 2017

Kathy Current
Univar USA, Inc.
2001 Continental Blvd.
Charlotte, NC 28273

Re: Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants and Wastewater Treatment Plant Chemical Bid

Dear Ms. Current,

The current awarded period on the above referenced contract has expired and there are no additional provisions for a yearly extension. I am inquiring to see if you would extend the contract, noted above, until September 30, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract until September 30, 2017, at the current costs attached and the same terms and conditions.

I will need this signed letter returned by fax or e-mail no later than the June 20, 2017. The original can be mailed to my attention and address below.

Looking forward to your response.

Tasha Terry
La Tasha Terry



We Are Columbia

La Tasha Terry
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
ltterry@columbiase.net

I want to extend the current contract (Bid047-14-15), until September 30, 2017, at the current rates listed attached and the same terms and conditions. Yes ☐ No ☐

Kathy Current 6-19-17
Signature/Date

KATHY CURRENT
Printed Name of Signer

Comments: _____

**Contract Extension, Bid No: 047-14-15 Columbia Canal and Lake Murray Water Plants
and Wastewater Treatment Plant Chemical Bid**



We Are Columbia

Current Costs

Company	Chemical	Chemical Value Per Bid Document	Location of Chemical
Univar USA, Inc.	Sodium Hydroxide – Caustic Soda	\$509.18 per ton	Columbia Canal and Lake Murray Plant



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #5 for Project SS723618; Consent Decree Program Management Services for Fiscal Year 2017/2018, as requested by Columbia Water. Award to CDM Smith in the amount of \$5,300,000.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source:5529999-SS723601-658650 and 5529999-SS728601-658650. The original budgeted amount is \$5,300,000.00.

The following sub-consultants will provide additional services:

Grice Consulting, Group, LLC, a Minority Business Enterprise of Columbia, SC will provide document control support services at \$341,684.00 (6.5%) of the contract value.

DESA, Incorporated a Small, Minority, Woman Owned Business Enterprise of Columbia, SC will provide public outreach, construction inspection and document control support services at \$251,520.00 (4.7%) of the contract value.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide CMMS Implementation and support services at \$207,900.00 (3.9%) of the contract value.

Comprehensive Business Consultants, a Small, Minority, Woman Owned Business Enterprise of Columbia, SC will provide program control analyst services at \$167,800.00 (3.2%) of the contract value.

Civil Engineering Consulting Services, Incorporated, a Woman Owned Business Enterprise of Columbia, SC will provide utility coordination, subsurface utility engineering, construction inspection and project management services at \$272,096.00 (5.1%) of the contract value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide construction management review and inspection services at \$110,500.00 (2.1%) of the contract value.

ORIGINAL BUDGET: **\$5,300,000.00 (Amendment amount \$5,300,000.00)**

CLEAN WATER 2020?: **Yes**

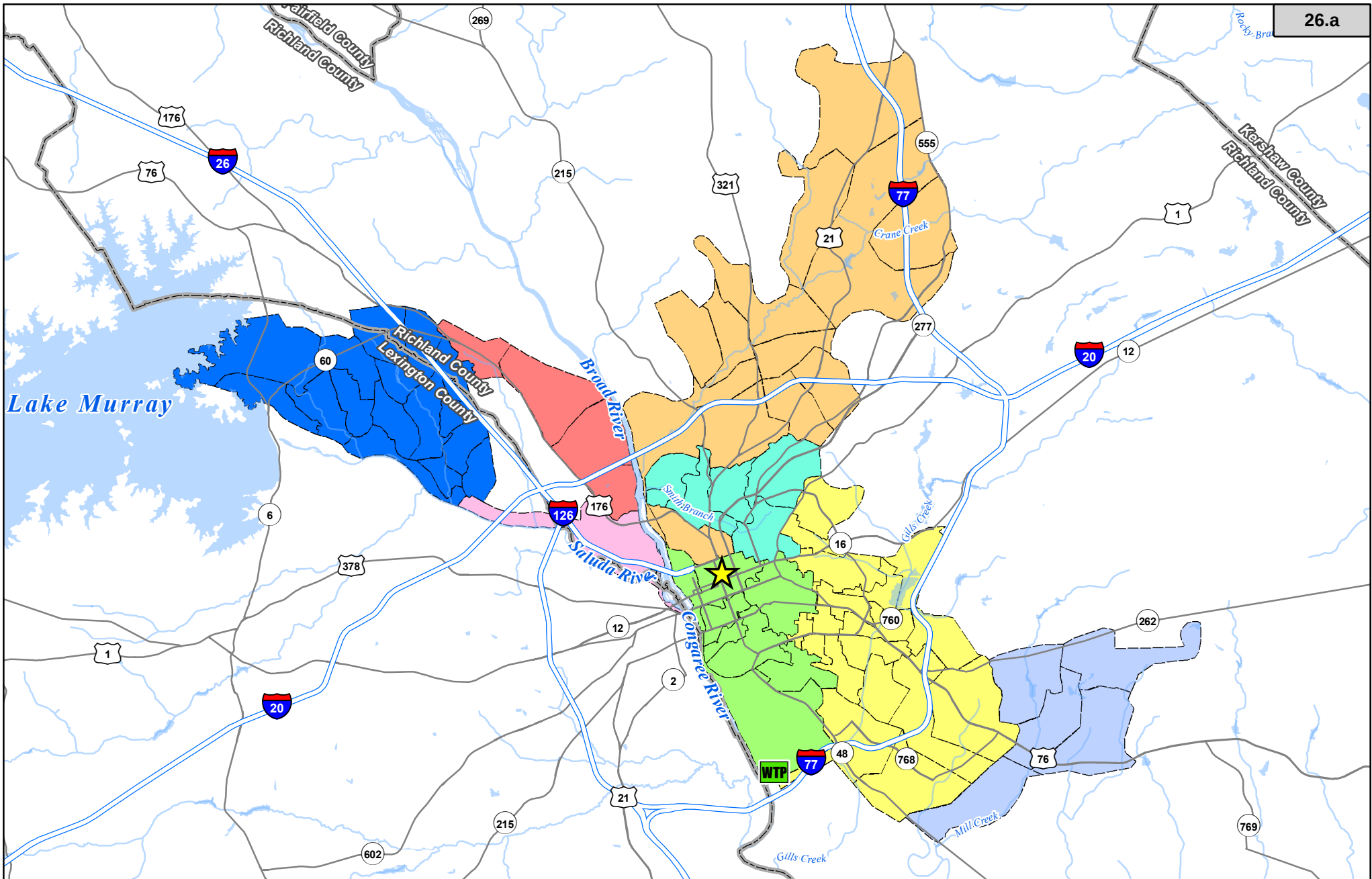
STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

The initial term of the Agreement was for one year, with an option to extend annually via Contract Amendment for up to ten (10) years. The extension period of year six (6) services will be from July 1, 2017 to November 30, 2018. CDM Smith is to render Consent Decree (CD) Compliance Program and Infrastructure Improvements program management services (Clean Water 2020) in conjunction with the City's wastewater treatment and collection system.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Map.SS723618 (PDF)
- **#b:** SS723618 Amendment 5 to SS7236 Program Mgmt Year6 (PDF)



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 0.5 1 2 3
Miles

SS7236-18 CD Program Management

SS 723618 – CONSENT DECREE PROGRAM MANAGEMENT SERVICES FY 17-18

AMENDMENT # 5 - TO AGREEMENT SS 7236

BETWEEN OWNER AND ENGINEER

This Amendment No. 5 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Columbia, South Carolina ("OWNER") dated August 21st, 2012, ("the Agreement") is made as of the date last written below.

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Consent Decree Compliance Program and Infrastructure Improvements Program (Program Management Services), and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and payment for services rendered by ENGINEER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by parties.

NOW THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

The Scope of Services agreed to in year 1 of the contract will be authorized and extended for year 6 of the contract. The Scope of Services shall also be amended to include the additional tasks as described in Exhibit B attached to this Amendment.

2. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Year 6 Services are intended to fund efforts from July 1, 2017 to June 30, 2018. However, in the event funding is sufficient to extend beyond this period, the Term of the Agreement shall be extended up to December 31, 2018.

3. The payment for services rendered by ENGINEER shall be as set forth below:

The total compensation for year 6 services shall not exceed Five Million, Three Hundred Thousand and No/100 Dollars (\$5,300,000) (non-inclusive of previous fees) without written authorization. Additionally the billing terms from the original Agreement as amended shall be in effect, with the following rates (not all rates have changed, but all are listed below):

- Rates
 - Officer - \$230
 - Principal / Associate - \$210
 - Senior Professional - \$185
 - Professional III - \$165
 - Professional II - \$145
 - Professional I - \$120
 - Designer / Junior Professional- \$95
 - Senior Support Services - \$135
 - Senior Resident Project Representative - \$135
 - Resident Project Representative - \$95

- GIS Specialist - \$95
- Project Administration - \$80
- Intern - \$50

4. Except as herein modified, all terms and conditions of the Agreement shall remain in force and effect.

- A Subconsultant Information Form for Year 6 is attached as Exhibit A to this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 as of the date of the last signature hereto.


ENGINEER, CDM Smith Inc.

Name & Title Bryan L. Cully, Associate

DATE: 8/25/17


Witness
Clint Carter

OWNER, City of Columbia, South Carolina

Name & Title

DATE: _____

Witness

APPROVED AS TO FORM
 8/25/17
Legal Department City of Columbia, SC

SUBCONSULTANT FIRM INFORMATION RECORDS – Exhibit A**City of Columbia****CIP # SS723618****Consent Decree Compliance and Infrastructure Improvements Program – Program Management**

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

Firm Name and Address	Contact Name and	Group (MBE, FBE	Services to be	Dollar Value
	Telephone Number	SBE, Non M/F/SBE)	Provided	of Services
Civil Engineering Consulting Services, Inc. 2000 Park Street, Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. (803) 779-0311 (ext 224)	WBE (Protégé Participant)	Project Management, Utility Coordination, Construction Inspection	\$272,096*
DESA Inc. 400 Percival Road Columbia, SC 29206	Diane Sumpter (803) 743-1124	MBE, WBE, SBE (Protégé Participant)	Document Controls Support, Project Support, Public Outreach	\$251,520*
Comprehensive Business Consultants 1728 Main Street Columbia, SC 29201	Gloria Cyprian-Tanner (803) 733-1607	MBE, FBE, SBE (Protégé Participant)	Program Controls Analyst, Program Controls Support and Administration	\$167,800*
Atlantic South Consulting Services, LLC 3030 Ashley Town Center Drive Suite 101-A Charleston, SC 29414	Adrian Williams (843) 266-3998	MBE (Protégé Participant)	CMMS Implementation Support, IMS Support	\$207,900*
Grice Consulting Group, LLC 1201 Main Street, Suite 1980 Columbia, SC 29201	John Funny (404) 577-6300	MBE (Protégé Participant)	Document Controls Support, Project Management Support	\$341,684*
F & ME Consultants 3112 Devine Street Columbia, SC 29250	Shawn Epps (803) 254-4540	Non M/F/SBE	Geotechnical Investigations, Construction Phase Material Testing, Construction Inspection	\$0*
The LPA Group, (Unit of Michael Baker Corporation) 700 Huger Street Columbia, SC 29021	Mike Leath (803) 254-2211	Non M/F/SBE	Construction Management Review, Standards Development & Inspection	\$110,500*
PAN Inc. 1607 Augusta Road West Columbia, SC 29169	David Link (803) 708-4721	Non M/F/SBE	Real Estate and Easement Acquisition	\$0*

* The needs for the Program Management Scope of Services will vary significantly over the duration of the contract (up to 10 years), and during the course of any specific year based on the City's actual needs and support requests. It is not possible to accurately predict the specific needs of the City and therefore the effort required from each subconsultant. We have included our anticipated amounts that are projections, but the final amounts will likely change from the projected. This form will be submitted with each invoice detailing the amount paid to each sub consultant, as well as update any other subconsultants that may be added to the Program Management team in future years.

Exhibit B

The Basic Services of ENGINEER as described in the Agreement are amended and supplemented by adding the tasks listed as follows:

Task 9.2 Oversee Cityworks Improvements –

Cityworks implementation professionals from the PM will review the planned Cityworks computerized maintenance management system (CMMS) for the water distribution system. The PM will develop an improvements plan as an initial step. The PM will next review the improvements plan with City staff and may assist in implementing a data loading methodology, installation plan, and training of water distribution employees.

Task 9.3 Water Information Management System Development

The PM staff will develop and implement a water information management system (W-IMS) to be used by City staff to manage aspects of the water distribution system pipeline network and its associated assets. The W-IMS shall include: a) updated asset database describing containing the physical location and description of the water system network assets; b) a linkage between the asset database and the Cityworks CMMS; c) integration of the W-IMS database with the City's water billing system; d) standard operating procedures for maintaining the W-IMS database.

The final W-IMS will be based on existing applications in use at the City as well as new commercial-off-the-shelf and custom applications. The anticipated applications include the following:

- Existing GIS database and ESRI desktop GIS software
- ESRI ArcGIS Server software for distributing map data and linking maps with other applications
- Existing/planned Cityworks CMMS software
- Existing/planned hydraulic modeling software
- Capital project tracking software
- Record/engineering document management software

Task 9.3.1 Water Information Management System Software Architecture Development

The PM information management specialists will review current applications in use at the City as well as those in use by consultants in managing the water distribution system information (hydraulic model, billing, etc.). Based on the results of the review an overall W-IMS Plan will be developed that diagrams the flows of data between the various databases and applications as well as recommendations for new/modified applications and databases at the City to store, manage and use the water distribution system information using best industry practices.

Task 9.3.2 Data Quality Assurance, Integration, and Augmentation

The City currently has and maintains a geographic information system (GIS) database of the water distribution system assets. However, the existing database has a number of known limitations and missing key attributes that require augmentation through a phased data collection approach. During this task the augmentation steps will be defined, an enhanced database structure will be deployed for the data, and sources of information (both paper and through field work) will be identified to address the existing limitations. Field data collection efforts will be coordinated, where possible, with ongoing wastewater system program efforts. Additional City data management staff are anticipated to be hired to assist in the data collection and management of the data and systems moving forward. During this task the enhanced database will be more fully integrated with the City's existing work order management software (Cityworks) as well as other systems such as utility billing, hydraulic modeling and capital projects identification and tracking. The result WIMS will be a thoroughly reviewed, system-wide water distribution asset management and mapping system.

End of Exhibit B to Amendment #5



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-059 - Authorizing consumption of beer and wine only at Soda City Antique & Vintage Show on Saturday, November 4, 2017 with a rain contingency of Saturday, November 11, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-059 Soda City Antique & Vintage Show (PDF)

RESOLUTION NO.: R-2017-059

*Authorizing consumption of beer and wine only at Soda City Antique & Vintage Show
on Saturday, November 4, 2017 with a rain contingency of Saturday, November 11, 2017*

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Antique & Vintage Show to be held in the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300, 1400 and the 1500 blocks of Main Street between Taylor Street and Washington Street, excluding Boyd Plaza, from 9:00 a.m. until 4:30 p.m. on Saturday, November 4, 2017, with a rain contingency of Saturday, November 11, 2017; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300, 1400 and the 1500 blocks of Main Street between Taylor Street and Washington Street, excluding Boyd Plaza; from 7:00 a.m. until 6:30 p.m. on Saturday, November 4, 2017 for set up, clean up, staging of the event and crowd control and overflow for the event to be held on Saturday, November 4, 2017 from 9:00 a.m. until 5:00 p.m.; and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 4:30 p.m.; with a rain contingency of Saturday, November 11, 2017; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 4:30 p.m. on Saturday, November 4, 2017, with a rain contingency of Saturday, November 11, 2017; and,

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

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

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

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

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and

bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300, 1400 and the 1500 blocks of Main Street between Taylor Street and Washington Street, excluding Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300, 1400 and the 1500 blocks of Main Street between Taylor Street and Washington Street, excluding Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, November 4, 2017, that 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300, 1400 and the 1500 blocks of Main Street

between Taylor Street and Washington Street, excluding Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages shall be closed on Saturday, November 11, 2017. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

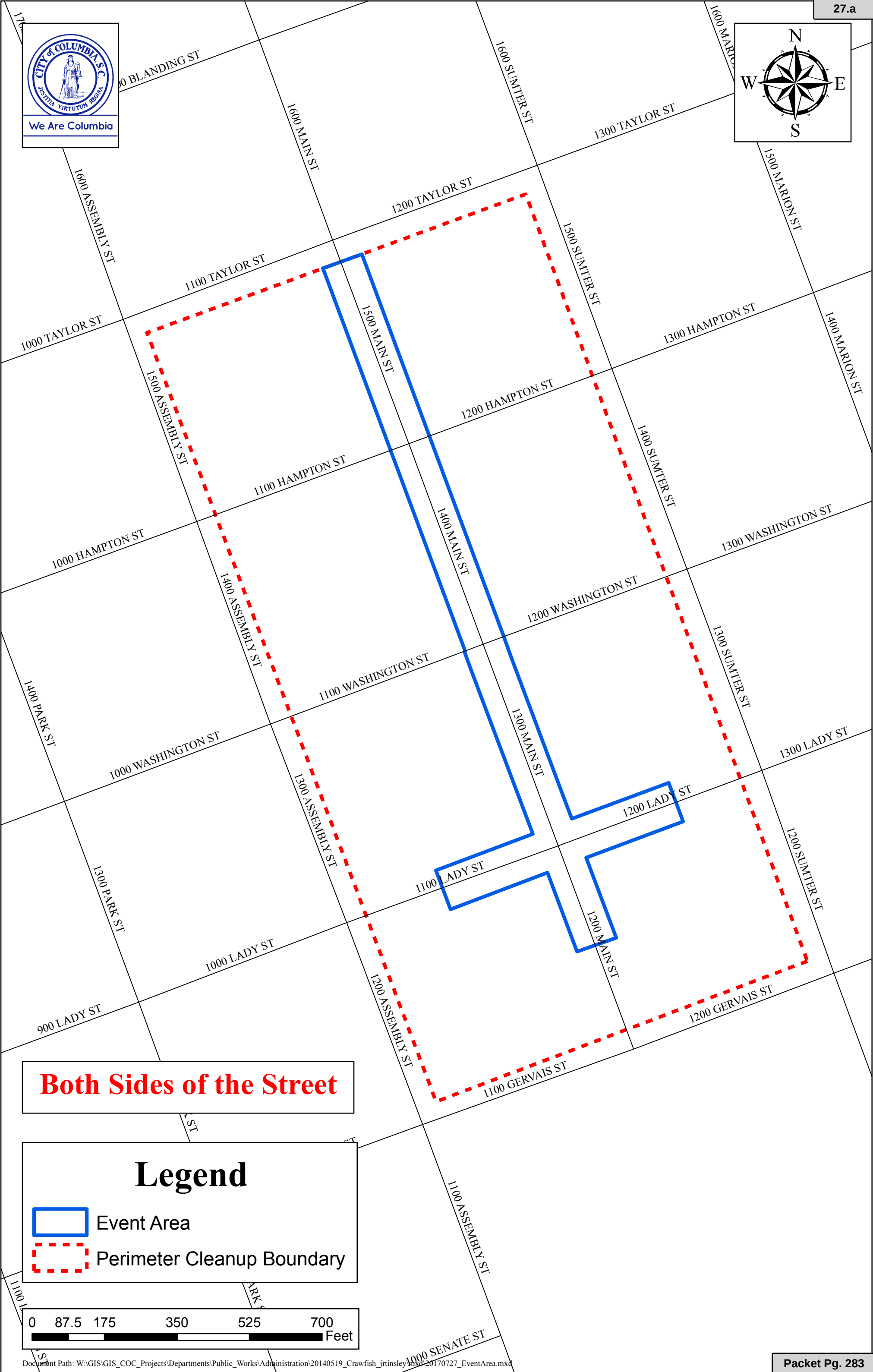
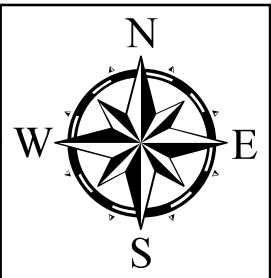
ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

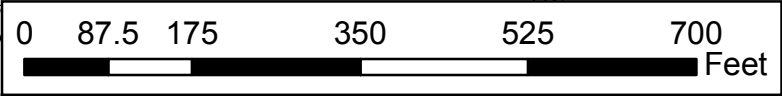


Both Sides of the Street

Legend

Event Area

Perimeter Cleanup Boundary



DATE OF REQUEST June 16, 2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Emile DeFelice
hello@sodacitysc.com
803.250.5801

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

Soda City Antique & Vintage Pop-up

DATE(S) OF EVENTS: November 4, 2017

RAIN CONTINGENCY DATE:

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

November 11, 2017

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

1500, 1400, 1300, and 1200 blocks of Main Street. Our event will stop before the parking garage on the 1200 block. Additionally, we request Lady Street between Assembly Street and Sumter Street.

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

1500, 1400, 1300, and part of the 1200 blocks of Main Street. Lady Street between Assembly Street and Sumter Street. Hampton Street and Main Street intersection.

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

7AM - 6:30pm

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

9AM - 5PM

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

9:30AM - 4:30PM

(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.)*

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

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

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

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

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

Fire Marshal George N. Adams, Jr., 803-545-3703; cdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-076 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Thursday, September 28, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-076 Contemporaries Biergarten (Sept 28) (PDF)

RESOLUTION NO.: R-2017-076

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Thursday, September 28, 2017

WHEREAS, the Columbia Museum of Art is sponsoring the Contemporaries Biergarten in Boyd Plaza adjacent to the Museum on Thursday, September 28, 2017 from 5:00 p.m. until 9:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Thursday, September 28, 2017 from 4:00 p.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held on Thursday, September 28, 2017 from 5:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursday, September 28, 2017 from 5:00 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 5:00 p.m. and 8:30 p.m. on Thursday, September 28, 2017; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia,

South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursday, September 28, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:

Janne J. Lisowski
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 08/01/2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Mario Guevara
mario@columbiamuseum.org
803-343-2212

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

Contemporaries Biergarten

DATE(S) OF EVENTS: 09/28/2017

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

Boyd Plaza

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

Boyd Plaza

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

4:00 p.m. - 10:00 p.m.

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

5:00 p.m. - 9:00 p.m.

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

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 5:00 p.m. - 8:30 p.m. 6-9:30 p.m.)*

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

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

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

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

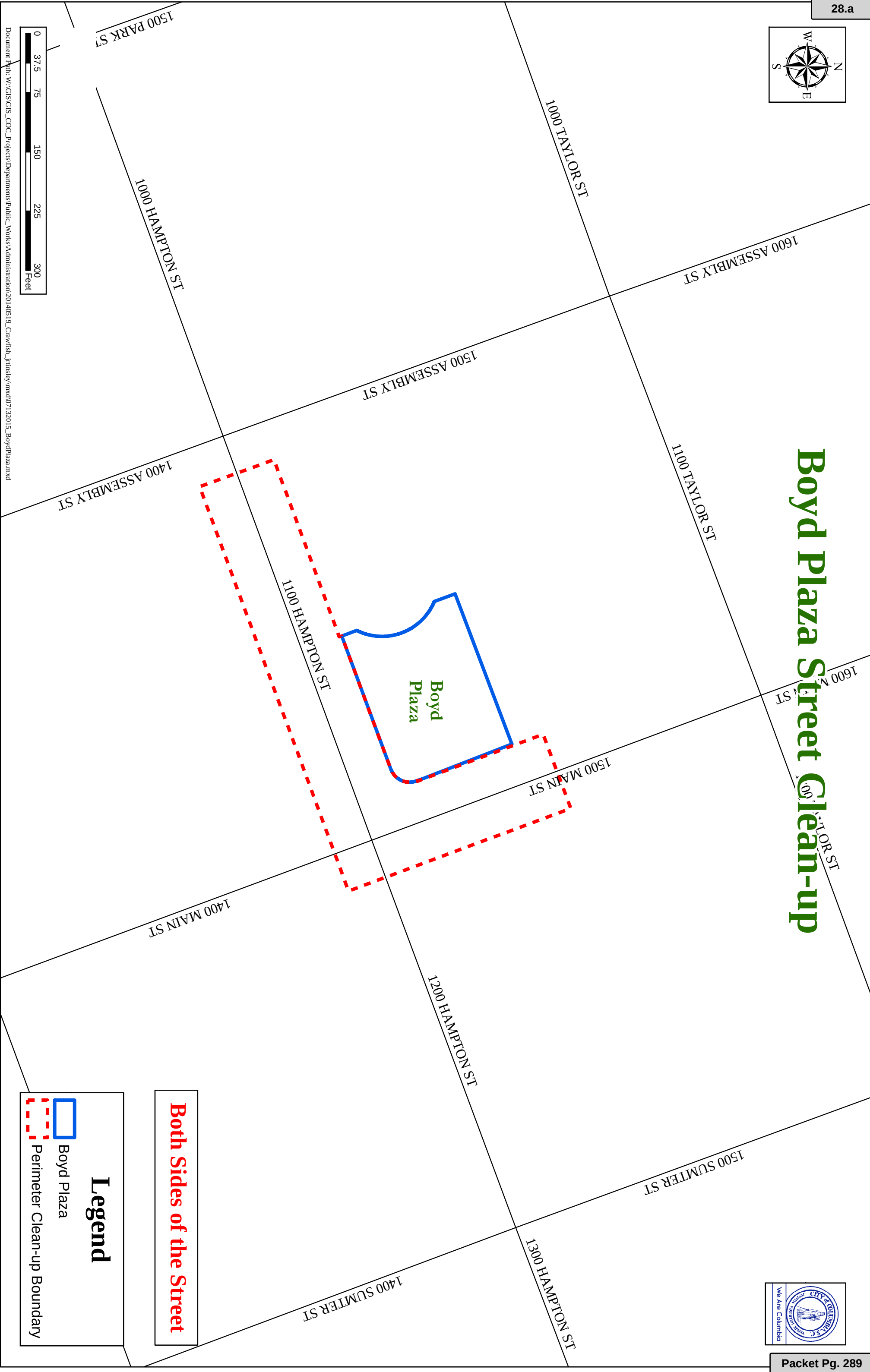
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests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

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

Last revised: 11/01/2013



Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-079 - Authorizing consumption of beer and wine only at the Dinner on Main Street on October 8, 2017

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2017-079 Dinner on Main (Oct 8) (PDF)

RESOLUTION NO.: R-2017-079

*Authorizing consumption of beer and wine only at the
Dinner on Main Street on October 8, 2017*

WHEREAS, Farm To Table Event Co. ("Sponsor") is sponsoring the Harvest Dinner on Main on Sunday, October 8, 2017 in the half block area of the 1200 block of Main Street between Gervais Street and the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 3:30 p.m. until 11:00 p.m. of the half block area of the 1200 block of Main Street between Gervais Street and the entrance to the parking garage located behind 1221 Main Street, for set up, clean up, and staging of the event to be held on Sunday, October 8, 2017 from 6:30 p.m. until 9:30 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:30 p.m. until 9:00 p.m. on October 8, 2017; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. until 9:00 p.m. on Sunday, October 8, 2017; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and

horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion the half block area of the 1200 block of Main Street from Gervais Street to the entrance to the parking garage located behind 1221 Main Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

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

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

Requested by:

Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

DATE OF REQUEST

8/7/17

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

Vanessa Bialobreski / farm2tableevents@gmail.com / 828.301.2328

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

Harvest Dinner

DATE(S) OF EVENTS:

10/8/17

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.)

Rain or Shine

LOCATION OF EVENT

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

Half of 1200 block of Main St. between Gervais St. and Lady St.

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

Half of 1200 block of Main St. between Gervais St. and Lady St.

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

3:30pm - 11:00pm

HOURS OF EVENT

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

6:30 - 9:30pm

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.)*

6:30pm - 9:00pm

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

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

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

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

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

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

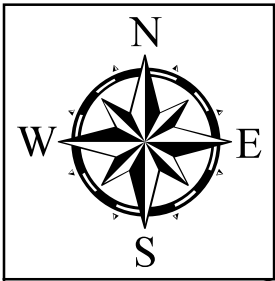
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

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

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

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

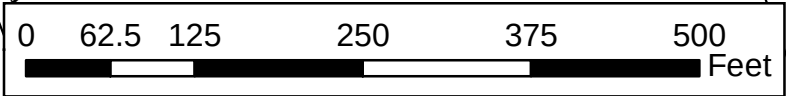
Last revised: 1/2017



1200 Main Tables



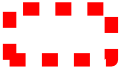
DRAFT



Both Sides of the Street

Legend

 Main Tables

 Perimeter Clean-up Boundary



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-080 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 19, 2017 with a rain contingency of November 26, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-080 SC Oyster Festival (Nov 19) (PDF)

RESOLUTION NO.: R-2017-080

Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 19, 2017 with a rain contingency of November 26, 2017

WHEREAS, Liquid Assets ("Sponsor") is sponsoring the South Carolina Oyster Festival in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 11:00 a.m. until 5:30 p.m. on Sunday, November 19, 2017, with a rain contingency of Sunday, November 26, 2017; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 8:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 11:00 a.m. until 5:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 5:00 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 5:30 p.m. on Sunday, November 19, 2017, with a rain contingency of Sunday, November 26, 2017; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, November 19, 2017, that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be closed on Sunday, November 26, 2017. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

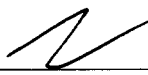
Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk



City Attorney

Introduced:

Final Reading:

DATE OF REQUEST

8/7/17

REQUESTOR'S NAME/CONTACT
INFORMATION (IF MAIL)
PHONE/FAX#Shawn Rankin/Liquid Assets
PO Box 5357 Columbia SC 29250
info@liquidSC.com
803 252 2128

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

South Carolina Oyster Festival

DATE(S) OF EVENT(S)

11/19/17 (11-5:30)

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.)

11/26/17

LOCATION OF EVENT

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

Robert Mills House/Hampton Preston Mansion
1615 Blanding St. Columbia SC 29201

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)

1600 Block Blanding St between
Pickens St and Henderson St.

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

8:00 am - 8:00 pm

HOURS OF EVENT

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

11:00 am - 5:30 pm

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

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

11:00 - 5:00

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

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

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

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

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

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

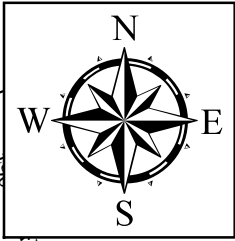
Legal Department - Shan Ardis, 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

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

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

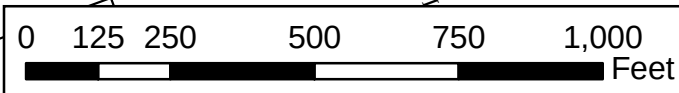
Police Department Community Services - Brenda Murphy, 803-545-3507, bmmurphy@columbiasc.net - street closing

Last revised 1/2017



South Carolina Oyster Festival

Both Sides of the Street



Legend

-  South Carolina Oyster Festival
-  Perimeter Clean-up Boundary



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-084 - Authorizing consumption of beer and wine beverages only within the Amphitheater and adjacent grass field areas of Finlay Park for the New Wine 10K on Saturday, December 16, 2017

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2017-084 New Wine 10K (Dec 16) (PDF)

RESOLUTION NO.: R-2017-084

Authorizing consumption of beer and wine beverages only within the Amphitheater and adjacent grass field areas of Finlay Park for the New Wine 10K on Saturday, December 16, 2017

WHEREAS, Set Up Events ("Sponsor") is sponsoring the New Wine 10K fundraiser for the National Center for Sports Safety in the Amphitheater and adjacent grass field areas of Finlay Park from 8:00 a.m. until 11:30 a.m. on Saturday, December 16, 2017; and,

WHEREAS, the Sponsor has requested permission for the temporary use of the Amphitheater and adjacent grass field areas of Finlay Park from 6:00 a.m. until noon for set up, clean up and staging of the event to be held from 8:00 a.m. until 11:30 a.m., and for patrons to consume beer and wine beverages only during the event hours of 8:00 a.m. and 11:00 a.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 8:00 a.m. and 11:00 p.m. on Saturday, December 16, 2017, within the Amphitheater and adjacent grass field areas of Finlay Park; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only,

all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

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

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, December 16, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

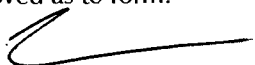
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 8/7/2017

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

Jeremy Davis jdavis@setupevents.com 864-420-5169

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

Fund-raiser for National Center for Sports Safety (10K run event)

DATE(S) OF EVENTS: December 16, 2017

RAIN CONTINGENCY DATE:

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

No make up date

LOCATION OF EVENT

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

Amphitheater area and grass field adjacent

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)

Amphitheater area

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

6AM to NOON

HOURS OF EVENT

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

8AM - 11:30AM

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.)*

8AM - 11AM

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

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

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

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

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

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

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

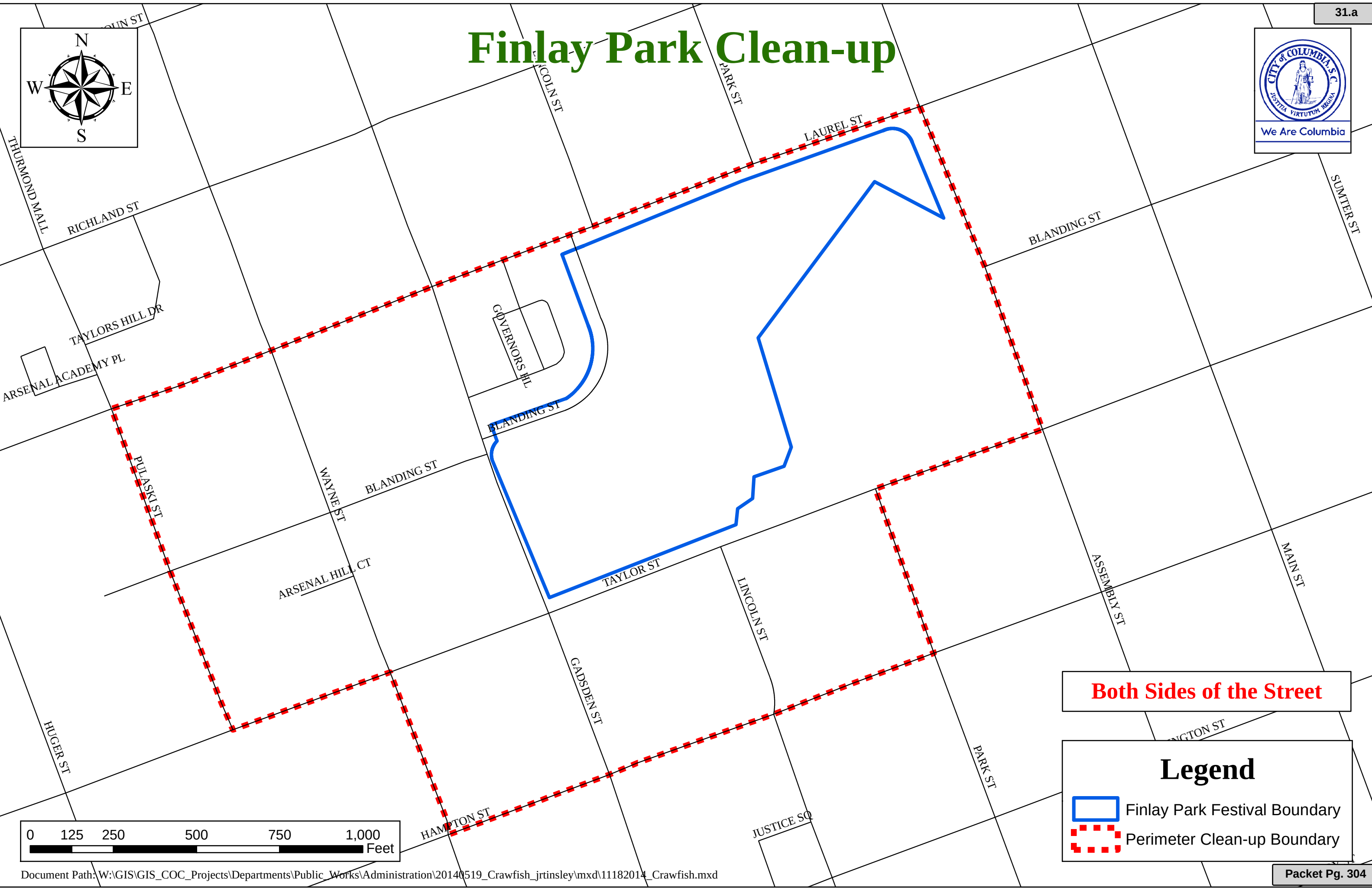
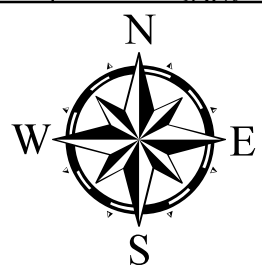
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

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

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

Last revised: 1/2017

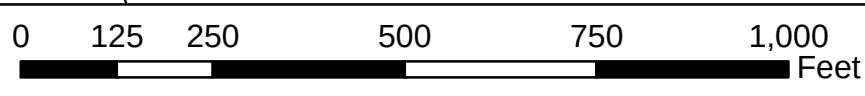
Finlay Park Clean-up



Both Sides of the Street

Legend

-  Finlay Park Festival Boundary
-  Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-088 Amending Resolution No.: R-2017-025 Amending Resolution No.: R-2017-025 - Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2017 on Main Street on Friday October 20, 2017 and Saturday, October 21, 2017 to change the closing time of the half block area of the 1200 block of Main Street on Friday, October 20, 2017 for stage set up and sound check for the evening concert

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-088 amending R-2017-025 SC Pride Festival (Oct 20 stage set up)(PDF)

RESOLUTION NO.: R-2017-088

Amending Resolution No.: R-2017-025 Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2017 on Main Street on Friday October 20, 2017 and Saturday, October 21, 2017 to change the closing time of the half block area of the 1200 block of Main Street on Friday, October 20, 2017 for stage set up and sound check for the evening concert

WHEREAS, on March 21, 2017, the Mayor and City Council approved Resolution No.: R-2017-025, a copy of which is attached hereto and incorporated herein by reference, authorizing the temporary closing and use from 6:00 p.m. on Friday, October 20, 2017 until midnight Saturday, October 21, 2017, of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street; from 6:00 p.m. Friday, October 20, 2017 until midnight Saturday, October 21, 2017 the half block area of the 1100 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot; the half block area of the 1200 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street; the 1300 and 1400 blocks of Main Street; the eastern half block area of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and Washington Street garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1100 block of Hampton Street adjacent to Boyd Plaza, for set up, clean up, and staging of the event to be held in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1100 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1200 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot; and for the temporary closing and use of right-hand west bound lane of traffic of the 1100 and 1200 blocks of Gervais Street for parade disbursement on Friday, October 20, 2017; for a parade and event to be held on Friday, October 20, 2017 from 6:00 p.m. until 10:00 p.m. and an event on Saturday, October 21, 2017 from 11:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 20, 2017 and from 11:00 a.m. until 9:30 p.m. on Saturday, October 21, 2017; and for crowd control and overflow for the SC Pride Festival 2017; and,

WHEREAS, Sponsor has requested that the time to close the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street on Friday, October 20, 2017 be amended from 6:00 p.m. to 2:00 p.m. to allow for setting up of the stage and sound check for the evening concert; and,

WHEREAS, the City has negotiated with the Sponsor and merchants in the 1200 block of Main Street and 1100 and 1200 blocks of Lady Street to allow for the amendment to the closing time of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street on Friday, October 20, 2017 from 6:00 p.m. to 2:00 p.m.; and,

WHEREAS, it has been determined that amending the time for the closing of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street on Friday, October 20, 2017 to allow for setting up of the state and sound check for the evening concert would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the time to close the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind

1221 Main Street is hereby amended to 2:00 p.m. on Friday, October 20, 2017 to allow for setting up of the stage and sound check for the evening concert; and,

BE IT FURTHER RESOLVED, that with the exception of the closing of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street on Friday, October 20, 2017 to allow for setting up of the stage and sound check for the evening concert as outlined hereinabove, the remainder of Resolution No.: R-2017-025 as approved by the Mayor and City Council on March 21, 2017, a copy of which is attached hereto and incorporated herein by reference, shall remain in full force and effect.

Requested by:

Mayor Benjamin _____

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-025

*Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2017
on Main Street on Friday October 20, 2017 and Saturday, October 21, 2017*

ORIGINAL
STAMPED IN RED

WHEREAS, SC Pride Center ("Sponsor") is sponsoring the SC Pride Festival 2017 on Friday, October 20, 2017 and Saturday, October 21, 2017 in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 6:00 p.m. on Friday, October 20, 2017 until midnight Saturday, October 21, 2017, of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street; from 6:00 p.m. Friday, October 20, 2017 until midnight Saturday, October 21, 2017 the half block area of the 1100 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot; the half block area of the 1200 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street; the 1300 and 1400 blocks of Main Street; the eastern half block area of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and Washington Street garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1100 block of Hampton Street adjacent to Boyd Plaza, for set up, clean up, and staging of the event to be held in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1100 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1200 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot; and for the temporary closing and use of right-hand west bound lane of traffic of the 1100 and 1200 blocks of Gervais Street for parade disbursement on Friday, October 20, 2017; for a parade and event to be held on Friday, October 20, 2017 from 6:00 p.m. until 10:00 p.m. and an event on Saturday, October 21, 2017 from 11:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 20, 2017 and from 11:00 a.m. until 9:30 p.m. on Saturday, October 21, 2017; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this 21st day of March, 2017, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 20, 2017 and 11:00 a.m. and 9:30 p.m. on Saturday, October 21, 2017; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street; the half block area of the 1100 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot; the half block area of the 1200 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street; and from 6:00 a.m. until 11:00 p.m. Saturday, October 21, 2017 of the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1441 Main Street; the half block area of the 1100 block of Hampton Street adjacent to Boyd Plaza, for set up, clean up, and staging of the event to be held in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1100 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1200 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Hampton Street adjacent to Boyd Plaza, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

ORIGINAL
STAMPED IN RED

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 21, 2017, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

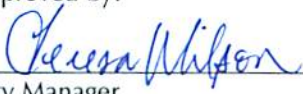
BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Senior Assistant City Manager Baker


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 3/21/2017

Final Reading: 3/21/2017

DATE OF REQUEST 10/26/2016 rev 12/19/2016

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Glenn H. Pipkin, Jr.
116 Church Street, Moncks Corner, SC 29461
SCPRIDE2016@YAHOO.COM
843-830-0243

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

SC Pride Festival 2017

DATE(S) OF EVENTS: October 20 and 21, 2017

RAIN CONTINGENCY DATE:

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

N/A

LOCATION OF EVENT

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

half block of 1200 block of Main Street to parking garage behind 1221 Main Street; half block of 1200 block of Lady Street to First Citizens Bank and Trust parking lot; half block of 1100 block of Lady Street to parking garage behind 1221 Main Street; 1300 and 1400 blocks of Main Street; half block of 1100 block of Washington Street to parking lot behind 1401 Main and Washington Street garage; half block 1100 block of Hampton adjacent to Boyd Plaza to entrance of parking lot behind 1441 Main

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)

half block of 1200 block of Main Street to parking garage behind 1221 Main Street; half block of 1200 block of Lady Street to First Citizens Bank and Trust parking lot; half block of 1100 block of Lady Street to parking garage behind 1221 Main Street; 1300 and 1400 blocks of Main Street; half block of 1100 block of Washington Street to parking lot behind 1401 Main and Washington Street garage; half block 1100 block of Hampton adjacent to Boyd Plaza to entrance of parking lot behind 1441 Main

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

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

ALLOW TIME FOR SET UP/CLEAN UP

6:00

6:00 p.m. Friday, October 20, 2017 until midnight Saturday, October 21, 2017

HOURS OF EVENT

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

6:00 p.m. - 10:00 p.m. Friday October 20, 2017 and Saturday 11 a.m. to 10:00 p.m.

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

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

6:00 p.m. to 9:30 p.m. Friday October 20, 2017

11:00 a.m. to 9:30 p.m. Saturday October 20, 2017

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 867, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

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

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

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

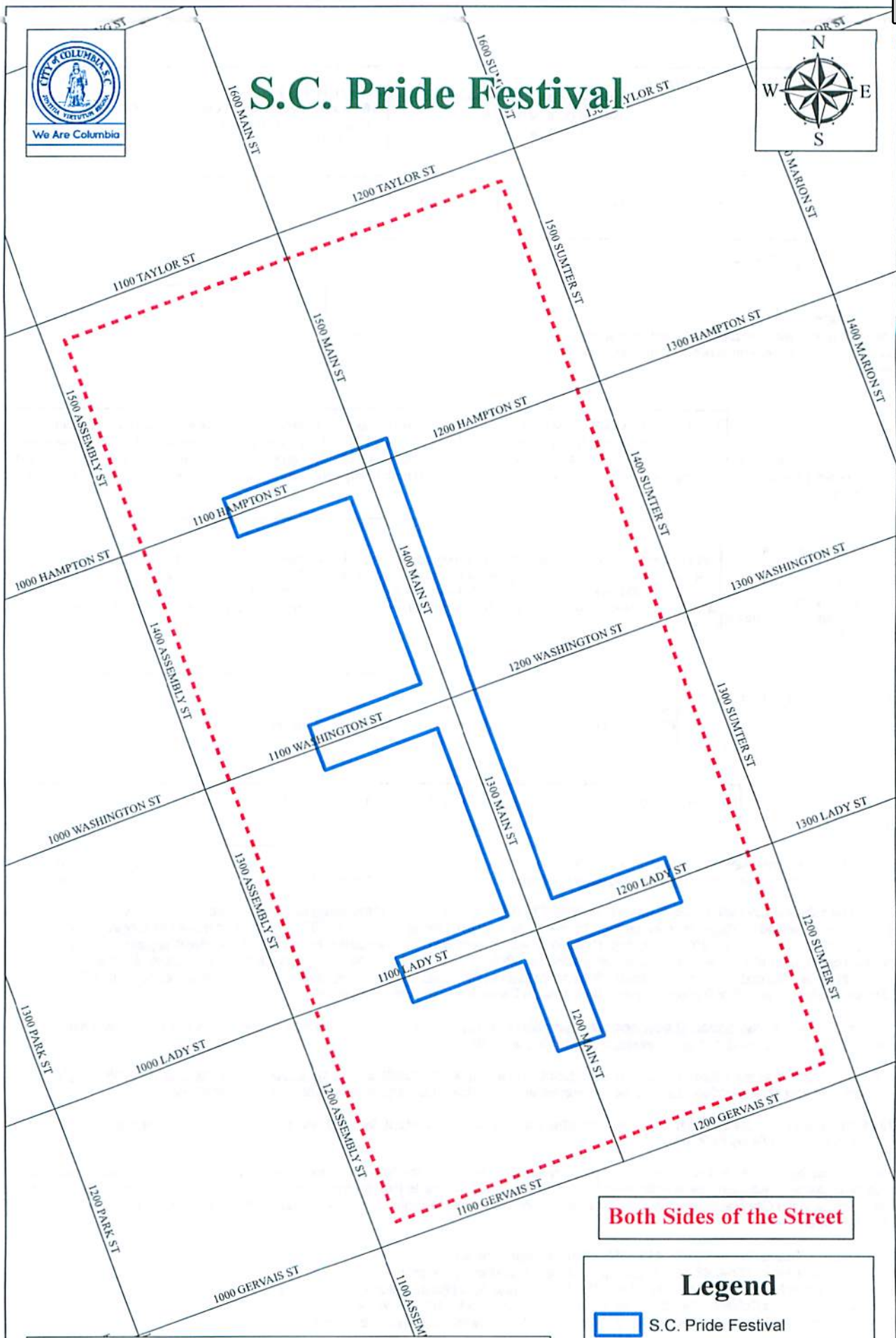
This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk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

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

Last revised: 3/2014



S.C. Pride Festival





We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Human Resources

FROM: *Pam Benjamin,*

SUBJECT: August 2017 Employee of the Month - Ms. Pamela Benjamin,
Director of Human Resources

FINANCIAL IMPACT: Ms. Charlene Harvey, Human Resources Specialist

ATTACHMENTS:

- **#a:** August 2017 Employee of the Month - Charlene Harvey (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

NAME OF NOMINATED EMPLOYEE: Charlene Harvey

EMPLOYEE'S DEPARTMENT/DIVISION: Human Resources

Employee's Title: HR Specialist Date of Hire: 7/23/2001

Name of Nominator: Pamela Benjamin Date: 6/29/2017

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Pamela R Benjamin Title: Supervisor

Name: Pamela R Benjamin Title: Division Head

Name: Pamela R Benjamin Title: Department Head

Name: Cheresa Wilson Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Vickie Shockely Division: Human Resources

Name: Terri Hooper Division: Human Resources

Name: Connie Cauthen Division: Human Resources

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

RECEIVED
JUL 13 2017
HR/EMPLOYMENT

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.

I am nominating Charlene Harvey, HR Specialist, for the Employee of the Month award for her excellent customer service and exemplifying what it means to be a City of Columbia employee. Ms. Harvey was recognized by the ESGR (Employer Support of Guard and Reserves) Committee for assisting Eduardo Ramirez, a City of Columbia firefighter, who was recently deployed. ESGR, a Department of Defense program, was established in 1972 to promote cooperation and understanding between Reserve Component Service members and their civilian employers and to assist in the resolution to conflict arising from an employee's military commitment. ESGR is supported by a network of more than 4,000 volunteers in 54 committees located across all 50 states, the District of Columbia, Guam-CNMI (Commonwealth of the Northern Mariana Islands), Puerto Rico, and the U.S. Virgin Islands.

Firefighter Ramirez nominated Ms. Harvey for ESGR's Patriot Award for her assistance to him and his family during his recent deployment. An employee serving in the National Guard or Reserve, or the spouse of a Guard or Reserve member, may nominate individuals for support provided directly to the nominating Service member and his or her family. The Patriot Award reflects the efforts made to support citizen warriors through a wide-range of measures including caring for families.

Firefighter Ramirez commended Ms. Harvey for assisting him and his wife with getting everything in order with his deployment orders, health insurance, employee deductions and power of attorney. Ms. Harvey was presented the Patriot Award by Mr. Bob Kuenzli, the ESGR Area 2 Chair, on March 29, 2017. Firefighter Ramirez wrote the following in his recommendation:

"Ms. Harvey has gone above and beyond for my family and my individual situation as South Carolina Army National Guardsman."

Ms. Harvey has been a City of Columbia employee since 2001 and in the HR Department since 2008.

FOR OFFICIAL USE ONLY

ID: 194119
Batch ID: 7533
Nomination Type: service member
Date Received: 03/29/2017
Supervisor Name: Charlene Harvey
Business Name: City of Columbia
Business Address: 1225 Lady Street
Business City: Columbia
Business State: SC
Business Zip: 29201
Business Phone: 8035453027
Web Site Address:
Nominator First Name: Eduardo
Nominator Middle Name:
Nominator Last Name: Ramirez
Nominator Email: cfderamirez@columbiasc.net
Nominator Rank: SPC
Nominator Daytime Phone: 2087200930
Nominator Street Address: 1605 Roanoke Drive
Nominator City: Allen
Nominator State: TX
Nominator Zip: 75013
Nominator Component: ARNG
Nominator Unit: A CO 1-111th AVN REG
Unit UIC: WYDGA0
Unit Address: 860 South Carolina Road
Unit City: Eastover
Unit State: SC
Unit Zip: 29044
Unit Commander Name: Brookshire, Sean
Unit Commander Rank:
Supportive of Guard & Reserve: yes
Outwardly Recognizes Me: no
Continues Salary: no
Continues Benefits: no
Hire Fill In: no
Keep In Touch With Family: yes
Consider For Higher Award: no
Mailing Instructions (type): Field Committee
Mailing Instructions (text): Please send the award to the ESGR State Committee in the state where my employer/supervisor is located, for formal presentation to my employer/supervisor.

This document contains information
 exempt from mandatory disclosure under
 the FOIA. Exemption(s) 3/6 apply

Nomination Narrative: Charlene Harvey is a Human Resources Specialist with the City of Columbia and has been one of the most relied upon point-of-contacts for my job with the Columbia Fire Department that both my wife and I have used throughout my most recent deployment. I left in April 2016 and recently came back from deployment in March 2017. Before my deployment, Ms. Harvey helped my wife and I get everything in order with my child support, my deployment orders, my health insurance, employee deductions, power of attorney, and Ms. Harvey encouraged my wife to call or email with any questions that came up while I was deployed. I moved my wife to Allen, Texas, with her family, in order for her to receive help with our two children under two. No matter the distance, Ms. Harvey has always answered our questions over the phone or through email. Ultimately, Ms. Harvey has gone above and beyond for my family and my individual situation as a South Carolina Army National Guardsman.

Date Printed: 03/30/2017
Presentation Type: Please send the award framed.

FOR OFFICIAL USE ONLY



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ended June 30, 2016 - Ms. Jennifer Broughton, Past President of the Government Finance Officers Association of South Carolina

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** GFOA Award (PDF)



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Columbia
South Carolina**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2016

Christopher P. Morill

Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

07/13/2017

For more information contact:
Todd Buikema, Acting Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: tbuikema@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Columbia** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.



The Government Finance Officers Association
of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Columbia



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date July 13, 2017



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Recognition of Ms. Kiara Hayes as the National Bronze Medal Winner of the NAACP ACT-SO Olympics - The Honorable Mayor Stephen K. Benjamin

PRESENTER: Mayor Steve Benjamin

FINANCIAL IMPACT:

A student from Columbia won a National Title this past week at the National NAACP ACT-SO Olympics. Kiara Hayes, a 17 year old incoming senior at Ridge View High School, won bronze medal for competing against the best African American teenage classical vocalists from around the country. As a bronze medalist, in addition to holding the title of national medalist & Olympian, Kiara will receive \$1,000 and a laptop computer.

ATTACHMENTS:

- **#a:** NAACP ACTSO Press Release for Kiara (PDF)



NAACP



**The Afro-Academic, Cultural
Technological, Scientific
Olympics**

For Immediate Release

High School Student From Columbia Wins National Bronze Medal at NAACP ACT-SO Olympics

Student will receive \$1,000.00 in prize money and a laptop computer.

(Columbia, SC) July, 26, 2017 - On Friday, July 21st, hundreds of students gathered at the Baltimore Convention Center in Baltimore, Maryland for the 39th annual NAACP ACT-SO National Olympics. The top elected students from each state competed in 33 categories including performing arts, visual arts, sciences, entrepreneurship and humanities.

Six students (listed below) from Columbia, South Carolina participated at the event as representatives of their school, the district, the city of Columbia and the state of South Carolina.

- **Jeremiah Adams** (*Westwood High School Graduate*) - Entrepreneurship
- **Aaron Ford** (*Westwood High School incoming senior*) - Short Story
- **John Fortune** (*Richland Northeast High School incoming sophomore*) - Dance
- **Kierra Gray** (*Richland 2 Charter High School Graduate*) - Music & Music Vocal Classical
- **Kiara Hayes** (*Ridge View High School incoming senior*) - Music Vocal Classical
- **Aeriala Lane** (*Lower Richland High School incoming sophomore*) – Drawing & Painting

On Sunday, July 23rd, top three winners were announced for each category. **Kiara Hayes**, seventeen year old incoming senior at Ridge View High School, received a national bronze medal in the category of music vocal classical. Kiara will receive \$1,000.00, a laptop computer, and the title of national medalist & Olympian.

Shaun Adams, chairperson of the ACT-SO Columbia program, is excited to have a national ACT-SO medal in Columbia and hopes to bring home more national medalist at next year's ACT-SO Olympics.

High School students are encouraged to apply online for the 2018 season at www.ActsoColumbia.org. The mentoring program will start weekly workshops and master classes in October.

About ACT-SO

ACT-SO, a program by the NAACP, stands for Afro-Academic, Cultural, Technological and Scientific Olympics. It is a student enrichment mentoring program that culminates in a local and national competition where students compete for awards, scholarships and prizes.

Contact:

Shaun Adams
(973) 508-8888
www.ActsoColumbia.org
shaun@actsocolumbia.org

www.ActsoColumbia.org

Rev. Otis Outing, Columbia Branch NAACP President



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Laura Spong Day Proclamation - The Honorable Mayor
Stephen K. Benjamin

PRESENTER: Howard Duvall

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

Laura Spong has been recognized with numerous career awards including recognition by the Columbia Artists' Guild and as the 2017 Elizabeth O'Neill Verner Governor's Award for the Arts for Lifetime Achievement

ATTACHMENTS:

- **#a:** Proclamation_LauraSpong_ (DOCX)



City of Columbia
A Proclamation

WHEREAS, artist Laura Spong has been a resident of the City of Columbia for nearly 70 years, and;

WHEREAS, her artistic career has spanned over 60 years starting with classes with J. Bardin and Gil Petroff at the Columbia Museum of Art, and;

WHEREAS, she is considered one of South Carolina's most prominent contemporary painters, and;

WHEREAS, Spong has been had solo exhibitions across the State of South Carolina and throughout the Southeast, and;

WHEREAS, her art has been acquired by the South Carolina State Arts Collection, the South Carolina State Museum and the Greenville County Museum of Art, and;

WHEREAS, she has been recognized with numerous career awards including recognition by the Columbia Artists' Guild and as the 2017 Elizabeth O'Neill Verner Governor's Award for the Arts for Lifetime Achievement, and;

WHEREAS, artists and creative professionals are a fundamental aspect to a vibrant cultural community, and;

WHEREAS, a vibrant cultural community is integral to a strong and livable city.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim September 5, 2017 as

"Laura Spong Day"

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Diaper Need Awareness Week Proclamation - The Honorable Mayor Stephen K. Benjamin

PRESENTER: Mayor Steve Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** DiaperNeedProc (DOC)



City of Columbia
A Proclamation of Diaper Need Awareness

WHEREAS, Diaper Need is a condition in which a clean, healthy and dry diaper is unavailable to infants and toddlers due to economic hardships and can adversely affect the health of infants, toddlers and even their families; and

WHEREAS, national surveys report that one in three mothers experience a need for diapers at some time when their children are less than three years of age, and 48% of families delay changing their child's diaper to extend their supply; and

WHEREAS, the average infant or toddler requires at least 50 diaper changes per week over the course of three years; and

WHEREAS, currently, there are no government assistance programs for the purchase or provision of diapers; and

WHEREAS, a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, making obtaining a sufficient supply of diapers an economic hardship to families; and

WHEREAS, the people of Columbia recognize that addressing the Diaper Need in our area can lead to economic opportunities for low-income families and lead to improved health for our youth and their families;

WHEREAS, The City of Columbia is proud to be home to various community organizations that raise awareness and recognize the importance of helping families in our community obtain the diapers they need and helping achieve economic stability.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the week of September 25- October 1, 2017 to be

Diaper Need Awareness Week

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Kinship Care Month Proclamation - The Honorable Mayor Stephen K. Benjamin

PRESENTER: Mayor Steve Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** kinship care day (DOC)



City of Columbia
A Proclamation of Kinship Care

WHEREAS, South Carolina is steadfast in its commitment to promote the safety and well-being of our children, including providing a loving, stable, nurturing home for all youth in which they can be nurtured, succeed and thrive; and

WHEREAS, relationships with family are crucial for children and it is our responsibility to promote and preserve kinship, sibling and other familial connections for children helping them retain their cultural heritage, family and community ties while preserving their safety and protecting them from abuse and neglect; and

WHEREAS, more than 57,000 children throughout our state are raised in grandparent-headed households and other kinship families where no parent is present, including being cared for by aunts, uncles other extended family members and relatives, close family friends or fictive kin, such as godparents or other non-related adults; and

WHEREAS, kinship caregivers have stepped forward out of love and loyalty taking on primary responsibility for the care of these children, providing them connection, security, positive identity, belonging and higher levels of permanency; and

WHEREAS, kinship families residing across all of South Carolina often face daunting challenges, therefore partnerships among the education, legal, social services, mental health, justice, child welfare, medical and other systems are important to ensure access to services that can enable kinship youth to flourish in all facets of their lives; and

WHEREAS, Kinship Care Month provides an opportunity to honor kinship caregivers and lift up the accomplishments of countless youth throughout our state who, with the support of kinship caregivers, have successfully navigated trauma and parental separation; and

WHEREAS, all South Carolinians are encouraged to raise their awareness and understanding of the positive family environment that kinship families offer many children.

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

Kinship Care Month

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Supporting the Goals of Solarize South Carolina Day
Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Supporting the Goals of Solarize South Carolina proc (PDF)



City of Columbia
A Proclamation of Supporting the Goals of Solarize South Carolina

WHEREAS, the City of Columbia is a recognized leader in sustainability practices in South Carolina and seeks to engage in new energy saving measures such as generating electricity with photovoltaic cells; and

WHEREAS, the City of Columbia's sustainability efforts include establishing the Climate Protection Action Campaign, being part of the U.S. Conference of Mayors Climate Action Plan, pledging to be one-hundred percent renewable by 2035 and encouraging the community to live more sustainably; and

WHEREAS, solar energy is good for the environment, contributes to a reduction in greenhouse gas emissions and promotes energy independence; and

WHEREAS, generating electricity from solar energy can save City of Columbia businesses and homeowners money on their utility bills and can help control future energy costs; and

WHEREAS, solar energy creates opportunities for economic development and job creation; and

WHEREAS, SmartPower is a not-for-profit entity that continues to promote Solarize South Carolina through local businesses and sustainability partners and online through Wee.Green to encourage more residential and small commercial solar electric installations and energy efficiency measures, to reduce energy use, to improve the environment and to create jobs by increasing the use of solar technologies; and

WHEREAS, the City of Columbia will designate a person to continue to coordinate communications and outreach activities with SmartPower.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim September 5, 2017 to be

Supporting the Goals of Solarize South Carolina Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

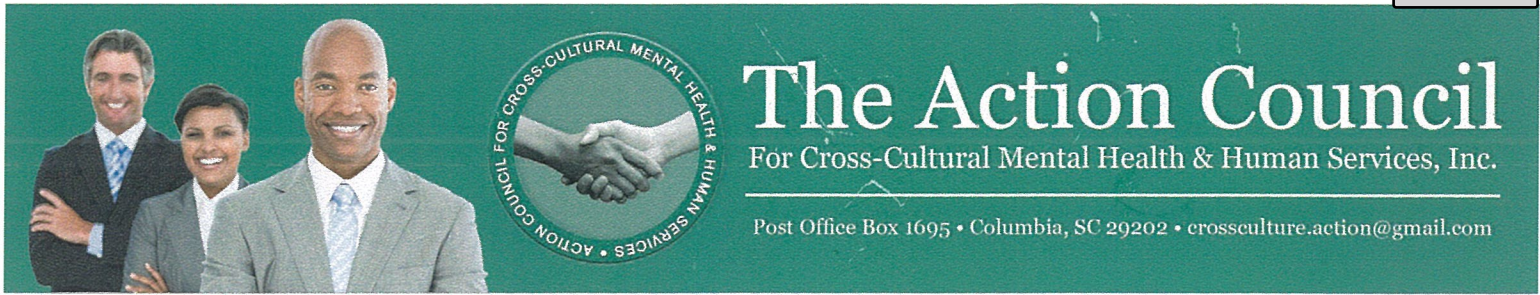
SUBJECT: Annual Cross Cultural Conference - Mr. James Starnes,
President of The Action Council for Cross-Cultural Mental
Health & Human Services, Inc.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** 40th Anniversary Sponsorship Packet (PDF)
- **#b:** 2018 Save The Date (PDF)
- **#c:** 40th Anniversary Gala Save the Date (3) (PDF)



The Action Council
P. O. Box 1695
Columbia, SC 29202

Greetings,

The Action Council for Cross Cultural Mental Health and Human Services, Inc is seeking sponsorship support for the Annual Cross Cultural Conference to be held in Myrtle Beach, South Carolina, February 15-18, 2018. The Action Council is a tax exempt organization under section 501(c) (3) of the Internal Revenue Code. We have been hosting and sponsoring the Annual Cross Cultural Conference since 1979.

The Action Council is a training organization dedicated to cultural competence and enhancing the management, delivery, and utilization of human services by and for people of diverse cultures. Our annual conferences give attendees chances to network with individuals from a variety of helping professions. Through education, advocacy, leadership, and collaboration; service delivery is improved.

In 2018, we will celebrate the 40th anniversary of our Cross-Cultural Conference. We solicit your support of this momentous event as we kick it off with our celebratory gala on October 27, 2017; featuring renowned jazz artist Wycliffe Gordon. At the gala, we will honor Palmetto Health for its strong commitment to community service.

The levels of sponsorships are detailed on the enclosed portfolio along with a listing of the Board of Directors for the Action Council.

Do not miss this amazing marketing opportunity! We hope that you will share this terrific offer with other individuals and organizations that support the work of the Action Council, and the work of Palmetto Health. If you have any questions, please feel free to contact me by email at telcato@yahoo.com, or 803-960-4598; or our Treasurer Herbert Walker at hwalker21@att.com. For more information about the Action Council, please visit our website at www.crossculturalactioncouncil.org.

Thank you for your support of the Action Council. We look forward to hearing from you.

Sincerely,

James C. Starnes

James Starnes, President

Herbert Walker

Herbert Walker, Treasurer

40TH Annual Cross Cultural Conference
Sponsorship Levels of Participation

Platinum Level Sponsors @ \$5,000 & up

Platinum Level sponsors will receive 8 gala tickets (one table)
 Inside front or back cover recognition in Conference Program Booklet
 2 Conference Registrations
 Vendor space at the 2018 Cross Cultural Conference

Gold Level Sponsors @ \$2,500 - \$4,999

Gold Level sponsors will receive 4 gala tickets
 Full Page Recognition in Conference Program Booklet
 2 Conference Registrations

Silver Level Sponsors @ \$1,500 - \$2,499

Silver Level sponsors will receive 2 gala tickets
 Half Page Recognition in Conference Program Booklet
 1 Conference Registration

Bronze Level Sponsors @ \$1,000 - \$1,499

Bronze Level sponsors will receive 2 gala tickets
 Fourth Page Recognition in Conference Program Booklet
 1 Conference Registration

****Mail payments to: The Action Council
 P. O. Box 1695
 Columbia, SC 29202**

****Ads must be print ready and emailed to: hwalker21@att.com**

Action Council - Board of Directors-page 1

James C. Starnes, BA, Action Council President
Community Resource Developer
SC Department of Mental Health

John Connery, MA, Action Council Vice President
South Carolina Youth Advocate Program

Herbert Walker, M.A., CPA
Action Council Treasurer
Retired - Deputy Director
SC Department of Consumer Affairs

Tracy Richardson, M.A., Action Council Secretary
40th Anniversary Gala Committee Chair
Anderson-Oconee- Pickens MHC

Harrison Rearden, Action Council Parliamentarian
Former - Commissioner SC Department of Transportation
Retired - Deputy Director SC Department of Social Services

Mark Bellamy, BA
Program Director
Waccamaw Center for Mental Health

Willie Bethune, LMSW
Retired - SC Department of Mental Health

Johnese Bostic, APM, CPH
Department of Health and Environmental Control
40th Anniversary Fundraising Committee Chair

Shirley D. Furtick MSW, LISW-AP/CP, LMFT
Social Work Consultant

Steven Gaither, BA
Medfirst Staffing

George R. Greene Jr, LMSW
Board Member National Mental Health Association
Retired - Asst. Director of Counseling Center
South Carolina State University

Carl E. Jones Ph.D.
Former - Vice President for Enrollment and Student Affairs
Clark Atlanta University
Retired – Administrator South Carolina State University

Julius Jones, LMSW
Program Director - Forensic Services
Columbia Area Mental Health

Action Council - Board of Directors-page 2

Belinda Langton, M.Ed.
SC Department of Vocational Rehabilitation

S. Elaine Leonard, MHA, BSN, RN
Morris Village – SC Department of Mental Health

Nadine Livingston, M.Ed., MBA
40th Anniversary Conference Director

Lyndsey Perret
South Carolina Hospital Association

Wendell Price, M.S.
Director of Business Development
Clemson University Youth Learning Institute

Cornell Ruff, RN
Retired - Program Manager, Connections
Columbia Area Mental Health Center

Ernest Shaw, LMSW
Retired - SC Department of Corrections
& Fresenius Medical Care

Robert C. Toomey, MBA
Retired – Director, SC Department of Alcohol
And Other Drug Abuse Services



THE ACTION COUNCIL FOR CROSS CULTURAL
MENTAL HEALTH AND HUMAN SERVICES



40th Annual Cross Cultural Conf

40.b

LEADING CHANGE:
A Cross Cultural Perspective on Diversity and Inclusion



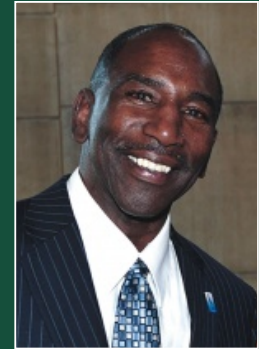
Thelma Duffey, Ph.D.

*Immediate Past President
of the American
Counseling Association*



John H. Magill

*Director SC Department of
Mental Health*



Lee Gill, J.D.

*Chief Diversity Officer
Clemson University*

SAVE *the* DATE

FEBRUARY 15-18, 2018

Myrtle Beach, South Carolina ♦ Landmark Resort

www.crossculturalactioncouncil.org

Packet Pg. 338

Save

THE DATE

THE ACTION COUNCIL FOR CROSS CULTURAL
MENTAL HEALTH & HUMAN SERVICES
PRESENTS THE

40th Annual Cross Cultural Conference Gala

FEATURING
Jazz Musician Wycliff Gordon

HONORING
Palmetto Health

FRIDAY, OCTOBER 27, 2017

◆ 7:00 PM ◆

For questions, email: crossculture.action@gmail.com

40.c

THE ACTION COUNCIL FOR CROSS CULTURAL
MENTAL HEALTH & HUMAN SERVICES BOARD OF DIRECTORS
CORDIALLY INVITES YOU TO

"An Evening of Elegance"



THE COLUMBIA METROPOLITAN CONVENTION CENTER
EXHIBIT HALL

1101 LINCOLN STREET
COLUMBIA, SOUTH CAROLINA

BLACK TIE OPTIONAL ◆

Packet Pg. 339



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-067 - Granting a Franchise to Mark 8:36 LLC dba Chick-Fil-A at Five Points for operation of a stationary sidewalk vending cart at the northeast corner of Main Street and Lady Street

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-067 Chick-Fil-A at Five Points NE Main & Lady (PDF)

ORDINANCE NO.: 2017-067

Granting a Franchise to Mark 8:36 LLC dba Chick-Fil-A at Five Points for operation of a stationary sidewalk vending cart at the northeast corner of Main Street and Lady Street

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Mark 8:36 LLC dba Chick-Fil-A at Five Points is granted a franchise for the operation of a stationary sidewalk vending cart at the northeast corner of Main Street and Lady Street for a period of one (1) year from the date of enactment hereof.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:



We Are Columbia

1339 Main Street, P.O. Box 147, Columbia, SC 29217 • Phone: 803-545-3345 • Fax: 803-988-8025

BUSINESS LICENSE DIVISION

DATE: July 20, 2017

TO: Honorable Mayor and City Council Members

FROM: Sidra D. Nelson, Business License Administrator/*sn*

CC: Brian Cook, Zoning Administrator

RE: **STAFF RECOMMENDATION for
Mark 8:36 LLC
dba Chick-Fil-A at Five Points
NE CORNER OF MAIN & LADY STREET
NEW APPLICATION (for a pre-approved location)**

Mark 8:36 LLC dba Chick-Fil-A at Five Points, the applicant, is requesting permission to establish operation of a food tent at the NE Corner of Main & Lady Street. The applicant sells Chick-Fil-A chicken sandwiches, waffle potato chips, canned Coke products, and chocolate chunk cookies. This location, with an approved resolution, will be able to serve items on Lists 'A, B, & C.' The applicant will also utilize one beverage cooler to cool canned drinks at the site. A copy of the application is attached for your information.

This location meets the distancing requirements of Section 11-258 regarding sidewalk vending locations.

Staff recommends approval subject to review and approval of evidence of insurance and of compliance with health and fire codes (§11-257).

SN/cr



SIDEWALK VENDING

FRANCHISE APPLICATION

CITY OF COLUMBIA BUSINESS LICENSE DIVISION

P O Box 147 • 1136 Washington Street, Columbia, SC 29217 • 803-545-3345



PLEASE ATTACH ADDITIONAL INFORMATION IF YOU DO NOT HAVE ENOUGH ROOM!

DATE	MONTH	July	DAY	14	YEAR	2017
REQUESTED VENDING LOCATION	NUMBER	#7				
	DESCRIPTION	NE Corner Main & Lady				
OWNER INFORMATION	NAME	James Bennett, Chick-Fil-A Five Points, Mark 8:36 LLC				
	ADDRESS	901 Harden St. Columbia, SC 29205				
	TEL	803-255-0232	FAX	803-255-0247	E-Mail	02561@chick-fil-a.com
CONTACT INFORMATION <i>If different from above</i>	NAME					
	ADDRESS					
	TEL		FAX		E-Mail	
LOCATION OF OFF-STREET STORAGE FACILITY	901 Harden St	DESCRIPTION (Garage, rental storage, etc.)	The tent and tables will be kept at the home store at 901 Harden St.			
METHOD AND ROUTE FOR TRANSPORTING CART TO VENDING LOCATION	The materials will be transported inside of the company vehicle. The route will start on 901 Harden St. Left on Germain St. Right on Sumpter St., left on Lady St to the corner of Lady & Main St					
DESCRIPTION OF VENDING CART <i>-Include how cart is powered/food cooked</i>	YOU ALSO MUST SUBMIT A PHOTOGRAPH AND/OR DRAWING OF VENDING CART!					
	5'x5' EZ-UP, Table set up inside Tent to hold register. Food is cooked at the store and transported in a Temperature Management System. Everything is powered via an electric generator.					
DESCRIPTION OF FOOD, BEVERAGES, AND MERCHANDISE BEING SOLD	Chick-Fil-A Chicken Sandwiches, Waffle Potatoe Chips, Canned Coke Products, Chocolate Chunk Cookies					
DESCRIPTION OF OUTSIDE OWNERSHIP INTERESTS <i>If any; e.g. Partners or Stockholders</i>	N/A					
ADDITIONAL INFORMATION <i>e.g. to demonstrate financial ability to perform conditions of franchise</i>	Franchise owner of Chick-Fil-A Five Points, serving over 1,500 guest a day.					
I, as a business owner or authorized owner representative, confirm to the best of my knowledge that the information contained on this application is accurate.						
SIGNATURE:		RELATIONSHIP TO OWNER: Director of Operation				
FOR STAFF USE	INVOICE#		AUTHORIZED BY			

VENDORS AT FESTIVALS OR PUBLIC EVENTS ARE NOT REQUIRED TO OBTAIN A VENDING FRANCHISE, BUT MAY STILL REQUIRE A BUSINESS LICENSE.

PLEASE CONTACT THE BUSINESS LICENSE DIVISION AT 803.545.3345 FOR MORE INFORMATION.

DISTANCING REQUIREMENTS FOR SIDEWALK VENDING FRANCHISES

Note: this information is not comprehensive; please consult the Business License Ordinance Chapter 11-251 through 11-262 for more information

- Your cart must meet MINIMUM distancing requirements in order to be approved. Your cart must be greater than:
 - ☐ 50 feet from principal public entrance to a food service business not owned by vendor;
 - ☐ 10 feet from an entrance to any building;
 - ☐ 50 feet from driveway to Police or Fire Station;
 - ☐ 25 feet from any other driveway;
 - ☐ 25 feet from any bus stop sign.
- Your cart must not obstruct sight clearance at intersections.
- Your cart must not obstruct pedestrian traffic. Must provide 4 feet clear passageway for pedestrians at all times!

Layout for Proposed Project

Show proposed cart location.
Include existing structures, sidewalk, and curb
Please include dimensions!!

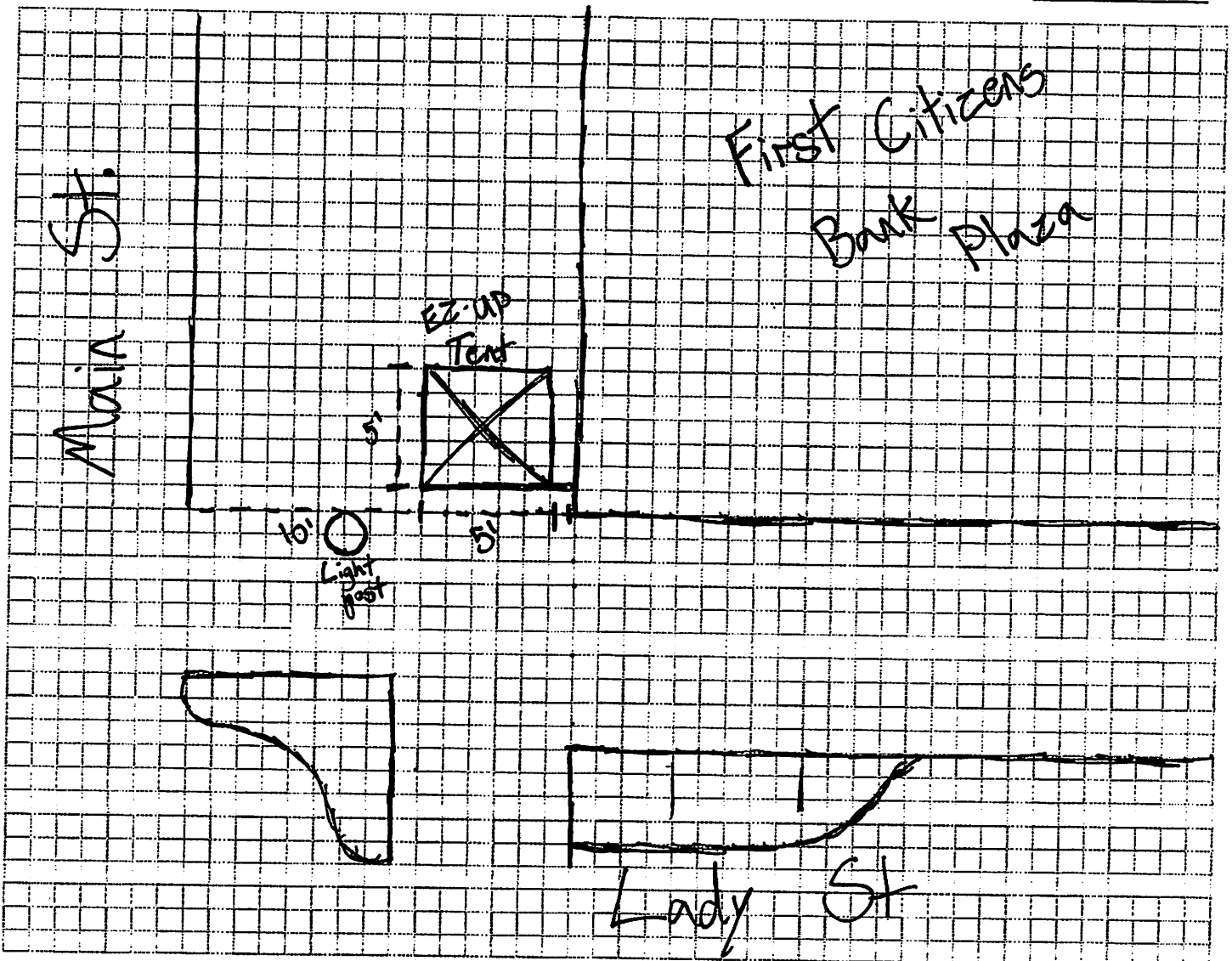


PLACE NORTH
ARROW HERE

Each square represents _____ feet.

ADDRESS _____

DATE: _____

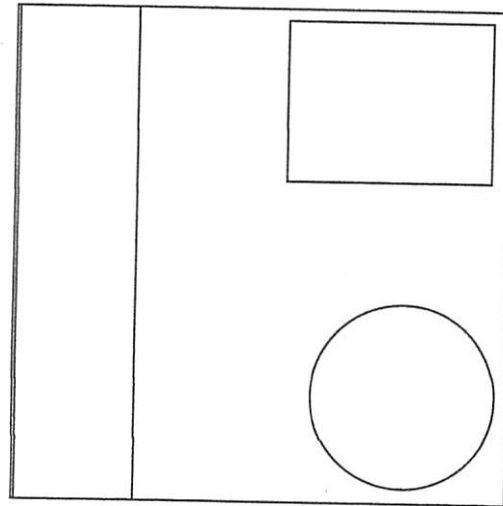


Chick-fil-A Five Points Sidewalk Setup



5' x 5' Tent Package

4' Table Setup



Box of Waffle Chips

Beverage Cooler

4' Table Setup

Point of Sales Register

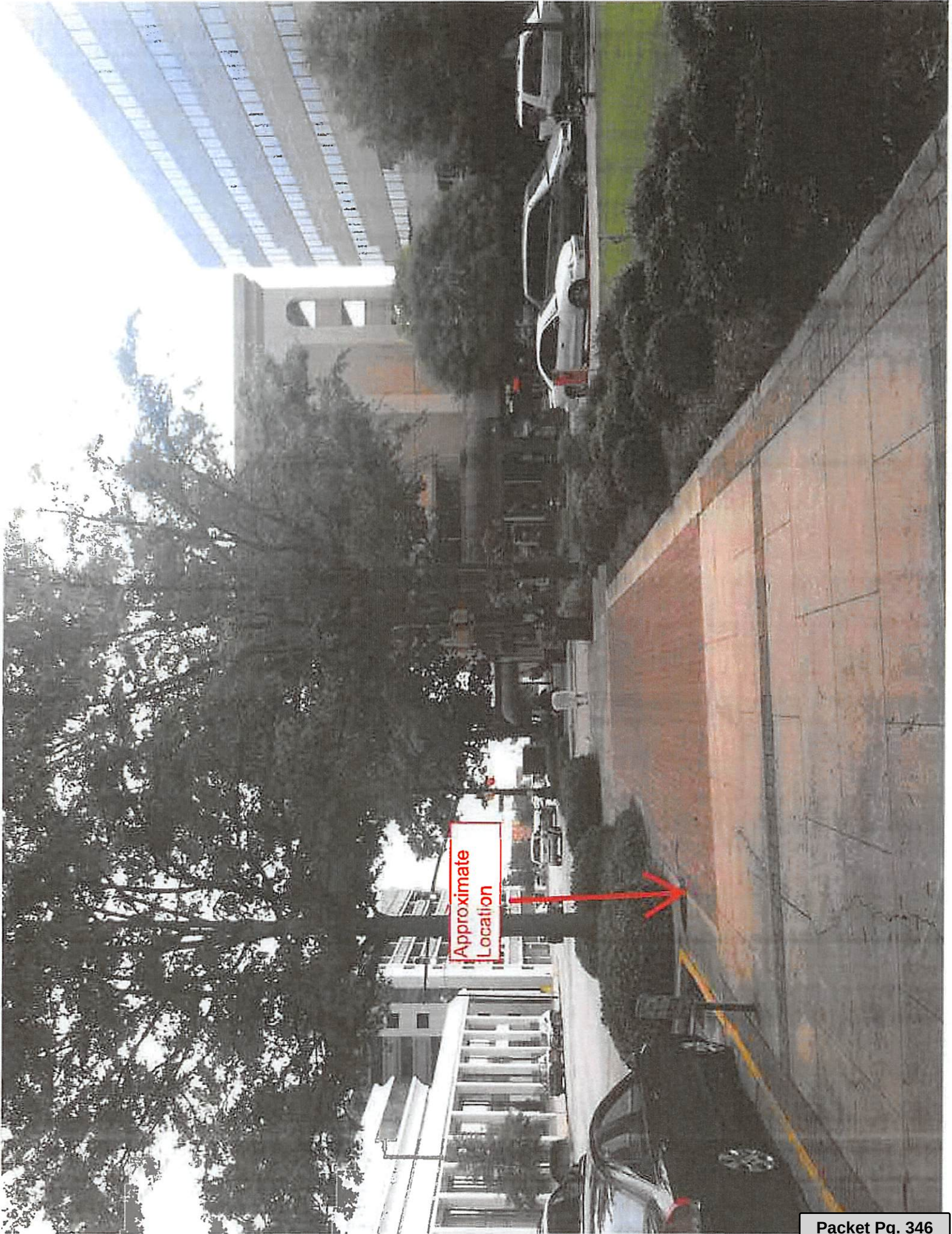


Beverage Cooler



Temperature Management System

Small Electric Generator







CERTIFICATE OF LIABILITY INSURANCE

41.a

DATE (MM/DD/YYYY)
07/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Atlanta.CertRequest@Marsh.com; FAX: 212-948-4321 J06121-CFA-GAWEX-17-18 02569 COLUM SC	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA INSURER B: New Hampshire Ins Co INSURER C: Illinois National Insurance Company INSURER D: American Home Assurance Co INSURER E: INSURER F:	FAX (A/C, No): NAIC # 19445 23841 23817 19380
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COVERAGES **CERTIFICATE NUMBER:** ATL-004734504-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XS OF \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:		3629960	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1921854 (AOS) 1921855 (VA) 1921856 (MA)	01/01/2017 01/01/2017 01/01/2017	01/01/2018 01/01/2018 01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		19452282	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	015425208 (AOS) 015425205 (CA) 015425206 (FL) WC Cont. on Additional Page	01/01/2017 01/01/2017 01/01/2017	01/01/2018 01/01/2018 01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOCATION OF PROPERTY: CHICK-FIL-A AT FIVE POINTS FSU (02569), MARK 8:36 LLC., 901 HARDEN ST., COLUMBIA, SC 29205-1003

CERTIFICATE HOLDER

CITY OF COLUMBIA 1339 MAIN ST PO BOX 147 COLUMBIA, SC 29217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

AGENCY CUSTOMER ID: J06121

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH		NAMED INSURED CHICK-FIL-A, INC. 5200 BUFFINGTON ROAD ATLANTA, GA 30349
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued

Carrier: New Hampshire Ins. Co.
Policy No. 015425209 (AZ,IL,KY,NC,NH,NJ,PA,UT,VA)
Effective Date: 01/01/2017 - 01/01/2018
Limit: 1,000,000

Carrier: New Hampshire Ins. Co.
Policy No. 015425207 (MA,ND, OH, WA, WI, WY)
Effective Date: 01/01/2017 - 01/01/2018
Limit: 1,000,000

Carrier: New Hampshire Ins. Co.
Policy No. 014649471 (ME)
Effective Date: 01/01/2017 - 01/01/2018
Limit: 1,000,000

07/17/2017

To the City of Columbia,

We, Chick-fil-A Five Points, have applied for a sidewalk vending location on 07/17/2017. Our method and route for transporting our tent to and from the proposed location is as follows: We will load our equipment into our catering vehicle at our main store, at 901 Harden St. From there we will go up Harden St., take a left on Gervais St., hang a right on Sumpter St., and the final left on Lady St. We will use multiple employees to unload our vehicle without the need to park. Once unloaded the vehicle will return again to the store until it is time to load the equipment back up.

In Your Service,
Jonathan Bohnenberger
Chick-fil-A Five Points
901 Harden St
Columbia, SC 29205
Phone: (803) 255-0232
Fax: (803) 255-0247
www.cfa5points.com





We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC

FINANCIAL IMPACT: First reading approval was given on September 5, 2017.

ATTACHMENTS:

- **#a:** 2017-075 franchise to Michael Trombino dba Slidr LLC (PDF)

ORDINANCE NO.: 2017-075*Granting a Franchise to Michael Trombino d/b/a Slidr, LLC*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that pursuant to Sec. 12-18, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Michael Trombino d/b/a Slidr, LLC, is granted a franchise for a period of one (1) year from the date of enactment hereof for the operation of vehicles displaying advertising.

PROVIDED FURTHER that the privilege granted hereby for the use may be modified, suspended or terminated by the City Manager, at his or her discretion at any time without notice for failure to conform to the requirements of Sec. 12-18 or should it be necessary for safety or other public operations.

Requested by:

Assistant City Manager Palen

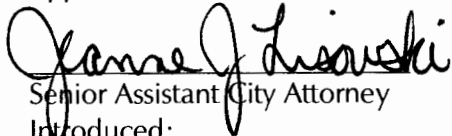
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10

FINANCIAL IMPACT: First reading approval was given on September 5, 2017.

ATTACHMENTS:

- **#a:** 2017-074 encroach Woodcreek Farms entrance (PDF)

ORDINANCE NO.: 2017-074

Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10

WHEREAS, Woodcreek Development, LLC (hereinafter "Grantee") desires to use a portion of the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10 for the installation and maintenance of curbing and guttering measuring approximately one hundred sixty five (165') feet in length, a portion of two (2) brick walls measuring approximately fifteen (15') feet in length, approximately two (2') feet in width and approximately ten (10') feet in height; two (2) brick columns measuring approximately two (2') feet in length, approximately two (2') feet in width and approximately fifteen (15') feet in height; landscaping, paving, an irrigation system and the modification of two (2) raised medians with lighting, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that Grantee is hereby granted the right to use a portion of the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10 for the installation and maintenance of curbing and guttering measuring approximately one hundred sixty five (165') feet in length, a portion of two (2) brick walls measuring approximately fifteen (15') feet in length, approximately two (2') feet in width and approximately ten (10') feet in height; two (2) brick columns measuring approximately two (2') feet in length, approximately two (2') feet in width and approximately fifteen (15') feet in height; landscaping, paving, an irrigation system and the modification of two (2) raised medians with lighting, as shown on the attached drawings.

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance.
3. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
5. No permanent structures or trees are allowed in the City's utility easements.
6. A hold harmless agreement is required for any proposed infrastructure located within the City's utility easements.

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

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

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

Requested by:

Assistant City Manager Gentry

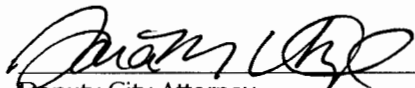
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2017-074**



**WOODCREEK FARMS ROAD
2000 BLOCK OF WOODCREEK FARMS ROAD
WOODCREEK DEVELOPMENT LLC**

WOODCREEK FARMS ROAD ENTRANCE WAY IMPROVEMENTS

Subject Property:	2000 Block of Woodcreek Farms Road, TMS#28800-01-10
Council District:	4
Proposal:	Request approval for the installation and maintenance of curbing, guttering, landscaping, paving, brick wall, irrigation and a raised median.
Applicant:	Woodcreek Development LLC
Staff Recommendation:	Approval with conditions.
Conditions:	1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets; 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained; 3. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

Detail:	The applicant is requesting an encroachment ordinance to modify the Woodcreek Farms Neighborhood entranceway to include the installation and maintenance of curbing and guttering measuring approximately one hundred sixty five (165') feet in length, a portion of two (2) brick walls measuring approximately fifteen (15') feet in length approximately two (2') feet in width approximately ten (10') feet in height, two brick columns measuring approximately two (2') feet in length approximately two (2') feet in width approximately fifteen (15') feet in height, landscaping, paving, irrigation system and the modification of two raised medians, all as shown on the attached drawings.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development	Recommend approval.
Streets	Recommend approval.
Utilities & Engineering	Recommend approval with conditions: 1. No permanent structures will be allowed inside City utility easements. 2. Trees will not be permitted inside City Utility easements. 3. A hold-harmless agreement will be needed for any proposed infrastructure, i.e. irrigation infrastructure, to be located inside City utility easements.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

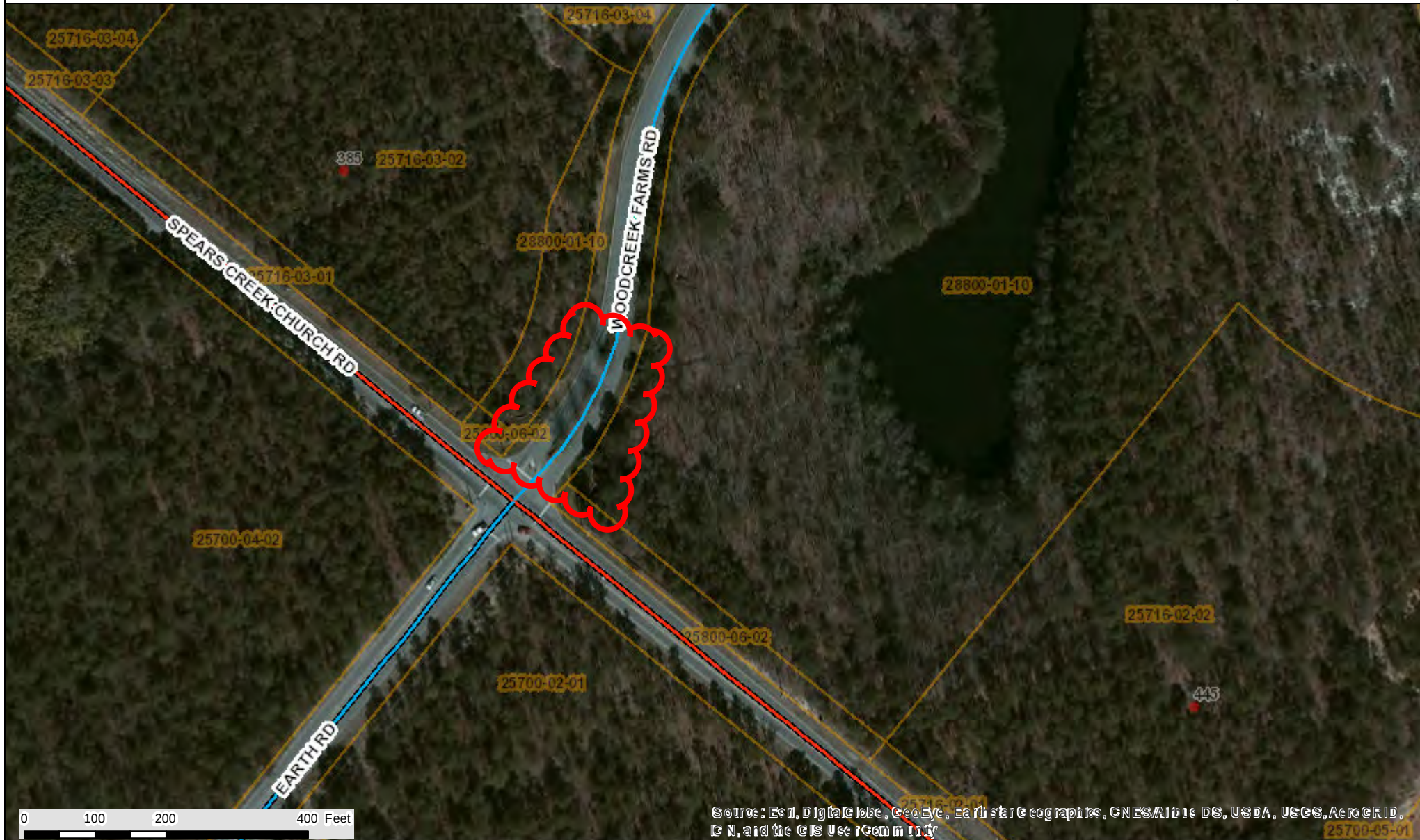
City of Columbia

Woodcreek Farms Road Entrance - Encroachment

43.a



Thursday, June 15, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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. 357

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

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

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at sardis@columbiasc.net; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 6-20-17 Property Owner: Woodcreek Development LLC
 Applicant's Name if different from Property Owner: _____
 Contact Information: Telephone Number: 699-4141 Fax Number: _____
 Mailing address: 1712 Woodcreek Farms Rd Elgin 29045 E-mail address: Harold @ hvp3.com
 Encroachment Location (Address): NE/3 Spears Creek Church Rd Woodcreek Farms Entrance
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: PO 28800-01-10

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

If Other - specify: _____

Dimensions (height/width/length): _____

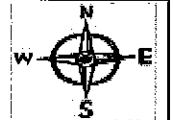
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12"x24" brick columns; 4'x15' brick paver walkway)

Construction material: _____

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

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

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

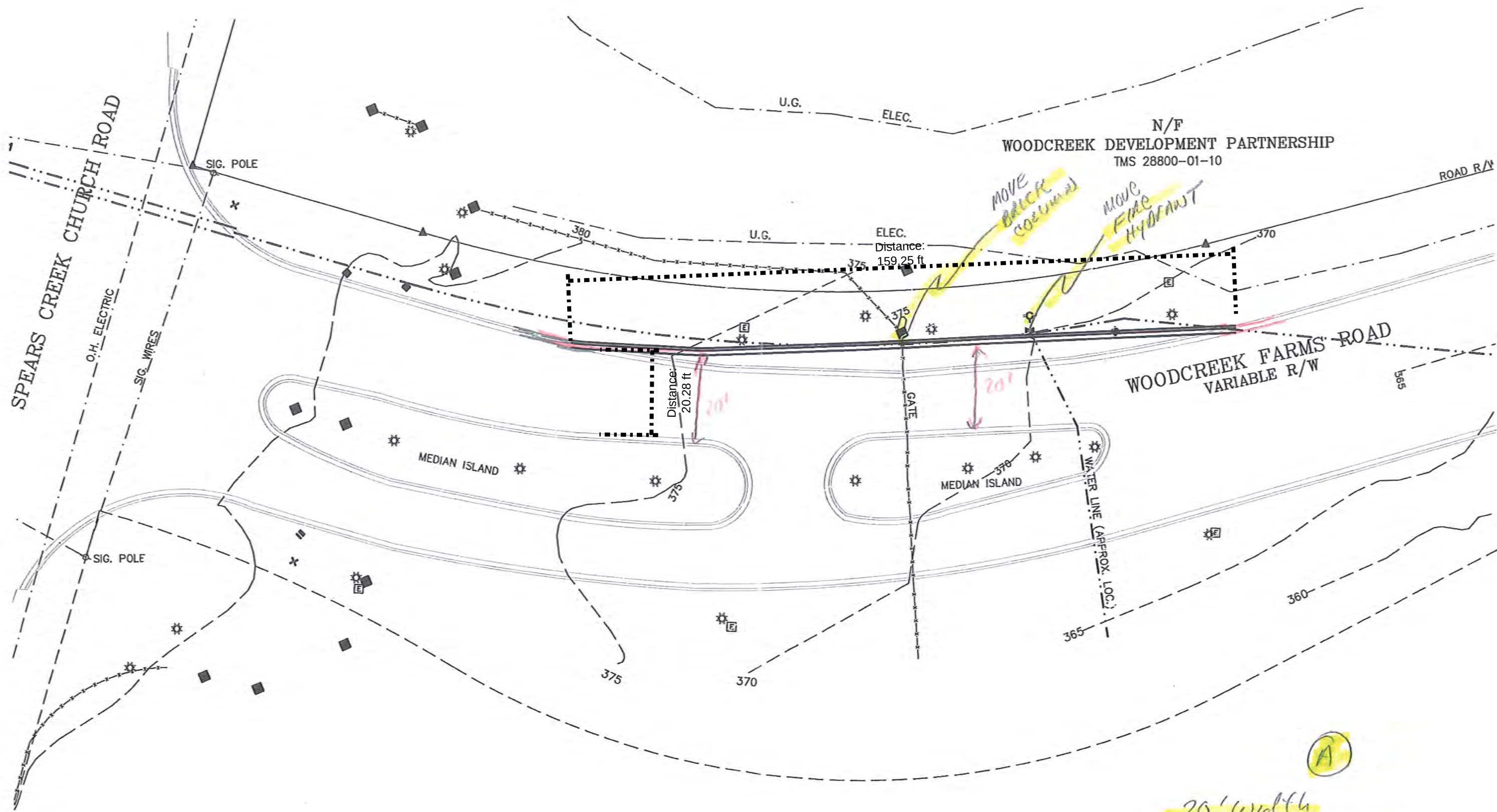


All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused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

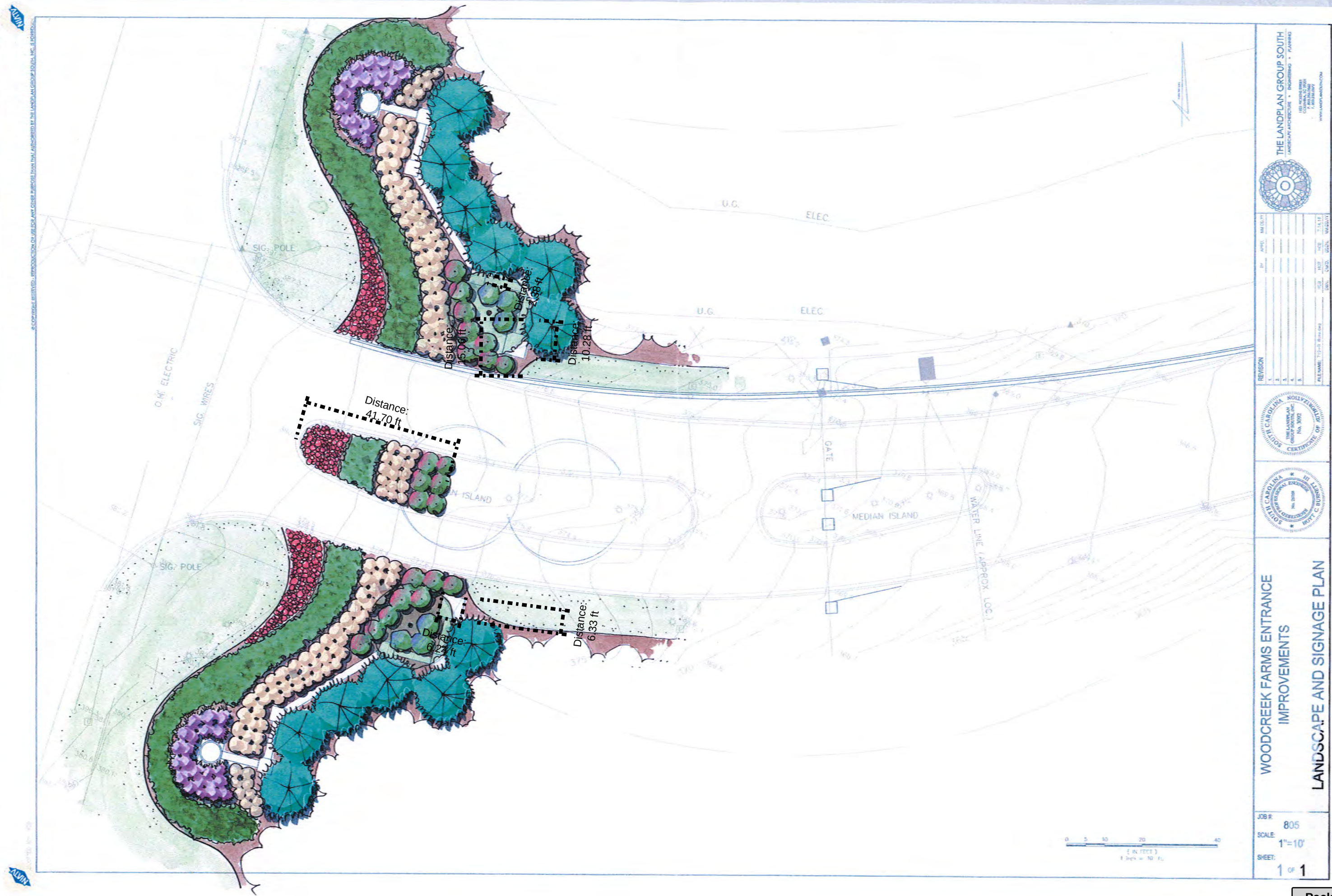
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

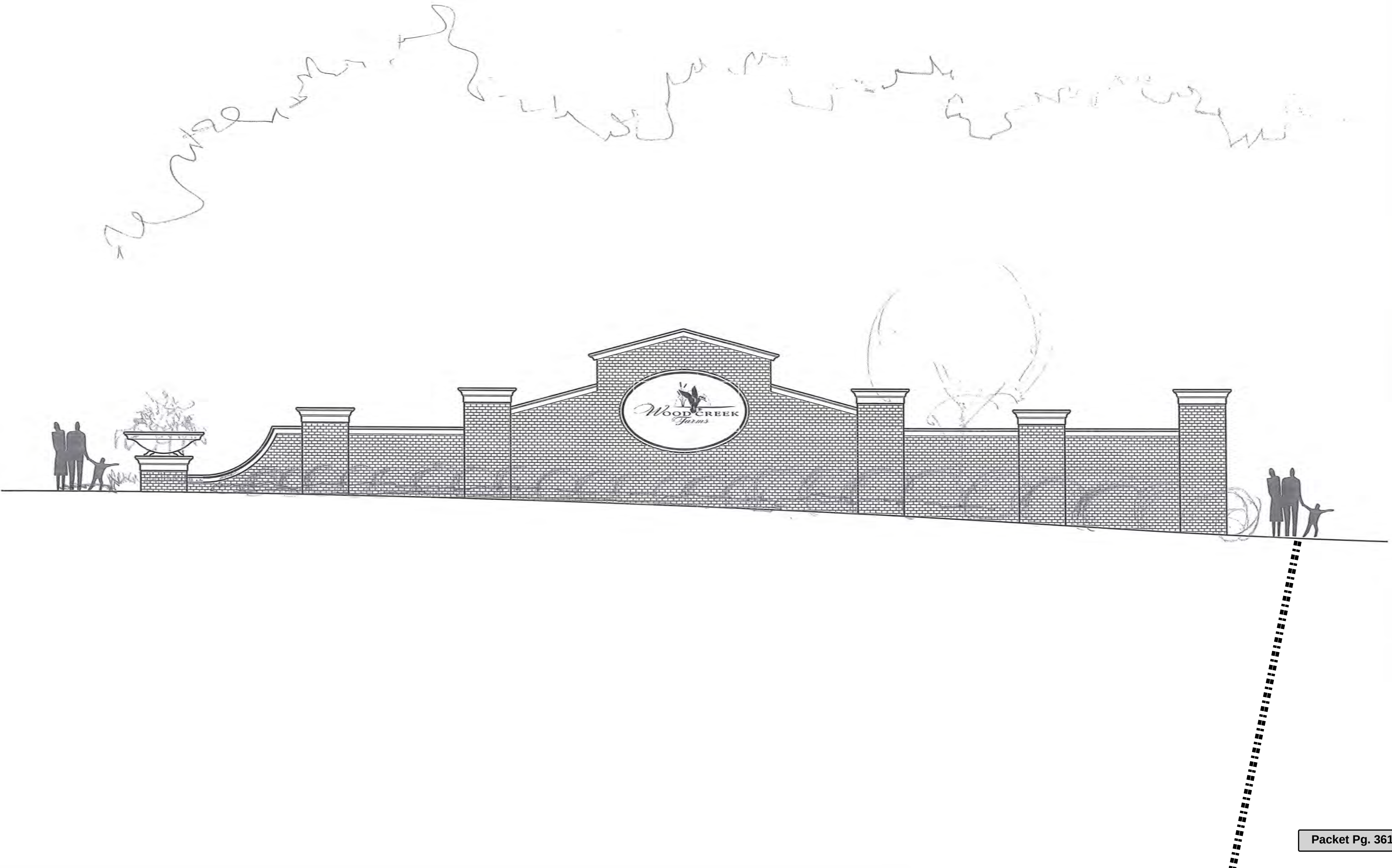
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jfellowsc@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcocok@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jllthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Staller	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstaller@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jllthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscolt@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017



(A)
20' width
EXPAND Northside ONLY
11-20'







We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS # 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-068 - Annexing 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, Richland County TMS# 28900-01-11 (p), 28900-01-1 O(p) and 28900-01-09(p)

Council District:4

Proposal:Request to annex, assign interim land use classification of Urban Edge Residential-Large Lot (UER-2), and assign interim zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PDD) by Richland County.

Applicant:Woodcreek Development, LLC

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

PC Recommendation:07/18/17: Annex, Assign Interim Land Use and Interim Zoning; Approval (9-0)

First reading approval was given on August 15, 2017.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** ANNEX_4.24acres-174 and 178 Riding Grove Rd (PDF)
- **#b:** 2017-068 annex 4.24 ac 174 Riding Grove Rd & 178 Riding Grove Rd (PDF)

HISTORY:

08/15/17

Columbia City Council

APPROVED ON FIRST READING



CITY COUNCIL

August 15, 2017 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment Case Summary

**4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road,
TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)**

Council District:	4	
Proposal:	Request to annex, assign interim land use classification of Urban Edge Residential-Large Lot (UER-2), and assign interim zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PDD) by Richland County.	
Applicant:	Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	07/18/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (9-0)
Annexation, 1 st Reading:	08/15/17: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	09/05/17: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	11/21/17: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	12/05/17: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	11/21/17: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	12/05/17: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.24 acres
Current Use: Vacant Land
Proposed Use: Residential Subdivision
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Land Use Classification: Neighborhood (Medium Density)
Proposed Interim Land Use Classification: Urban Edge Residential-Large Lot (UER-2)
Current Richland County Zoning: Planned Development District (PDD)
Proposed Interim Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$2,070** annually to provide service for these 10 residences based on calls for service to nearby properties.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The cost associated with solid waste service for this property is **\$187.00** annually per household.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

We recommend annexation of this property. The owner has proposed an 11-lot single family residential subdivision on this property, though 1 lot is on a portion already in the City of Columbia and another lot is partially in the City and partially on currently unincorporated land. The annual City property tax revenue after annexation of this property, for the 10 lots that are on currently unincorporated land, will be approximately **\$5,600**.

* Estimated City Tax Revenue is based on 2016 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0961)) - (Tax Value*Local Option Sales Tax Credit (.002347)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be assigned an interim land use classification of Urban Edge Residential – Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
- *Accessory dwelling units

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Small Format Business / Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District to the South. Surrounding parcels within unincorporated Richland County are zoned RU to the West and PDD to the North and East.

The proposed interim City of Columbia zoning district is Planned Unit Development-Residential District.

Planned Unit Development-Residential District

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

- (1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
- (2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the

planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign an interim land use classification of Urban Edge Residential-Large Lot (UER-2), and assign an interim zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(4.24)
28900-01-10 (p), 28900-01-09 (p);
Existing Richland FLU: Neighborhood (Medium Density); Proposed FLU: UER-2

44.a

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



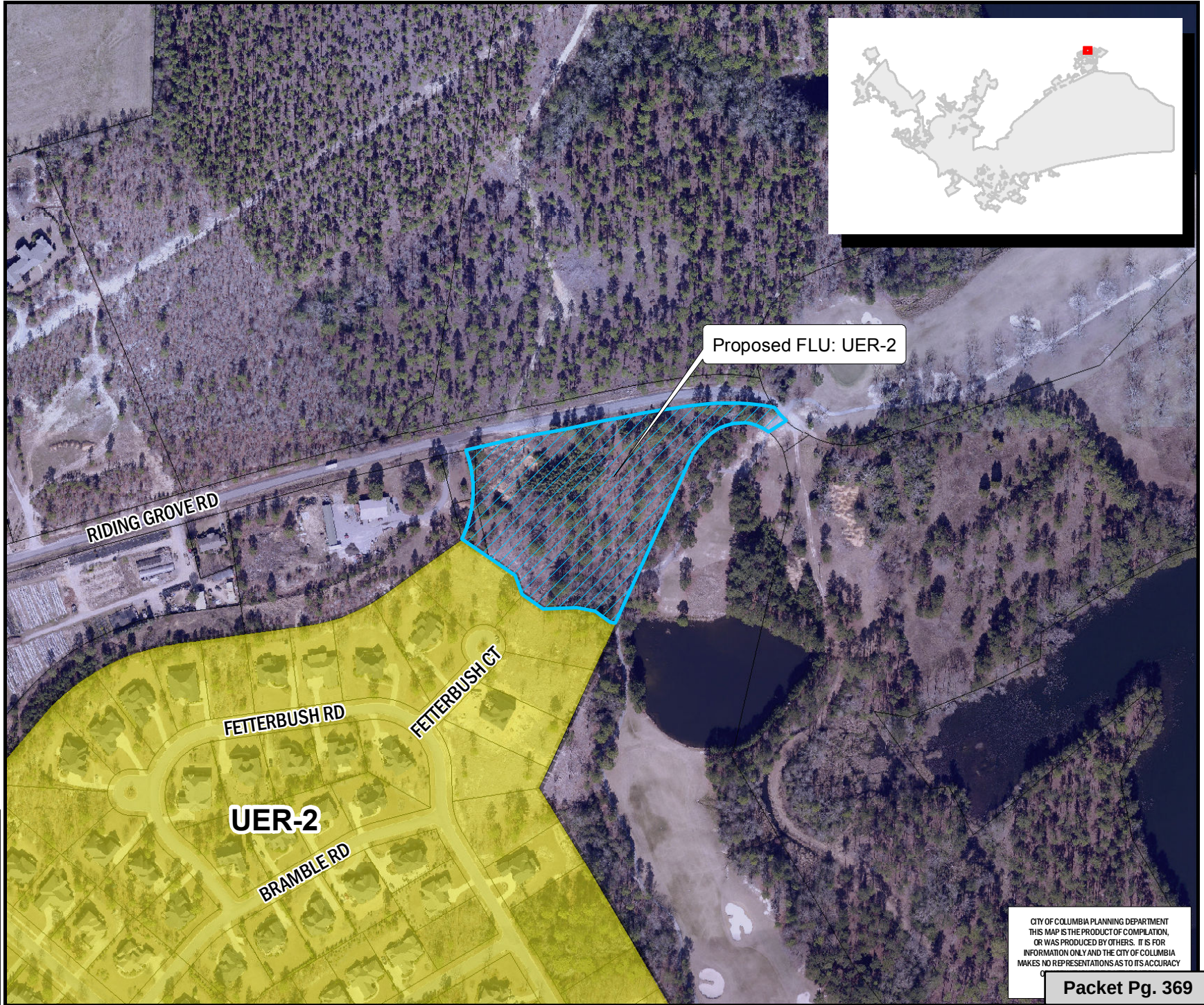
0 80 160 320 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 369

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(p), 28900-01-10 (p), 28900-01-09 (p); Existing Richland Zoning: PDD; Proposed Zoning: PUD-R

44.a

Legend

 CITY LIMITS

 PARCELS

 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 65 130 260 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2017

DISCLAIMER:
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ORDINANCE NO.: 2017-068

*Annexing 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road,
Richland County TMS# 28900-01-11(p), 28900-01-10(p) and 28900-01-09(p)*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 4.24 acres, and shall be assigned an interim land use classification of Urban Edge Residential-Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28900-01-11(p), 28900-01-10(p) and 28900-01-09(p)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Shannel J. Lisowski
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-068

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as 4.24 acres on a plat prepared for Woodcreek Development LLC, by Belter and Associates, Inc. dated May 12, 2017. Said parcel having such boundaries and measurements as are shown on said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2017

RE: **Property Address:** 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road
Richland County TMS#: 028900-01-11(portion), 028900-01-10(portion), 028900-01-09(portion)
Owner(s): Woodcreek Development, LLC
Current Use: Vacant land
Proposed Use: Residential subdivision
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential – Large Lot (UER-2)
Current County Zoning: PDD (Planned Development District)
Proposed City Zoning: PUD-R (Planned Unit Development - Residential)
Reason for Annexation: Municipal Services/Secondary
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 10, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

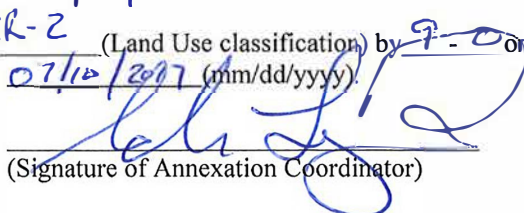
/atl

Attachments

cc:	S. Allison Baker, Sr. Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, City Engineer Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Roger Myers, Business License Administrator Angela Adams, Water Customer Service Jerry Thompson, Building Official Susan Leitner, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Jan Alonso, Finance Director	Missy Gentry, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Utilities and Engineering Robert Anderson, Public Works Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator Alfreda Tindall, Richland Co. 911 Addressing Coordinator
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Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 9-0 on 07/10/2017 (mm/dd/yyyy).

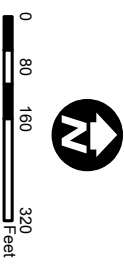
Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 9-0 on 07/10/2017 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Legend
CITY LIMITS
PARCELS

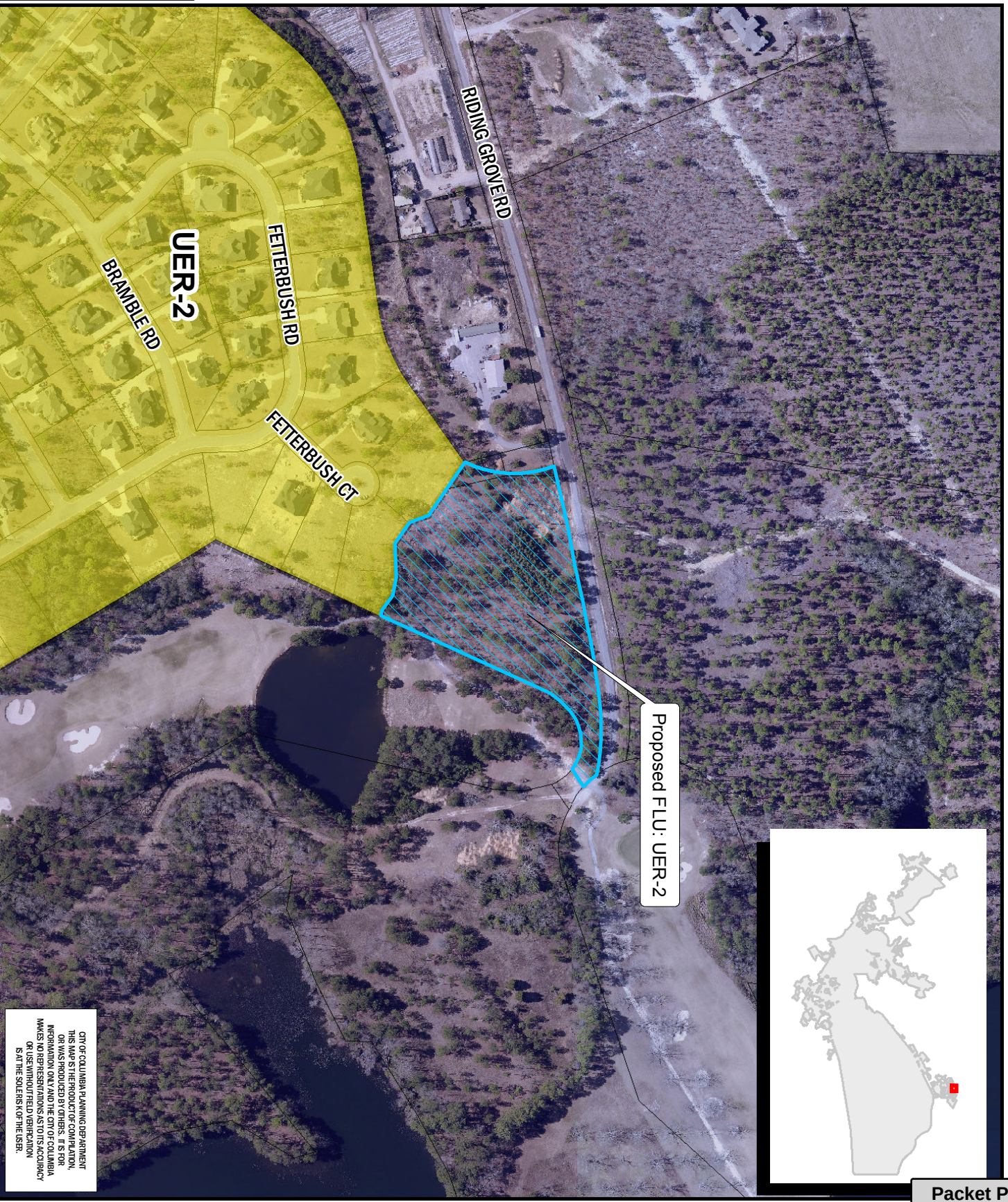
- UCMR-1 - Urban Core Mixed Residential: 1
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- UEMR - Urban Edge Mixed Residential
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- SP-1 - Sports / Amusement District
- SP-2 - Civic / Institutional District
- SP-3 - Central Business District
- SP-4 - Riverbank Zoo and Garden
- SP-5 - Universities / Colleges
- SP-6 - Fort Jackson



ORIGINAL PREPARATION DATE:
This map was prepared by:
Shane Shaughnessy
May 26, 2017



4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(p), 28900-01-10 (p), 28900-01-09 (p);
Existing Richland FLU: Neighborhood (Medium Density); Proposed FLU: UER-2



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Zoning Map

Department of Planning & Development Services

4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(p), 28900-01-10 (p), 28900-01-09 (p); Existing Richland Zoning: PDD; Proposed Zoning: PUD-R

Legend
CITY LIMITS
PARCELS

- | | |
|-------|-------------|
| D-1 | C-1 |
| RS-1 | C-2 |
| RS-1A | C-3 |
| RS-1B | C-3A |
| RS-2 | C-4 |
| RS-3 | C-5 |
| RD | M-1 |
| RD-2 | M-2 |
| RG-1 | PUD-C |
| RG-1A | PUD-L |
| RG-2 | PUD-L-E |
| RG-3 | PUD-L-R |
| UTD | PUD-R |
| MX-1 | OUT OF CITY |
| MX-2 | |

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

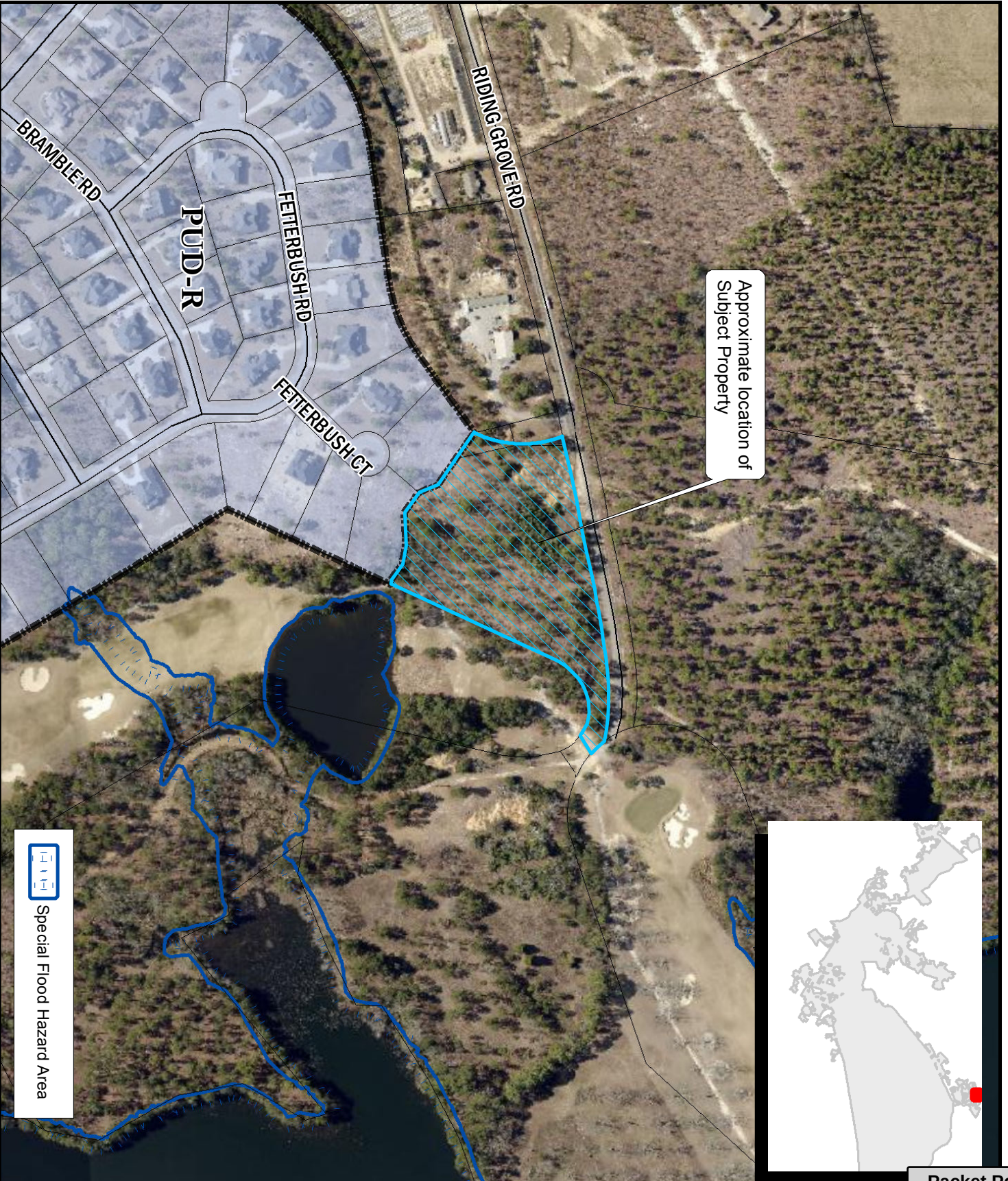
Shane Shaughnessy
June 5, 2017

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We Are Columbia



Approximate location of
Subject Property



Special Flood Hazard Area

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, or tract of land, together with improvements thereon, if any, situate, lying and being near the City of Columbia being in the County of Richland, State of South Carolina, and being shown and designated as 4.24 acres on a plat prepared for Woodcreek Development LLC, by Belter and Associates, Inc., dated May 12, 2017. Said parcel having such boundaries and measurements as are shown on said plat.

Richland County TMS: 028900-01-11(portion), 028900-01-10(portion), 028900-01-09(portion)

Property Address: 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road

Woodcreek Development, LLC

BY: _____

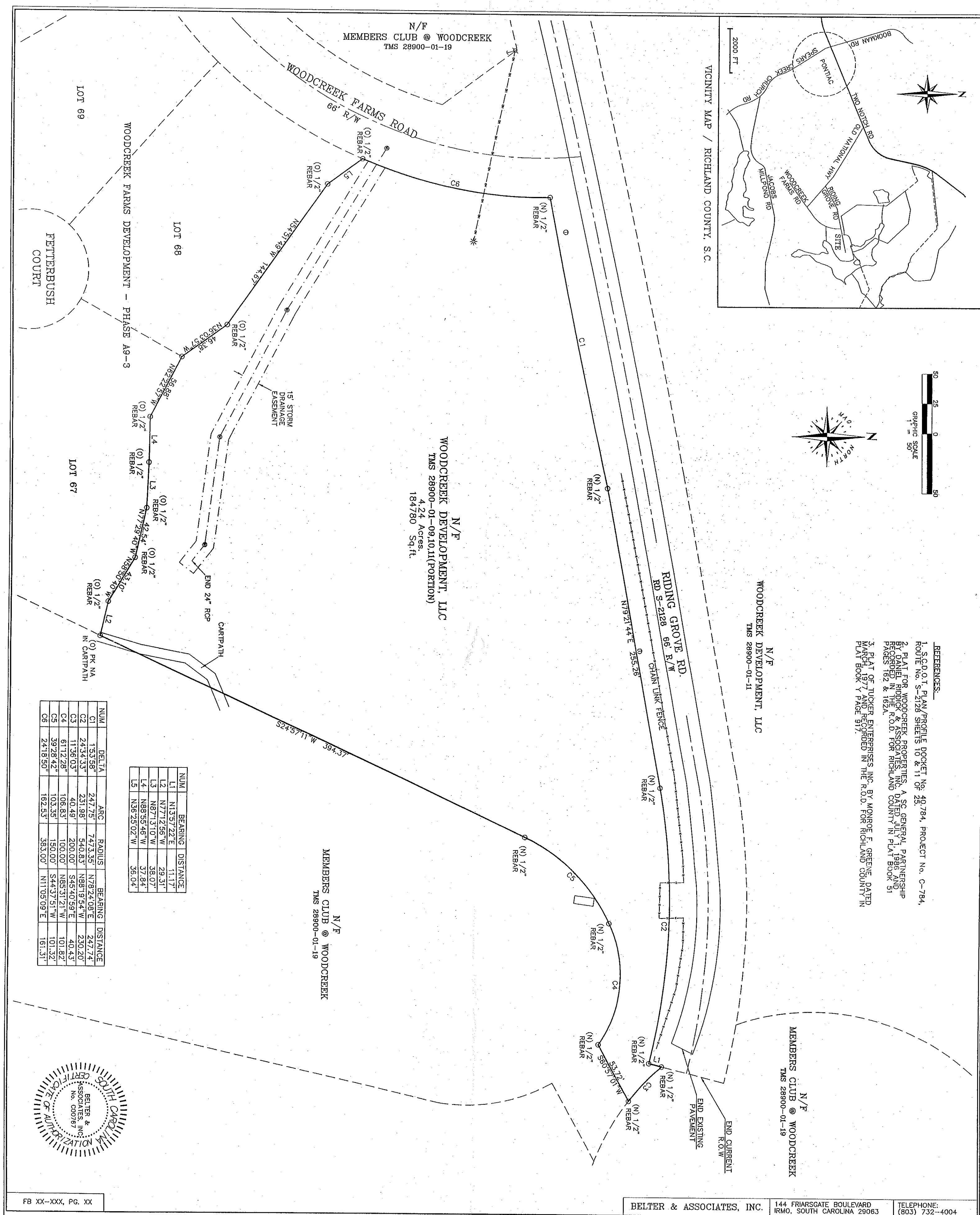
Date: _____

Harold Pickrel III
 (Print or Type Name)

Its: _____

Manager
 (Print or Type Title)







We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Homeless Services - Ms. Melisa Caughman, Budget and Program Management Director

PRESENTER: Mr. Randy Davis, Director of Parks and Recreation

FINANCIAL IMPACT:

ORIGINAL BUDGET: N/A

CLEAN WATER 2020?: No



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-050 - Authorizing the City Manager to execute a Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2017-2018

FINANCIAL IMPACT: Funding Source: Homeless Services; 1018410

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2017-050 USC Housing First (PDF)

RESOLUTION NO.: R-2017-050

Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2017-2018

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2017, that the City Manager is authorized to execute the attached Professional Services Agreement between the City of Columbia and the University of South Carolina, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred and Twenty-Eight Thousand Eight Hundred Thirty-nine and No/100 (\$228,839.00) Dollars for the fiscal year 2017-2018 in support of the University's partnership with the Columbia Housing Authority to operate the Housing First Program. (Funding source: 1018410/638303).

Requested by:

City Manager _____

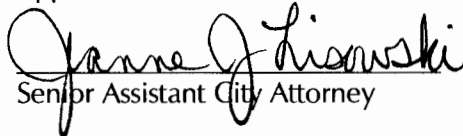
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

WHEREAS, the University of South Carolina Supportive Housing Services (hereinafter "USC") provides resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City limits of Columbia; and

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred and Twenty-Eight Thousand Eight Hundred Thirty-nine and No/100 (\$228,839.00) Dollars to USC for use by its Housing First program, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and USC agree as follows:

The City agrees to provide financial assistance to USC up to the amount of Two Hundred and Twenty-Eight Thousand Eight Hundred Thirty-nine and No/100 (\$228,839.00) Dollars for the City's fiscal year 2017-2018 in conjunction with the operation of its Housing First program, subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for USC to receive such funding:

1. The term of this Agreement will commence on July 1, 2017, and will end on June 30, 2018.
2. Two Hundred and Twenty-Eight Thousand Eight Hundred Thirty-nine and No/100 (\$228,839.00) of City funds shall be used by USC exclusively for support of its partnership with the Columbia Housing Authority to operate the Housing First Program.
3. USC will provide supportive services assistance to eligible Housing First clients to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.
4. USC will provide to the City USC's Housing First FY 17-FY18 budget with designated fund sources prior to City funding being released to USC.
5. USC will provide the City with such information as the City may request to demonstrate to the City's satisfaction that USC has adequate funding to fully operate the Housing First program during its fiscal year independent of the funding provided by the City prior to funding being released.
6. USC will provide to the City's Community Development Department, no less than once a year, the data and information indicated below that Community Development requires to complete any government reporting. Drawdown for payment of eligible expenses shall be made against the line item budget specified in Attachment 1, herein, in accordance with the performance and the approval of requests for payment.

- a. data as requested by the City on Housing First clients that is submitted to HMIS registration.
- b. reports regard to how the Housing First Program is addressing the Six (6) Homeless Response Goals as adopted by City Council:

- Coordinate the response to poverty with other agencies
- Bring humanity to the response to poverty
- Leverage the power of the community in responding to poverty
- Institutionalize accountability for providers
- Meet the unique needs of the individual in need
- Address downtown impacts

7. If all terms, conditions and contingencies having been met, the City will fund USC in monthly installments as reimbursement for the expenses as previously stated. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for providing clients with safe and affordable housing and supportive services to promote greater self-sufficiency and improve the quality of their lives.

USC acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. USC also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If USC fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to USC of such termination.

If this Agreement is terminated without cause, neither party shall have nor owe any further obligations to the other after the effective date of termination.

In the event of termination by the City, the City will be responsible for reasonable non-cancelable debts incurred by USC in fulfillment of this Agreement prior to termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) 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.

In performing its obligations hereunder, the USC will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

As to the City:	Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	As to USC:	University of South Carolina c/o Daniel Christmus 1600 Hampton Street, Suite 414 Columbia, SC 29208
With a copy to:	City Manager City of Columbia P.O. Box 147 Columbia, SC 29217		Kristen S. Connors, LMSW Director Department of Internal Medicine Supportive Housing Services 1325 Laurel Street Columbia, SC 29201

The City and USC, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. USC agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or her designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either USC 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 provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by USC or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: Teresa B. Wilson
Its: City Manager
Date: _____

Witnesses as to USC:

The University of South Carolina

By: _____
Print Name: _____
Its: Sponsored Program Administrator
Date: _____

APPROVED AS TO FORM
[Signature] 8/2/17
Legal Department City of Columbia, SC

ATTACHMENT 1**USC Housing First Budget
FY 7/1/2017-6/30/2018****SUPPORTIVE SERVICES****\$183,688**

Outreach Worker \$21,895 (0.55 FTE)
Housing Case Manager \$37,072 (1.0 FTE)
Licensed Professional Counselor \$29,336 (.66 FTE)
Licensed Professional Counselor \$5,692 (0.12 FTE)
Medical Adherence Support \$12,306 (0.39 FTE)
Program Assistant \$2,566 (0.05 FTE)
Director \$7,971 (.13 FTE)
Fringe \$40,709

Support group food/supplies \$1,200
Rent/Utilities \$18,000
24 Hour on Call Mobile Phone \$780
Office Supplies/Postage \$1,411
Bus Tickets \$750
Travel/Training \$2,000
Housewares for move-ins \$2,000

HOUSING**\$35,967**

Housing Coordinator \$26,261 (0.75 FTE)
Fringe \$7,353
CHA Administrative Costs \$2,353

USC ADMINISTRATIVE COSTS (5% of adjusted direct costs)
\$9,184

TOTAL YEAR BUDGET**\$228,839**



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-070 - Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands

FINANCIAL IMPACT: Funding Source: Homeless Services; 1018410

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2017-070 United Way Regional Coordination of Homeless Services (PDF)

RESOLUTION NO.: R-2017-070

*Authorizing the City Manager to execute a Professional Services Extension Agreement between
the City of Columbia and the United Way of the Midlands for the Regional
Coordination of Homeless Services in the Midlands*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Professional Services Extension Agreement with the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands, or on a form to be approved by the City Attorney, from July 1, 2017 through June 30, 2018, the total compensation for such services shall not exceed One Hundred Twenty-Three Thousand Four Hundred and No/100 (\$123,400.00) Dollars.

(Funding Source: 1018410 638306)

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA) UNITED WAY OF THE MIDLANDS CONTRACT FOR
) PROFESSIONAL SERVICES EXTENSION AGREEMENT
COUNTY OF RICHLAND) (Resolution No.: R-2017-070)

WHEREAS, the City of Columbia ("City") entered into a Contract for Professional Services ("Contract") with The United Way of the Midlands ("Consultant") on December 23, 2014 for the Regional Coordination of Homeless Services, which initial contract term expired on June 30, 2015; and,

WHEREAS, the Contract provided for four (4) additional one (1) year extensions of the Contract term;

WHEREAS, Contractor and City extended the contract term by contract extension agreements in 2015 and 2016; and,

WHEREAS, the most recent Extension Agreement expired on June 30, 2017; and,

WHEREAS, Contractor and City desire to extend the Contract for an additional one (1) year term commencing July 1, 2017 and ending on June 30, 2018;

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and Consultant agree as follows:

1. The term of the Contract shall be extended for an additional one (1) year period from July 1, 2017 to June 30, 2018.
2. The total compensation for this one (1) year extension shall not exceed One Hundred and Twenty-Three Thousand Four Hundred and No/100 (\$123,400.00) Dollars, as indicated on Appendix "A" attached hereto.
3. Contractor's Scope of Services for this one (1) year extension shall be as reflected in Appendix A.

Except as modified herein and extended hereby, all other terms and conditions of the Contract for Consulting Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement for Contract for Professional Services this _____ day of _____, 2017.

WITNESSES:

UNITED WAY OF THE MIDLANDS

BY: _____
Print Name: _____
Its: Executive Director

CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

APPENDIX A

For the fiscal year 2017-18, among UWM's key priorities under the City contract will be to develop plans for new housing and services for unaccompanied youth and long-term homeless populations and continue coordination of meal sharing programs. UWM will also continue to connect homeless providers and the Columbia Police Department to improve system efficiencies.

FY 2016 Homeless Services Budget	City Funds Requested	Federal grants	MACH (cash & in-kind)	UWM (cash & In-kind)	Totals
HMIS costs	\$ -	\$ 13,000.00	\$ 10,000.00		\$ 23,000.00
Staff for systems work	\$ 104,700.00	\$ 202,452.00		\$ 10,000.00	\$ 317,152.00
Travel, printing, and meeting supplies	\$ 5,000.00	\$ 8,000.00	\$ -	\$ 2,000.00	\$ 15,000.00
Program reporting	\$ 13,760.00	\$ 19,221.00	\$ -	\$ 25,000.00	\$ 57,981.00
Training	\$ 5,000.00		\$ -	\$ 5,000.00	\$ 10,000.00
Housing and services provided to clients	\$ -	\$ 2,923,224.00	\$ 6,000,000.00	\$ 1,320,000.00	\$ 10,243,224.00
	\$ 128,460.00	\$ 3,165,897.00	\$ 6,010,000.00	\$ 1,362,000.00	\$10,666,357.00

Proposed tasks under City Scope of Services (Does not include work performed under federal or private resources)	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
	7/1/16-9/30/16	9/30/16-12/31/16	1/1/17-3/31/17	4/1/17-6/30/17
Develop innovative housing and services for people who are experiencing long-term homeless				
Cultivate and engage landlord relationship networks				
Identify funding for affordable and specialized housing				
Work with Solicitor's office and local hospitals to develop housing and outreach plan for high service use clients				

Develop programs for unaccompanied youth				
Improve communication mechanisms on resources available				

APPENDIX A

United Way
of the Midlands

Continue youth roundtable of local stakeholders and implement action plan				
Resource development for specialized housing and services				

Coordinate with justice systems				
Coordinate requests for street engagement				
Coordinate street outreach and implement housing placement based on vulnerability				
Implement program to connect Columbia Police to providers such as youth services, meal share, and street outreach.				

Coordinate meal sharing programs				
Continue meal sharing advisory group				
Continue to add providers to meal share convenient agreement				
Update service map and meal sharing locations				
Continue mechanism for meal sharing providers to share information to enhance coordination				

Employment and training promotion				
Disseminate information and referral purposes				
Analyze gaps in programs and systems				
Identify resources to address gaps				

Disseminate information				
Work with City staff to prioritize information for distribution				

	Qtr. 1 7/1/16- 9/30/16	Qtr. 2 9/30/16- 12/31/16	Qtr. 3 1/1/17- 3/31/17	Qtr. 4 4/1/17- 6/30/17
Coordinate 2017 Annual Homeless Count				
Secure county level coordinators and volunteers				
Produce 2017 Count Report				

Reporting and grants management				
Secure contract with City				
First quarter report				
Second quarter report				
Third quarter report				
Establish continuing goals and resource availability for extension				
Fourth quarter report				
Final report per "Deliverables" in RFP instructions				



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-071 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2017-2018

FINANCIAL IMPACT: Funding Source: Homeless Services; 1018410

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2017-071 Midlands Housing Alliance (2025 Main) (PDF)

RESOLUTION NO.: R-2017-071

*Authorizing the City Manager to execute an Agreement between the
City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street
for Fiscal Year 2017-2018*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2017, that the City Manager is authorized to execute the attached Agreement between the City of Columbia and The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Twenty-five Thousand and No/100 (\$325,000.00) Dollars, Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars of which to be used exclusively for security services, equipment, criminal background and outstanding warrant checks on all clients and Seventy-five Thousand and No/100 (\$75,000.00) Dollars to be used as general operating funds to cover expenses as determined by MHA for the operation of its facility at 2025 Main Street for the fiscal year 2016-2017. (*Funding source: 1018410*)

Requested by:

City Manager _____

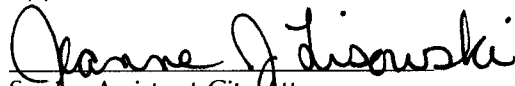
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

h) MHA will not accept registered sex offenders at its facility for beds and will make registration records from the facility available on an on-going basis to community safety officers looking for certain individuals; and,

i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:

a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.

b. Reports in regard to how Transitions is addressing the Six (6) Homeless Response Goals as adopted by City Council:

- ☐ Coordinate the response to poverty with other agencies
- ☐ Bring humanity to the response to poverty
- ☐ Leverage the power of the community in responding to poverty
- ☐ Institutionalize accountability for providers
- ☐ Meet the unique needs of the individual in need
- ☐ Address downtown impacts

j) If all terms, conditions and contingencies have been met, the City will fund MHA in four (4) quarterly installments as reimbursement for the expenses of security criminal background and outstanding warrant checks and general operating costs incurred by MHA in the prior quarter and are subject to the appropriation of such funds by Columbia City Council. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, and may make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written

notification, the City shall exercise the right of first refusal to purchase the property by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) 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.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:
Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:
Chief Executive Officer
The Midlands Housing Alliance, Inc.

Columbia, SC _____

With a copy to:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State

of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA 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 provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

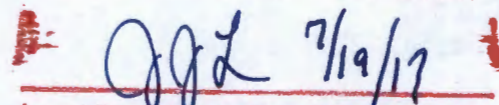
By: _____

Craig J. Currey

Its: Chief Executive Officer

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-073 - Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center

FINANCIAL IMPACT: Funding Source: Homeless Services; 1018410

ATTACHMENTS:

- **#a:** R-2017-073 United Way Inclement Weather Center (PDF)

RESOLUTION NO.: R-2017-073

*Authorizing the City Manager to execute an Inclement Weather Center Service Agreement
between the City of Columbia and the United Way of the Midlands for
operation of the Inclement Weather Center*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Inclement Weather Center Service Agreement with the United Way of the Midlands, or on a form to be approved by the City Attorney, for the operation of the Inclement Weather Center from July 1, 2017 through June 30, 2018, the total compensation for such services shall not exceed Three Hundred Twenty-two Thousand Seven Hundred Sixty-one and 71/100 (\$322,761.71) Dollars.

(Funding Source: 1018410 638302)

Requested by:

City Manager _____

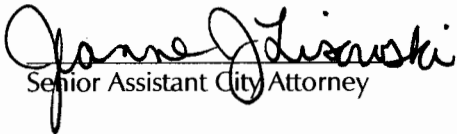
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND)
)

INCLEMENT WEATHER CENTER SERVICE AGREEMENT
(Resolution No.: R-2017-073)

THIS INCLEMENT WEATHER CENTER SERVICE AGREEMENT (this "Agreement") is entered into effective as of the ____ day of _____, 2017 (the "Effective Date"), by and between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (the "City") and United Way of the Midlands, a South Carolina nonprofit corporation ("UWM").

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Engagement of UWM; Consent to Subcontracting.

(a) The City hereby engages UWM to assist the City with the operation of the 2017-2018 Inclement Weather Center (the "Center"). UWM agrees to provide in a commercially reasonable manner (either directly or through subcontractors) the services set forth in Appendix A. UWM acknowledges that UWM and its subcontractors will make reasonable efforts to stay within the Center Budget. The City agrees to pay UWM for the costs attributable the operation of the Center up to Three Hundred Twenty Two Thousand Seven Hundred Sixty-One and 71/100 Dollars (\$322,761.71) (the "Contract Fee"). In the event that UWM's costs to operate the Center exceed the Contract Fee due to unforeseeable and/or unanticipated events, such as but not limited to unexpected periods of extreme weather, City staff will work in good faith with UWM, in accordance with section 4(a) to request from Council those additional costs above the Contract Fee. UWM's duties with respect to the Center shall be strictly limited to those duties expressly set out in this Agreement.

(b) The City has requested UWM to assist the City by operating the Center according to the terms of this Agreement. The City recognizes and acknowledges that UWM is a nonprofit organization. UWM recognizes that the City is a municipal corporation and is required by law to comply with constitutional guidelines concerning the separation of church and state matters, including the First Amendment's prohibition against establishing religion. Accordingly, in operating the Center, UWM and its subcontractors will comply with all applicable laws regarding the separation of church and state and the establishment of religion.

(c) The City acknowledges that UWM may not have the staffing or infrastructure necessary for providing all of the services set forth in Appendix A. The City accordingly consents to UWM's subcontracting of any of those services to other providers approved by the City.

2. Term. The term of this Agreement will commence on the Effective Date, and will end on June 30, 2018 (the "Term").

3. Understandings of UWM and the City. In entering into this Agreement, agreeing to the funding limit established by City council for the performance of such duties, and agreeing to the scope of services set out in Appendix A, UWM has made and relied upon the following understandings:

(a) The number of persons staying at the Center will not exceed two hundred forty (240) per night (and in no event will exceed the capacity established by the fire marshal (or otherwise by law) for the physical structure of the Center.

(b) The Center will be operated from November 1, 2017 through March 31, 2018 from 5:45 p.m. until 7:15 a.m. only on those days when the Center Leader determines that weather conditions indicate the Center should be opened to guests for the night, as required by the standards set forth in **Appendix A**. Any extension of the Center's operations beyond March 31, 2018 must be mutually agreed to in writing by the City Manager, as authorized by City Council, and the CEO of UWM. Any costs attributable to the operation of the Center after March 31, 2018 are not included in the Contract Fee.

4. Payment to UWM.

(a) On the Effective Date, the City shall provide advanced funding for the operations of the Center during the months of November, based upon the Center Budget. Thereafter, the City shall fund the operations of the Center on a monthly basis by a payment made thirty (30) days in advance of the beginning of the operational month, based upon the Center Budget. UWM shall submit a monthly reconciliation of costs to the City no later than twenty (20) days after the end of each month of the Term, and subsequent advances from the City shall be adjusted accordingly. In the event that UWM projects that the Contract Fee will be insufficient to cover the costs of operating the Center through March 31, 2018, UWM will immediately notify the City of such projected shortfall. After the Center has operated for sixty-five (65) days, UWM and the City shall assess the budget and operations of the center to evaluate funding levels for the remainder of the Center operations period.

(b) The services and facilities to be provided by the City will be provided at the sole expense of the City and shall be in addition to any amounts paid to UWM by the City pursuant this Agreement.

5. Confidentiality. All of the reports, information, data, records or documents of any kind containing medical or health care-related information about Center residents, prepared or assembled by UWM (or any subcontractor) under this Agreement shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA). UWM and any subcontractors will maintain such records for a period of not less than three (3) years after receipt of final payment under this Agreement. In the event that UWM or its subcontractors providing services to the Center receive media and/or public inquiries regarding the Center or operations under this Agreement, UWM shall immediately notify the City and shall coordinate any response to such inquiries with the City.

6. Amendments. The parties may amend this Agreement at any time provided that such amendment is executed in writing, signed by a duly authorized and empowered representative of both organizations and approved (i) in the case of the City, by the City Manager, as authorized by City Council or (ii) in the case of UWM, by UWM's CEO or the executive committee of UWM's board of directors.

7. Assignment. Although UWM may subcontract certain services to other contractors, UWM may not assign the entire Agreement without the prior written consent of the City.

8. Termination of Agreement.

- (a) Termination by the City. The City may terminate this Agreement in the event of (i) the failure by the City Council to appropriate funds in its budget to pay UWM for operation of the Center; or (ii) the failure by UWM to perform any of its obligations required by this Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by the City.
- (b) Termination by UWM. UWM may terminate this Agreement in the event of (i) the failure by the City to timely pay any portion of the Contract Fee, Excess Costs, or Additional Opening Costs; or (ii) the failure by the City to perform any other obligations required by this Agreement, which failure is not corrected within fifteen (15) days after having been notified of such deficiency by UWM.
- (c) Termination by Either Party. Either party has the right to terminate this Agreement, with or without cause, at any time, upon fifteen (15) calendar days' prior written notice to the other party.

In the event this Agreement is terminated for any reason prior to the end of the Term, UWM shall be entitled to actual costs incurred in the operation of the Center through the date of termination, plus the costs of any prepaid expenses related to operation of the Center.

9. Interest of UWM. UWM covenants that UWM presently has no interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

10. Equal Employment Opportunity and Nondiscrimination in Services. In carrying out its obligations under this Agreement, UWM will not discriminate against any guest or prospective guest of the Center because of race, creed, color, religion, ancestry, sex, national origin, sexual orientation, disability or other handicap, age, or marital status. UWM will post in conspicuous places, available to employees and applicants for employment, any notices required to be provided by the federal or state government setting forth the provisions related to nondiscrimination. UWM will state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. UWM will incorporate these requirements into all subcontracts for work in fulfillment of this Agreement.

11. Severability. In the event any provision 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.

12. Compliance with Laws. In performing its obligations hereunder, UWM and its subcontractors will comply with all applicable federal, state and local laws and ordinances.

13. Personnel. UWM has secured, or will secure, directly or indirectly, all trained and qualified personnel needed for performance of the services required of UWM under this Agreement.

14. Representations by City. The City makes the following affirmative representations as the basis for the undertakings on UWM's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the City.

15. Representations by UWM. UWM makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) UWM is a nonprofit corporation duly formed under the laws of the State of South Carolina and exempt from tax as an entity described in Section 501(c)(3) of the Internal Revenue Code, with full legal right, power, authority, adequate funding and financial ability to enter into and perform its obligations under this Agreement.

(b) UWM has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by UWM.

16. Third Party Beneficiary. Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

17. Giving of Notice. All notices and other communications required or permitted under this Agreement shall be deemed given and received if delivered in person, by overnight delivery service, or by first-class United States mail, postage prepaid and certified. Any notice shall be delivered to the parties as follows:

The City:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:
City Attorney
City of Columbia
P.O. Box 667
Columbia, SC 29202

And to:
Community Development
UWM Contract Administrator
City of Columbia
1225 Lady Street, Ste. 102
Columbia, SC 29201

UWM:
United Way of the Midlands
1800 Main Street
Columbia, SC 29201
Attn: CEO

The City and UWM, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

18. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

19. Status of UWM. UWM and its subcontractors will perform its/their duties and obligations hereunder for the City in the capacity of an independent contractor. The performance by UWM or any subcontractor of any function, duty or responsibility as an agent of the City will not in any manner affect the status of UWM or subcontractor as an independent contractor under this Agreement.

20. No Partnership. Nothing contained in this Agreement is intended or will be construed to create a partnership or joint venture between the City, including any successors or assigns of the City, and UWM, including any subcontractors, successors or assigns of UWM.

21. Approvals of City. Any approvals required from the City will be deemed given if provided by the City Manager or her designated representative.

22. Insurance. UWM shall procure and shall maintain during the Term, whether such operation be by itself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect UWM or the subcontractor, as the case may be, from any claims or damages including bodily injury or death, which may arise from them during operations under this Agreement.

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

- Workers Compensation Insurance - UWM shall procure and shall maintain during the Term, Workers Compensation Insurance for all employees to be engaged in work at the Center under this Agreement, and in case any work is sublet, UWM shall require the subcontractor to similarly provide Worker Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by UWM's Worker Compensation Insurance. UWM 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.
- Liability Insurance - UWM shall procure and maintain during the Term insurance against claims for any injuries to persons or damages to property that may arise from or in connection with the performance of the work by UWM, its agents, or representatives, employees or subcontractors. The City shall be named as additional insured on all liability insurance policies carried by UWM. A copy of the policy shall be submitted to the City prior to opening the Center.
 - Commercial General Liability Insurance - Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate for bodily injury, personal injury, and property damage, naming the City as an additional insured.

- Automobile Liability Insurance - \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- Abuse and Molestation Insurance - Coverage either through a separate policy or included with the Commercial General Liability policy, in an amount of coverage not less than \$1,000,000.00.
- Professional Liability Insurance - If UWM will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

23. Force Majeure. Notwithstanding any provision to the contrary, neither party will be deemed to be in default for failing to perform any of its duties hereunder, if such failure is the result of any labor dispute, act of God, natural disaster, act of terrorism, armed conflict, inability to obtain labor or materials, governmental restrictions or any other event that is beyond the party's reasonable control. The party shall not be liable for any injury or damage suffered by the other party as a result of such failure or interruption. Each party shall in good faith continue providing services after a failure or interruption as soon as possible or renegotiate the terms of this Agreement.

24. Entire Agreement. This Agreement is the entire agreement among the parties with respect to the matters contemplated hereby and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature.

26. Final Acceptance of Terms. This agreement is subject to and contingent upon final approval by City Council.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Effective Date.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

Title: City Manager

UNITED WAY OF THE MIDLANDS

BY: _____

Title: _____

APPROVED AS TO FORM

[Signature] 7/20/12

Legal Department City of Columbia, SC

FY 2017-18 Scope of Work

- For 2017-18, during the off-season between July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 Inclement Weather Center ("IWC") staff will monitor City weather alerts. Transitions will provide reasonable accommodations for homeless adults for Severe Weather Conditions causing immediate threat. These protections can include the Transitions front awning, the lobby, and the Day Center based on staff decisions. Use of the IWC may also be needed if there is sufficient warning time or a need for sustained operations over several days. Transitions will open its facility for immediate shelter for a tornado warning in Richland County. Transitions will coordinate with UWM and the City on other extreme weather conditions. Additional costs for severe weather accommodations may be eligible under the IWC contract.
- For 2017-18, the IWC will be budgeted to open for a maximum of 80 days for the timeframe November 1, 2017 through March 31, 2018.
- During season, IWC staff will check the National Weather Service website <http://www.weather.gov/> between 12-1pm daily using the 29201 zip code to determine opening. The IWC will open when this website is forecasting:
 - a. 40 degrees Fahrenheit or below;
 - b. During the following designated holidays regardless of temperature: Thanksgiving, Christmas Eve, and Christmas Day.
 - c. 41-45 degrees Fahrenheit with 70% chance of rain after 5pm;
 - d. Severe Weather Conditions to include prolonged rain over several days, severe thunderstorms involving tornado watch/warnings, hail, extreme wind, and inches of rain; Opening the IWC will be considered at the discretion of IWC staff or at the request of UWM or City staff based on the severity of weather conditions.
- Notification of opening: Opening will be communicated daily to key service providers: MACH agencies, lunch programs, outreach workers, United Way 211 Call Center, City website, local media markets, and potential guests.
- Transportation: The pick-up site is the Clean of Heart laundry facility in the parking lot behind the building at 1800 Main Street (on Laurel Street across from the Transit Center). Transportation to the Center will operate from 5:45 p.m. to 7:00 p.m. An IWC staff person will ride on the transport bus starting on the second route. The Center will not accept walk-up guests. All guests must be transported from the pick-up site.
- Staffing: IWC staff (four during the early shift and two overnight), additional volunteers, and two security guards until midnight and one continuing through until morning will provide daily management. G4S will provide security at the pick-up site from 4:45 to 5:45 on nights the center is open to expedite transport.
- Laundry and supplies: UWM will contract with Transitions to provide laundry services for guest's bedding and towels.
- Outreach: Outreach staff will identify and engage clients on nights when the Center is closed during the season and continue to engage clients in between the shelter seasons continuing relationships with people who are unsheltered.

APPENDIX A

United Way
of the Midlands

- Food: A hot dinner meal and a light breakfast will be provided on site.
- Clean-up: Since the pick-up location is a high traffic site trash pick-up will be provided twice a week for the parking lots at 1800 Main Street and the USC Incubator.
- Internet: Costs are included in the MHA portion of the contract.
- Data: The Homeless Management Information System (HMIS) will be used for client data management (IWC shelter stays and outreach engagements). HMIS use improves information about people in the region who are unsheltered and will help shape strategies for engaging them into services. The ICW will use a swipe card system as an efficient method for managing client participation data.
- Reporting: UWM will complete a progress and annual report on the number of guests served and Center activities and provide within five (5) business days of the end of the reporting period. Expenses will be reported monthly.

2017-18 Proposed Budget		
	Requested funding for maximum 80 days of operations	Notes
Midlands Housing Alliance	\$210,662.73	To provide staff and services at IWC and street outreach 12 months/year. See detailed budget attached.
Salvation Army	\$36,934.98	To provide a hot dinner meal and light breakfast at IWC. See detailed budget attached.
Transportation	\$40,000.00	Transportation to and from the IWC including transportation for people with disabilities.
Security	\$35,164.00	For security at the IWC. See attached for rates.
Total	\$322,761.71	The proposed scope and budget address 80 days of operation. The budget has no contingency for additional days.

*REVISED 2/24/17

ATTACHMENTS

- A.** MHA budget for IWC operations
- B.** Salvation Army budget for IWC on-site meals
- C.** Security for IWC

APPENDIX A

ATTCHMENT A

Midlands Housing Alliance Budget

Salaries – Inclement Weather Center Staff	\$	121,820.00
Fringe	\$	19,256.95
Midlands Housing Alliance Overhead	\$	57,345.78
Supplies/Maintenance	\$	3,010.00
Laundry Service	\$	8,000.00
Internet Service	\$	1,230.00
TOTAL	\$	210,662.73

APPENDIX A



49.a

United Way
of the Midlands

ATTACHMENT B

Salvation Army Food Services Budget

Staff	\$6,320.62
Paper Products	\$1,752.29
Food	\$24,062.07
Transportation	\$4,800.00
TOTAL	\$36,934.98

ATTACHMENT C

IWC Security – G4S 2017 Pricing

1, unarmed guard in place when the shelter opens at 5:45 p.m. through 7:13 a.m. = 13.50 hours/night

1, unarmed guard in place when shelter opens at 5:45 p.m. through 11:45 p.m. = 6 hours/night

19.50 hours @\$20.87 for 77 nights = \$31,336

19.50 hours @ \$29.22 for 3 potential holidays =\$1,709

Total for 80 days between November 6th and March 31st = **\$33,045**

Additional security between 4:45 p.m. and 5:45 p.m. at pick up site on Laurel Street:

1.25 hours @\$20.87 for 77 nights =\$2,009

1.25 hours @ \$29.22 for 3 potential holidays = \$110

Total for additional security at Pick up site=**\$2,119**

Total security contract: \$35,164



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-052 - Adopting a City Street and City Facilities Naming Policy

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-052 Adopting a City Street and City Facilities Naming Policy lr 91517 (PDF)

HISTORY:

08/15/17

Columbia City Council

DEFERRED

RESOLUTION R-2017-052*Adopting a City of Columbia Honorary Street Naming Policy and
Facility and Site Naming Policy*

BE IT RESOLVED this ____ day of _____, 2017, that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the City Street and City Facilities Naming Policy attached hereto. This policy replaces and supersedes all previous City Street, Facility and Site Naming policies of the City or its departments.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

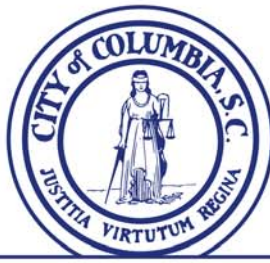
Janne J. Lisowski
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

CITY OF COLUMBIA HONORARY STREET NAMING POLICY

Purpose

To provide for a process for the honorary naming of streets so that City Council may honor individuals and organizations who have made significant contributions to the Community.

Criteria for Designation -

- Honorary street name designations shall be limited to individuals and organizations that have had a significant cultural, historical, or humanitarian impact on the City.
- The requested location for the honorary street designation must have a geographical relationship to the honoree i.e. honoree lived, ~~or worked, or had a cultural, historical, or humanitarian impact~~ at the location requested for recognition.
- Honorary designations shall be limited to two signs for each designation.
- As required by Columbia-Richland 911, signs shall be fabricated in a manner that clearly designates them as honorary through color and/or shape. Unless otherwise directed by City Council, ~~the~~ the standard color scheme shall be white on brown.
- There shall be only one honorary designation per location.
- ~~Honorary designations shall be limited to one per Council member per year.~~

Process for Designation

Honorary street name designations shall be sponsored and approved by City Council through the following process:

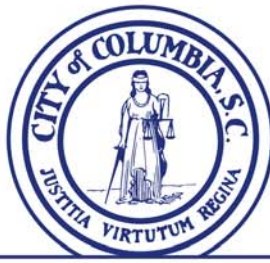
- An application is completed either by an applicant or the requesting Council Member
- The sponsoring City Council member shall discuss the intent of the Honorary Designation with other Council members as well as any neighborhood or merchant group associated with the geographic area in which the street is located in advance of requesting the drafting of a Resolution.
- Upon request by the sponsoring City Council member, the City Attorney will prepare a Resolution for Council consideration and action and Public Works will manufacture and schedule installation of the signs. Actual installation will not occur until after the resolution is approved by City Council.
- A copy of the Resolution shall be transmitted to Columbia-Richland 911 as well as the appropriate addressing staff at City of Columbia and Richland County to ensure all parties are aware of the honorary designation. However, the honorary designation does not have an impact on addressing, as the official road name does not change.
- ~~Unless otherwise extended by a Resolution of Council, the designation shall expire ten years after the date of enactment.~~

Permanent renaming of streets is governed by S.C. Code §6-29-1200 and requires a public hearing by the Planning Commission.

CITY OF COLUMBIA FACILITY AND SITE NAMING POLICY

Purpose

Last revised 09/11/17



We Are Columbia

To provide for a process for the naming of city-owned facilities and sites so that City Council may honor individuals and organizations who have made significant contributions to the Community. This policy applies to naming and renaming facilities and sites.

Criteria for Designation -

- The naming, other than the use of geographic names, of city-owned facilities and sites shall be limited to individuals and organizations that have had a significant cultural, historical, or humanitarian impact on the City.
- Naming of facilities and sites for individuals shall be only for persons who are deceased.
- Renaming city-owned facilities and sites is not encouraged and should only be entertained after investigating and considering the potential impact of abandoning the current name. Names that have become widely accepted in the community should not be abandoned unless there are compelling reasons and strong public sentiment for doing so.

Process for Naming -

Naming city-owned facilities and sites shall be sponsored and approved by City Council through the following process:

- The sponsoring City Council member will refer the naming of a city-owned facility or site to the Administrative Policy Committee. If the facility or site is located within a neighborhood or merchant association, the leadership of this organization shall be notified of the proposal and the Committee meeting date and time at which it will be considered. The Committee will report the outcome of the meeting to City Council at its next regular meeting. After review and consideration, City Council shall vote on whether to proceed with the naming.
- Upon a favorable vote by City Council to rename the facility or site, the City Attorney will prepare a resolution for consideration and action on the naming of the facility or site.

In the event of any conflict between the provisions of this policy and state law, state law shall prevail and be controlling.



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-087 - Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03

FINANCIAL IMPACT: Funding Source: 5310000-150100. The original budgeted amount is \$772,100.00

ORIGINAL BUDGET: \$772,100.00

ATTACHMENTS:

- **#a:** R-2017-087 1231 Blanding Letter of Intent (Rubin) (PDF)

RESOLUTION NO.: R-2017-087

*Authorizing the City Manager to execute a Letter of Intent between the
City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street,
Richland County TMS #09014-03-03*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Letter of Intent or on a form approved by the City Attorney, between the City of Columbia and Jeannie M. Rubin, and any other documents necessary and approved by the City Attorney, to consummate the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03 for Seven Hundred Seventy-two Thousand One Hundred and No/100 (\$772,100.00) Dollars.

(Funding Source: to 5310000-150100)

Requested by:

Assistant City Manager Gentry

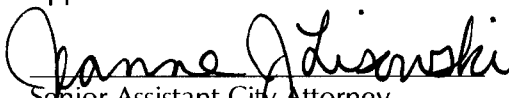
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

August 31, 2017

Hyman Rubin, Jr./Jeannie Rubin
P.O. Box 58
Columbia, SC 29202

RE: 1231 Blanding Street, Columbia, SC

This letter ("Letter") will serve to outline a proposal to purchase by the City of Columbia all of the real estate and improvements referred to below under the following terms and conditions. The terms described in this letter are for discussion purposes only. This Letter is not a purchase and sale agreement or offer to purchase, and the parties acknowledge that they have not set forth the essential terms of an agreed-upon transaction. The parties hereto shall not be bound by the terms of this Letter, and no liabilities or obligations shall arise pursuant hereto, it being intended only a subsequent formal purchase and sale agreement, if duly executed by both parties, will bind parties on any matter described herein. Furthermore, prior to entering into a formal purchase and sale agreement, appropriate corporate approvals must first be obtained by Seller and Buyer, including but not limited to approvals by the parties' legal counsel.

- 1) **SELLER:** Jeannie M. Rubin
- 2) **BUYER:** The City of Columbia, a municipal corporation
- 3) **PROPERTY:** 13,312 square feet located at 1231 Blanding Street, City of Columbia, County of Richland, State of South Carolina, Tax Map No: 09014-03-03.
- 4) **PURCHASE PRICE:** \$772,100.00 to be paid by Buyer at closing.
- 5) **INSPECTION PERIOD:** For sixty (60) days after the Effective Date of this Letter, Buyer, and/or its agents and employees shall have reasonable access to the Property to conduct studies and inspections, including but not limited to a Phase I environmental study, to perform due diligence, and to determine if the Property is suitable to Buyer.
- 6) **CLOSING DATE:** The target Closing Date will be in September 2017.
- 7) **TITLE INSURANCE COMMITMENT:** Buyer shall be responsible for obtaining its own title insurance commitment disclosing the title to the Property to be good, marketable and insurable, subject only to the exceptions which Buyer is willing to accept (the Permitted Exceptions).

**8) CLOSING COSTS,
PRORATIONS AND
COSTS:**

Buyer shall pay for deed preparation, documentary or transfer stamps or fees, title examination, title insurance premium, normal and reasonable closing costs, all past due taxes, and prorata real estate taxes and assessments for the current year. Buyer shall pay the recording of the deed. Each party shall pay its own attorneys' fees.

**9) SELLER'S
DELIVERIES:**

- a) A general warranty deed, conveying the Property free and clear of liens and encumbrances, except the Permitted Exceptions.
- b) Affidavits required by the title company.
- c) Certificate of Non Foreign Status and Residency Affidavit.
- d) Corporate Resolutions, Incumbency Certificate and organizational documents required by the Title Company.

**10) BUYER'S
DELIVERIES:**

a) Seller or her designees, agents, successors in interest, or assigns will continue to have access to thirty-six (36) parking spaces within the surface lot on the Property for a period of five (5) years at no charge. If Buyer proceeds with a project on the site within that time period that prevents use of the lot for parking, access will be provided to the Seller for up to thirty-six (36) spaces in the closest public parking facility to the Property. During this time period, Buyer may lease any spaces not being utilized by the Seller, provided any such lease has a thirty (30) day termination period and both parties work out identification protocol necessary to allow the Seller to continue to tow unauthorized vehicles from the premises. The Buyer will retain all revenues generated from such leases.

b) Upon proceeding with a parking structure on the site, the Buyer will establish a parking easement for the benefit of Seller's properties located at 1704 Main St. and 1700 Main Street for the perpetual and exclusive use of forty-five (45) parking spaces in the City's parking structure. Such spaces will be designated with signage to reflect they are reserved for use of the properties at 1700 and 1704 Main St, which spaces shall be rented by the Buyer to Seller or Seller's tenants or her successors in interest. The spaces will be leased at fifty percent (50%) of market rate for said parking structure for twenty-five (25) years following the initial five (5) years and at sixty-five percent (65%) of market rate thereafter. The Buyer has

the right to lease any and all of the forty-five (45) spaces not being utilized by the Seller or her agents, or successors in interest provided there is a thirty (30) day termination clause contained in said leases to ensure that no less than forty-five (45) spaces can be made available for the use of the tenants at 1704 Main and 1700 Main St. The Seller acknowledges that any spaces leased by tenants of 1704 Main and 1700 Main St., or in the event of sale of either or both properties by the owners, tenants, or designees of subsequent owners in perpetuity, above the forty-five (45) spaces contained in this agreement will be at full market rate. If the City does not proceed with a parking structure on the site by the end of the initial five (5) year period, the Seller has the right to continue using up to thirty-six (36) spaces located on the Property at fifty (50%) percent of market rate for public surface lots until such time as a parking structure is built.

(c) Provided, however, with respect to those spaces utilized by the Seller or her designees, agents, successors in interest, or assigns, which spaces shall be clearly designated by signage located at each space, it is agreed that if said spaces are not occupied by 8:00 p.m. on work days (i.e., Monday through Friday) or by 2:00 p.m. on weekend days (Saturday and Sunday), then those unoccupied spaces shall be available on a "first come-first served" basis to both the Seller or her designees, agents, successors in interest, or assigns and the general public. The Buyer and Seller agree that unauthorized vehicles parked in spaces leased under the terms of this agreement at times not covered in this section can be towed via protocols established between the two parties.

(d) Seller or her agents or successors in interest are permitted to utilize spaces covered under this agreement for themselves and the support of tenants occupying 1700 and 1704 Main Street and shall not sublease or sublet spaces for any other use or purpose.

11) COMMISSIONS: Seller acknowledges that the Buyer is not responsible for any real estate commission as a result of this transaction.

**12) PURCHASE AND SALE
AGREEMENT:**

Both parties agree to work in good faith to negotiate and execute a Purchase and Sale Agreement within fourteen (14) days from the acceptance date of this Letter. Buyer will have the Purchase and Sale Agreement drafted and delivered to Seller for review.

The above terms are offered in good faith and shall serve as the basis for the Purchase and Sale Agreement. However, this Letter shall not

be binding on either party until and unless a Purchase and Sale Agreement is signed by both parties.

The Effective Date of the Agreement shall be the date on which Seller shall have delivered to Buyer the Agreement fully executed by Seller, Buyer and Escrow Agent.

- 13) TERMINATION:** This Letter of Intent shall be considered terminated if it has not been accepted by Seller within five (5) days from the date of this letter.
- 14) EXCLUSIVE DEALING:** Seller shall not, during the ninety (90) day period following acceptance of this Letter, solicit offers from or engage in negotiations with, any third party with respect to the sale of the Property.

If the above terms and conditions form an acceptable basis on which to continue negotiations, please sign below.

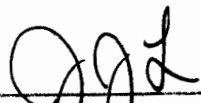
Sincerely,

Teresa B. Wilson, City Manager
City of Columbia

ACCEPTED BY SELLER:

DATE: _____

APPROVED AS TO FORM

 8/31/17

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Traffic Engineering

FROM: David Brewer,

SUBJECT: Council is asked to approve the installation of additional street lighting on Eureka Street and the Highland Park Neighborhood, as requested by the Traffic Engineering Division.

PRESENTER: Robert Anderson

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$2,200,000.00

CLEAN WATER 2020?: No

Neighborhood	Existing Lights	Requested Lights	Current Annual Lease Cost	Project Request Total	Total Year To Date
Eureka Street	3	1	\$356.76	\$118.92	\$118.92
Highland Park	34	2	\$4,043.28	\$237.84	\$356.76

ATTACHMENTS:

- **#a:** Lighting Request Documentation 08-23-17.pdf (PDF)
- **#b:** 3826 Eureka St. Streetlight (PDF)
- **#c:** Highland Park (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

17-14

Status:

Pending

Requested By Roger Ghent
Date Requested 8/4/2017
Neighborhood 3826 Eureka St.
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 8/7/2017

Insufficient Number of Lights ☒
Tree Canopy Issues ☐ **Date Canopy Addressed**
Bulbs Burned Out ☐ **Date Bulbs Addressed**

Existing Number of Lights **150 HPS** 3 **400 HPS** 0

Current Yearly Lease Cost \$356.76

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	1	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$118.92	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

1

PROJECT REQUEST TOTAL

\$118.92

YTD Additions to Budget \$118.92

YTD Lights Added 1

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

17-15

Status:

Pending

Requested By**Date Requested**

8/2/2017

Neighborhood

Highland Park

Map Attached**Inventory Performed By** jed Holliday**Date Inventory Performed** 8/4/2017**Insufficient Number of Lights****Tree Canopy Issues****Date Canopy Addressed****Bulbs Burned Out****Date Bulbs Addressed****Existing Number of Lights** 150 HPS 34 400 HPS 0**Current Yearly Lease Cost** \$4,043.28**Proposed Standard Lighting**

	150 HP	400 HPS
Additional Lights Requested	2	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$237.84	
Additional Poles Needed	0	

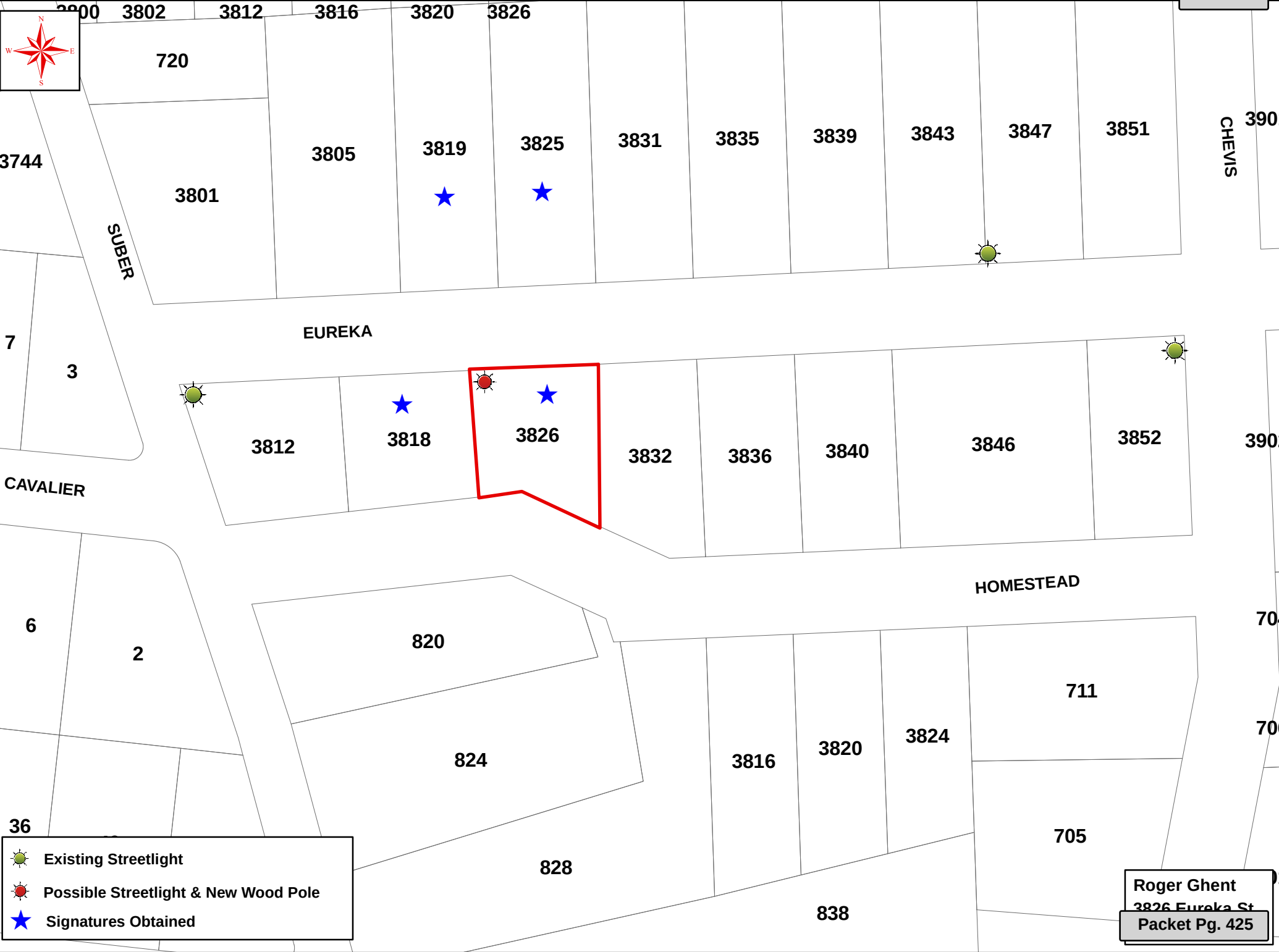
Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

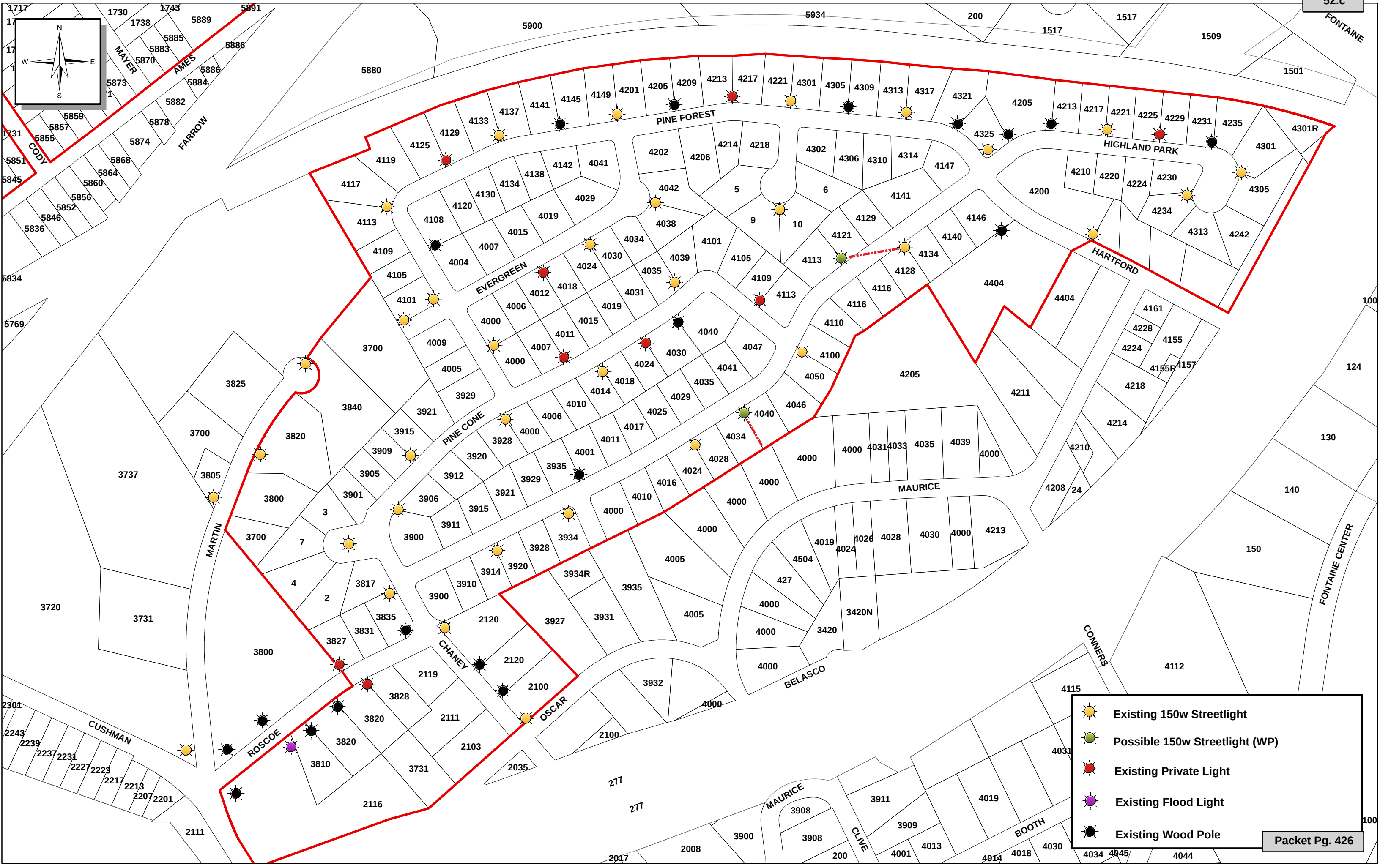
TOTAL ADDITIONAL LIGHTS NEEDED**2****PROJECT REQUEST TOTAL****\$237.84****YTD Additions to Budget** \$356.76**YTD Lights Added** 3**City Council Action****Funding Source Identified****Funding Source Acct Number****Agenda Item Date****Agenda Item Number***Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals***Date Additional Lighting Requested****Date Lighting Addition Completed**

3826 Eureka St. Streetlight

52.b



Highland Park Neighborhood Streetlighting Assessment



 Existing 150w Streetlight

 Possible 150w Streetlight (WP)

 Existing Private Light

 Existing Flood Light

 Existing Wood Pole



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: Business License

FROM: *Sidra Nelson, Administrator*

SUBJECT: Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Mr. Matthew Koleske doing business as SC Pedal Parlor, LLC located 2077 Pavilion Tower Circle, Columbia, SC 29201.

PRESENTER: Sidra D. Nelson

FINANCIAL IMPACT: The applicant is planning to place one (1) pedicab into service and will add additional pedicabs at a later date.

BUSINESS PROGRAM: Local Business Enterprise Program

Business License requests approval for a Certificate of Convenience and Necessity for SC Pedal Parlor, LLC owned by Mr. Matthew Koleske. Applicant intends to place one (1) pedicab vehicle in service. In the future there would be no more than two (2) pedicabs placed in service.

ATTACHMENTS:

- **#a:** Pedal Parlor Packet (PDF)



We Are Columbia

1339 Main Street, P.O. Box 147, Columbia, SC 29217 • Phone: 803-545-3345 • Fax: 803-988-8025

CERTIFICATE NO. 590

CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
FOR THE OPERATION OF A PEDICAB SERVICE

NAME: Matthew Koleske dba SC Pedal Parlor, LLC
 ADDRESS: 2077 Pavillion Tower Circle
 YEAR: 2017

Is hereby authorized to operate a Pedicab service in the City of Columbia. Pedicabs shall be defined as a bicycle or other opened or closed vehicle with three (3) or more wheels operated by one individual for the purpose of, or capable of, transporting passengers in seats or a platform made a part of the pedicab. This definition shall not include a bicycle built for two where the operators are seated one behind the other, nor shall it include the operation of a bicycle with trainer or beginner wheels affixed thereto, nor shall it include a wheelchair or other vehicle with the purpose of operation by or for the transportation of a handicapped person, nor shall it include a tricycle built for a child or an adult with a seat for only one (1) operator and no passenger.

This Certificate is issued upon the finding by City Council that the public convenience and necessity require such operations under the terms of the Ordinances of the City of Columbia, Chapter 24, Vehicles for Hire.

The certificate of public convenience and necessity must be permanently affixed to the vehicle in a location approved by the city manager.

Dated at Columbia, SC this _____ day of _____, _____.

Expires on this _____ day of _____, _____.

 Mayor

 City Manager



We Are Columbia

1339 Main Street, P.O. Box 147, Columbia, SC 29217 • Phone: 803-545-3345 • Fax: 803-988-8025

APPLICATION FOR
CERTIFICATION OF CONVENIENCE AND NECESSITY

I hereby respectfully request approval of City Council for the issuing of a
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY for the
operation of a PEDICAB business.

Matthew Koleske ~ SC Pedal Parlor, LLC
Name of Person & Company Making Request

2077 Pavillion Tower Cir.
Address

Columbia SC 29201
City ST ZIP

803 - 302 - 7750
Telephone Number



We Are Columbia

CITY OF COLUMBIA

CERTIFICATE OF CONVENIENCE & NECESSITY APPLICATION

Applicant Information

Name: (Last, First, Initial) Koleske, Matthew, A.
 Address: 2077 Pavilion Tower Cir
 City, State, Zip Columbia, SC, 29201
 Phone: (262) 497-7467
 Email: matthew.koleske@gmail.com
 Other:

Date of Birth: 2/27/1990
 Race: W
 Sex: M
 Marital Status: ☐ Married ☒ Single
 Number of Dependents: 0
 Present Occupation: —

Place(s) of residence for the past eight (8) years:

3033 Pavilion Tower Circle, Cola, SC, 29201
1815 N. Astor St, Milwaukee, WI, 53202
4 Greenwood Ct, Racine, WI, 53402

Name of former employers for the past eight (8) years:

Milwaukee Pedal Tavern
Combined Computer Resources
Morgan Stanley

Other Information

Do you have liability insurance? ☒ Yes ☐ NoHow much? 1M / 2MDoes your policy cover the general public? ☒ Yes ☐ No

Policy Number:

Name of Insurance Company: ISU WestlakeAgency: Maxum

Have you ever been convicted of any offense, including traffic violations?

☒ Yes ☐ No

If so, what was the nature of the violation (Give approx. date):

Speeding ticket June '15

If this application is approved, can you supply immediate service?

☒ Yes ☐ No

If the answer is no, please explain:

Credit Reference:

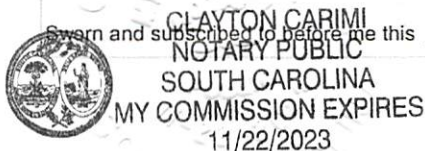
1) Daniel Ritchie (608) 695-0747
 2) Steven Leno (803) 543-4893

Character Reference:

1) Derek Collins (414) 793-5733
 2) Robert Swanson (828) 279-3026
 3) Ryan Lloyd (414) 405-6682

Additional remarks that you think should be considered in regard to this application:

Matthew A Koleske Personally appeared before me who deposes and says that all statements contained in this application are true to the best of his/her knowledge and belief.

Date July 11 20 17Signed: [Signature]
(Signature of applicant)Sworn and subscribed to before me this 11 day of July 20 17.

Page 2 of 2



CITY OF COLUMBIA, SOUTH CAROLINA
RENEWAL APPLICATION FOR BUSINESS LICENSE
LICENSE YEAR: 2017

MUST BE PAID IN FULL ON OR
BEFORE APRIL 15, 2017 TO AVOID PENALTIES

City of Columbia
Business License Division
P.O. Box 147
Columbia, SC 29217
1339 Main St. 1st Floor
(803) 545-3345

SC Pedal Parlor, LLC
3033 Pavilion Tower Cir
Columbia, SC 29201

License Number: BL007582-01-2015
Business Location: 3033 Pavilion Tower Cir

Business Code: H65
NAICS Code: 487110
Start Date:

****NOTE**** INFORMATION VERIFICATION AND CORRECTIONS COMPLETED ON BACK OF FORM

SUMMARY OF GROSS/REQUIREMENTS TO RENEW YOUR LICENSE

- A. Total gross as reported to the Internal Revenue Service for the preceding calendar year ending December 31__ or for the last preceding fiscal year period from _____ to _____
For businesses operating less than a full year, divide the gross by the number of months in business and multiply by 12 for an annualized gross (Section 11-34)
- B. Allowable ordinance deductions (itemize on separate sheet - **NO SHEET-NO DEDUCTIONS**)
- C. Subtract Line B from A and compute license on remainder (over \$1,000,000 see back)

Line A: [REDACTED]

Line B: \$ [REDACTED]

Line C: \$ [REDACTED]

REQUIREMENTS TO RENEW YOUR BUSINESS LICENSE. No license shall be issued until the business/applicant provides the required documents below.

- 2016 IRS Tax Return: Business must provide a copy (if filing a consolidated return, please provide one (1) of the following: Income statement; P&L statement or Sales & Use Tax Report (retail businesses only)
- Business Personal Property Taxes: Resident businesses must provide a copy of their 2016 BPP receipt. For more information, please call Richland County at 803-576-2620 or Lexington County at 803-785-8446.

Penalties will accrue for businesses found to be delinquent or not in compliance by the deadline. Please verify your compliance before submitting your application.

CALCULATION OF FEES

RATE: \$121.00 ON \$0-\$10,000 + \$1.20 ON EACH ADDITIONAL \$1,000 OR FRACTION THEREOF

APPLICANT'S CALCULATION OF FEES

LICENSE FEE: \$ [REDACTED]

TOTAL: \$ _____

PENALTY: \$ _____

5% penalty is assessed on April 16 and increase the 16th of every month thereafter. U.S. Postal Service postmarked is recognized.

TOTAL PAID: \$ _____

BALANCE DUE: \$ _____

REFUND: \$ _____

OFFICE USE ONLY

MAKE CHECKS PAYABLE TO THE CITY OF COLUMBIA

CK CA V MC A DISC

DECLINING RATE SCHEDULE FOR GROSS OVER \$1,000,000 for all or any part of:

1st Million - Rate indicated on front of application	\$
2nd Million - 95% X your rate per \$1,000	\$
3rd Million - 90%	\$
4th Million - 85%	\$
5th Million - 80%	\$
6th Million - 75%	\$
7th Million - 70%	\$
8th Million - 65%	\$
9th Million - 60%	\$
10th Million - 55%	\$
ALL OVER 10 MILLION 50%	\$

TOTAL LICENSE FEE \$

VERIFICATION OF INFORMATIONCURRENT INFORMATION 2077Mailing Address: ~~2000~~ Pavilion Tower Cir Columbia, SC 29201*Business Location: ~~2000~~ Pavilion Tower Cir

Federal ID/SS Number: [REDACTED]

State Retail Number:

Business Owner(s): Matthew Koleske

Local Contact: [REDACTED]

Business Phone: (803) 302-7750

Corporate Office Contact:

Corporate Office Phone:

Emergency Contact: [REDACTED]

Emergency Phone:

Property Owner:

Fax Number:

Cell Phone:

Email:

Ownership Type: LLC

Minority Business Certificate Number:

Number of employees: 2

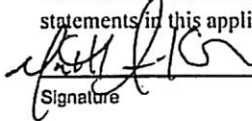
UPDATED INFORMATION (PLEASE PRINT)

*A change of address must be reported to the License Inspector within ten days after removal of the business to a new location and the license will be valid at the new address upon written notification of the License Inspector and compliance with Zoning and Building code and approval of other departments as determined by the License Inspector

OUT OF BUSINESS DATE: _____ If business ceased operations in prior calendar year, no fee is due.

If business ceased operation on or after January 1st of the current calendar year, the full license fee is due.

I am familiar with the city ordinance providing for penalties and revocation of my (our) license for making false or fraudulent statements in this application.


Signature

Matthew A. Koleske
Print Name

Owner / President
Title

7/11/2017
Date

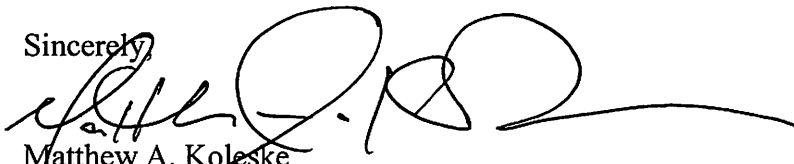
Matthew Koleske
SC Pedal Parlor
2077 Pavillion Tower Circle
Columbia, SC 29201
info@scpedalparlor.com

July 11, 2017

To Whom it May Concern,

The SC Pedal Parlor, LLC a pedicab company intends to place one (1) pedicab vehicle in service. In the future there would be no more than two (2) pedicabs placed in service. The colors you see in the photographs provided will be the same all pedicabs, (Yellow and Blue).

Sincerely,



Matthew A. Koleske
President, Managing Partner

SC Pedal Parlor, LLC
 Attn: Matthew A. Koleske
 3033 Pavilion Tower Circle
 Columbia, SC, 29201
 (803) 302-7750

To whom it may concern:

Please use the below information when discussing the business application of the SC Pedal Parlor, LLC. Thank you.

The SC Pedal Parlor or "Pedal Parlor" is a unique way to get together with friends or coworkers and explore the city. Dozens of other cities in the U.S. have not only explored this concept but embraced it. We at the Pedal Parlor have a solid business model and have experience in this field and with this concept. We are excited for the city of Columbia to experience this. Below you will find details both on the Pedal Parlor's vehicle itself and our day to day operations.

The "Vehicle":

Our 16 person bicycle, also considered a quadracycle, is manufactured in the Netherlands and shipped over to the United States. It has a wooden, rectangle shaped "bar" which people sit around. There are 6 seats on either side, five of them having pedals and two sitting over the wheels. There is also a bench on the rear of the vehicle which holds 2-3 passengers. The middle of the vehicle is reserved with a seat for our driver (staffed by us). In front there is a barrel which we stock with tools for any quick repairs for the bike, supplies to keep our bike and the streets clean, and helmets for our riders.

The driver has multiple controls and switches to operate while the bike is in operation. Above his or her seat, there is a panel with buttons or switches for turn signals, hazard flashers, head lights, tail lights, and lights for the interior of the bike. There is a hydraulic break near the driver's right foot for breaking. This triggers break lights in the rear, exactly like a car or truck. There is also a shut down switch, (much like an emergency break) that can only be accessed via the driver's seat. This combination of breaks and switches gives the driver ultimate control as to whether the bike moves or not.

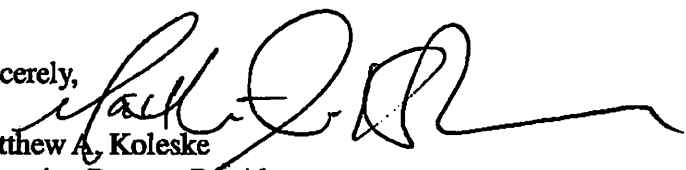
The Business:

The nature of our business is fairly simple. We look to give people not only something to do, but something that is very unique and fun. We give private and public rides around designated areas of the city stopping at predetermined restaurants and/or bars/taverns/etc. Our prospective riders book a ride with us either online, via phone, or via email and we meet them at a designated (TBD) spot. We will then get everyone checked in, check identifications, and gather on the bike. We then ride for about 5-10 minutes between establishments—mostly taking side streets and keeping to the slow lane. At the end of the ride we provide our customers with a shuttle or taxi option, one of the perks built into our pricing.

One of the common misconceptions when people see this type of vehicle is that we serve alcohol. We WILL NOT be serving, providing, or letting our customers drink alcoholic beverages on board. We may provide coolers with water and soda in the future.

21-65+ all agree this would be great for Columbia. It not only gives people something to do, but adds a little character to the city.

Sincerely,



Matthew A. Koleske
Managing Partner, President
SC Pedal Parlor, LLC
(803) 302-7750

Answers to Frequently Asked Questions

1. *There will be NO ALCOHOLIC BEVERAGES ON BOARD*

- When people see this sort of business, (there are approximately 40-50 cities with a party bike business) they assume the customers/patrons are drinking alcohol on board. We are a licensee of the PedalPub, LLC in Minneapolis, MN. Out of all their 30 licensees, only about 35% have the ability to drink on board. There are pros and cons to this. We know this business well, and know we can be successful in Columbia without the ability to consume alcohol on board. Mainly, we respect and want to cooperate with local laws.
- This will simply be used as a private transportation vessel from venue to venue.

2. *We staff a sober, responsible driver*

- Another common concern is that the driver (our employee) is drinking with his customers. The driver is simply there to keep the customers safe, entertain, and recommend certain venues along the route.
- As of now we have two employees. Both have completed hundreds of tours and have been proven responsible managers of this business.
- Our driver has ultimate control of the vehicle

3. *We follow all traffic laws*

- Before deciding to open this business in Columbia, we did our research. The Pedal Parlor will easily be able to follow traffic laws in the desired areas of the city.

4. *Yes, it is a slow moving vehicle*

- The Pedal Parlor's maximum flat land speed is about 6-7 mph. If going downhill, the unit will top off at about 10 mph.
- Our drivers, as previously mentioned, are very respectful of other drivers, pedestrians, and traffic laws. They will do all they can to yield, and move to the side when necessary.
- We try to stay off main roads. If we happen to be on a main road, we will remain in the right hand lane, slow lane, or bike lane. The rides only total about 1-1.5 miles. The majority of this will be on side roads and less busy roads.

5. *There is NO motor*

- It is possible to attach a motor, however we do not find it necessary. Should we find it necessary in the future, we will notify proper city officials.

6. *We check IDs*

- Patrons will use the Pedal Parlor for a variety of reasons. Because one of those reasons is checking out local bars, taverns, parlors, clubs, etc, we will check everyone's ID prior to boarding and issue them a wristband. The ride will not start until all IDS are proven and everyone has a wristband.
- If it is a private event i.e. someone wants to rent it out for show, a booth or display, etc. we may not check IDS for people to hop on board. This is **ONLY** the case if the Pedal Parlor is **NOT** moving, and we will **NOT** be stopping at any of the aforementioned bars, taverns, etc

7. *We will not have a physical location*

- We will operate most of our rides out of multiple bars and/or restaurants. We have taken the proper steps to contact these places of business and work out deals/situations with them. (All these venues are ecstatic this business has come to Columbia)

8. *Is the Pedal Parlor safe?*

- As with any moving vehicle, there is some risk involved. As previously mentioned, we staff a very safe driver whose number one goal is to keep everyone safe. Zero fatalities, and few injuries have occurred in any city.
- Riders are made aware of all these risks and asked to sign a waiver and release of liability prior to riding. The customer is also offered a helmet on every ride.

Part II

1. *Why would anyone want this business in their city?*

- ***We will promote tourism!***
 - Every great city needs a thriving tourism industry. We will attract thousands of people from surrounding suburbs and cities, along with people just passing through. Potential customers will not only spend money on our business, but at other businesses as well. We work and have partnerships with multiple restaurants and bars in the area where we will stop and people will spend their money. This not only helps us and local businesses immediately, but leaves an impact on our customers. They will find a place that they love and will want to come back and visit.
 - In a study done in Milwaukee, WI, (where the Milwaukee Pedal Tavern operates) the Pedal Tavern alone was responsible for bringing in \$2.7 million to the city in its first three years of operation. This number is only applicable to customers of the Pedal Tavern from OUTSIDE the Milwaukee metro area. In the study, people spent this money on local restaurants, bars, boutiques, shops, and mainly on hotel accommodations.
- ***We will create jobs***
 - Within the first year, we plan on creating 2-4 new jobs. The following year, we project that we will add 5-7 additional jobs. This is the perfect job for a college student who has a busy schedule and needs just a few hours a week with some great pay. (Note: We only hire 21+ and older)
 - It seems that Governor Haley's main focus is to promote small business and create jobs. That is our main goal as well. We decided to do this in Columbia to create jobs for the community, help promote small businesses, and help the city's economy grow.
- ***It is something everyone loves and wants to do***
 - Part of our marketing strategy has been to talk to locals around town and ask what they think of the idea. We have gotten nothing but positive responses. People ages

Dimensions, Details, and Safety Features of the Pedal Parlor**DIMENSIONS AND DETAILS**

Length: 17 feet 7 inches

Width: 7 feet 5 inches

Height: 8 feet 8 inches

Weight: 1940 lbs

Frame: Powder coated steel

Passengers: 16 (plus Pilot) – 6 bicycle seats per side, 3 in rear bench, 1 “server” (standee)

Gearing: Low – for ease of pedaling

Roof: Marine-grade plywood

Bar: Marine-grade plywood

Steering: Rack and pinion

Wiring Cabinet: Hinged door for wiring cabinet for easy access

SAFETY FEATURES

Brakes: Hydraulic foot brake, manual hand-brake

Head lights: Two white LED lights, switch operated

Brake lights: Two large LED lights in the rear of the bike

Tail lights: Two red LED lights, switch operated

Turn Signals: Front and rear amber turn signals, right and left. Switch operated.

Rails: Powder coated steel back bench safety rails on each side

**EXHIBIT A TO EQUIPMENT SALES
AND LICENSE AGREEMENT**

PRODUCT: 16-Person Fietscfe, # 14 - 169, 2014

PURCHASE PRICE: 20,893.82 Euros
(\$25,908.33 USD @ 1.2400 Euros to Dollar as of December 10, 2014)

SHIPPING COSTS: \$7,500 USD (Estimate)

INITIAL SERVICE FEE: \$6,000 USD (for first two years)

ANNUAL LICENSE FEE: \$1,000 USD (beginning on second anniversary of purchase.)

TOTAL: \$ 39,408.33 USD (Estimate)

DOWN PAYMENT – due by contract date: \$6000.00 USD

BALANCE DUE:

\$33,408.33 - If balance paid by 1/10/2014 (30 days.)

\$34,908.33 - If balance paid by 2/9/2015 (60 days.)

\$36,408.33 - If balance paid by 3/11/2015 (90 days.)

\$37,908.33 - If balance paid by 4/10/2015 (120 days.)

If full balance is not paid by 4/10/2015, this agreement is void, and full down payment amount is forfeit to PedalPub, LLC.

WIRE FUNDS TO:

PedalPub, LLC
5115 Excelsior Blvd, #457
St. Louis Park, MN 55416
952-938-0034

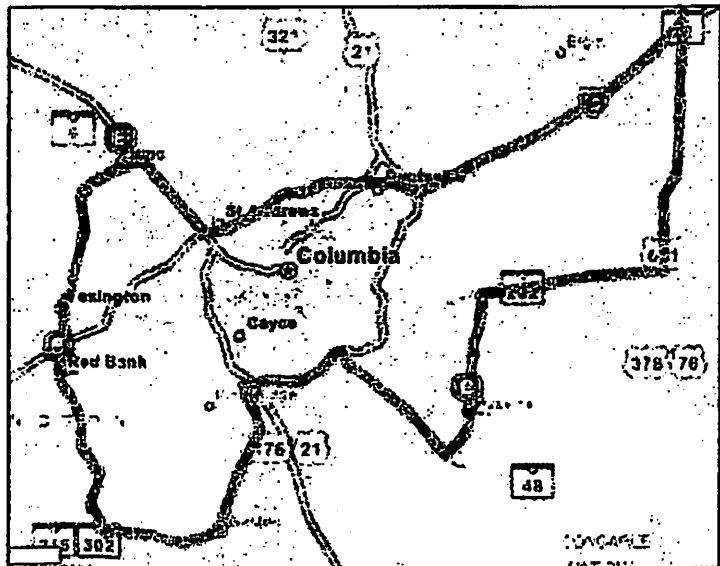
c/o US Bank
Minneapolis, MN USA
Acct: 104776566390
Routing: 091000022

TERRITORY:

In Columbia, SC- area as
pictured in attached map, bordered by:

Start in Irmo, SC and head south on N Lake
Dr/SC-6 (West border of territory - red arrow)

Continue on S Lake Dr/SC-6, then left on Edmund highway, slight right on Highway 6/SC- 6, turn left to head
east on Meadowfield Rd. (Southwestborder of territory - blue arrow)



The parties have executed this Agreement as of the date first above written.

SELLER:
PEDAL PUB, LLC

By [Signature]

Printed: Al Boyer

Its: Managing Partner

Address: 5115 Excelsior Blvd. #457

City, State Zip: St. Louis Park, MN 55416

Phone: 952-938-0034

Email: info@pedalpub.com

EIN/SSN: 20-5832418

Date: 12/19/2014

BUYER(S):
SC Pedal Parlor, LLC

By [Signature]

Printed: SC Pedal Parlor, LLC - Matthew Koleske

Its: Managing Partner

Address: 5385 Hunt Club Rd

City, State Zip: Racine, WI, 53402

Phone: 262-497-7667

Email: info@scpedalparlor.com

EIN/SSN: _____

Date: December 12, 2014

By [Signature]

Printed: Matthew A. Koleske

Address: 3033 Pavilion Tower Circle

City, State Zip: Columbia, SC, 29201

Phone: (262) 497-7667

Email: matthew.koleske@gmail.com

EIN/SSN: _____

Date: December 12, 2014

By [Signature]

Printed: George M. Harris

Address: 3033 Pavilion Tower Circle

City, State Zip: Columbia SC 29201

Phone: 262-721-6717

Email: Gmharris@outlook.com

EIN/SSN: _____

Date: December 12, 2014

FRONT VIEW



BACK VIEW



SIDE VIEW



SIDE VIEW



**Portland Office**

6443 SW Beaverton-Hillsdale Hwy., Suite 350
 Portland, OR 97221
 PH: 800-452-9412
 FX: 800-242-3742
 www.hullconw.com - CA #0H29843

Tacoma Office

950 Pacific Ave #725
 Tacoma, WA 98402
 PH: 866-499-5714

July 12, 2017

General Liability-Tour Bikes INSURANCE BINDER - Revised

Binder is good until 8/12/2017 12:01a.m.

Insurance Services of Westlake, Inc
 2985 E Hillcrest Drive #201
 Westlake Village, CA 91362

Insured: **SC Pedal Parlor LLC**
 Mailing Addr: 2077 Pavilion Tower Circle, Columbia, SC 29201
 Location Addr: 2077 Pavilion Tower Circle, Columbia, SC 29201
 Insurer: Maxum Indemnity Company, Non-Admitted
 Please refer to www.ambest.com for most current AM Best rating.
 Policy Number: BDG0095346-01
 Effective Date: 7/12/2017, 12:01 A.M. Standard Time at the Local Address of the Named Insured.

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED. CHECK FOR ACCURACY AND REQUESTED CHANGES WILL BE BY ENDORSEMENT. PLEASE ADVISE YOUR CLIENT THAT THE POLICY DICTATES THE ACTUAL TERMS OF COVERAGE AND IN THE EVENT OF DIFFERENCES, THE POLICY PREVAILS.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

General Liability-Tour Bikes COVERAGE:**GENERAL LIABILITY**

\$2,000,000 General Aggregate Limit (Other Than Projects-Completed Ops)
 \$2,000,000 Products-Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit
 \$100,000 Damage to Premises Rented to You Limit
 \$1,000 Medical Expense

INLAND MARINE

\$29,500	Tour Bike: 1 Unit	100% Coins	ACV	Special Form/X Theft, Wind, Hail	\$1,000
Deductible					

DEDUCTIBLE:

\$1,000 General Liability
 As Specified Above Inland Marine

TERMS / CONDITIONS:

Policy Term: 12 Months
 Policy Form: Occurrence
 25% Minimum Earned Premium

NOTABLE ENDORSEMENTS / NOTABLE EXCLUSIONS:

Terms & Conditions include, but are not limited to, the following terms, conditions and exclusions.

PJ Policy Jacket
 DECC (01-03) Common Policy Declarations
 E048 (01-03) Minimum Earned Premium
 E144 (04-09) Service of Suit
 E849 (03-10) Forms and Endorsements Schedule
 E977 (01-12) Proposition 65 Exclusion
 CG0001 (12-07) Binding - Commercial General Liability Coverage Form (Occurrence)
 CG2012 (07-98) Additional Insured - State or Political Subdivisions - Permits
 CG2147 (12-07) Employment-Related Practices Exclusion
 CG2155 (09-99) Total Pollution Exclusion with a Hostile Fire Exception
 CG2167 (12-04) Fungi or Bacteria Exclusion
 CG2426 (07-04) Amendment of Insured Contract Definition
 DECBGL (07-05) Commercial General Liability
 E134 (01-03) Specialty Tour Bike Endorsement
 E134 (01-03) Exclusion - Independent Contractors
 E303 (01-03) Exclusion - Auto
 E617 (08-07) Liability Deductible Endorsement
 E622 (01-09) Exclusion - Non-Employee Labor
 E635 (01-09) Exclusion - Physical Abuse or Sexual Abuse
 E645 (01-09) Exclusion - Voluntary Labor
 E669 (01-09) Exclusion - Contracted Persons
 E670 (08-07) Limitation - Personal and Advertising Injury
 E699 (08-10) Assault And Battery Coverage Sublimit
 E713 (08-07) Exclusion - Punitive or Exemplary Damages
 E868 (09-10) Exclusion/Limitations - Combination Endorsement
 IL0021 (07-02) Nuclear Energy Liability Exclusion (Broad Form)

E134 EXCLUSION- WHERE SUBJECT TO MOTOR VEHICLE INSURANCE LAW. INDICATE: Coverage under this policy does not apply to "bodily injury", "property damage" or medical expense arising out of or resulting from the ownership, maintenance, operation, use, entrustment to others, or "loading or unloading" of a pedal pub, tour/conference bike, golf cart, or pedicab, if such pedal pub, tour/conference bike, golf cart or pedicab is subject to a motor vehicle compulsory or financial responsibility law or other motor vehicle insurance law in the state or locality where the pedal pub, tour/conference bike or pedicab is being operated.

DECIM (01-03) Commercial Inland Marine
 CF010 (01-03) Miscellaneous Property - Special Form Coverage Form
 CM0001 (09-00) Commercial Inland Marine Conditions
 CP1054 (6/1/1995) Windstorm or Hail Exclusion
 E377 (1/2/2003) Exclusion - Theft Coverage

It is the responsibility of the Retail Agent to issue Evidence of Coverage certificates required by the state, including but not limited to, updating state websites to reflect cancellation and reinstatement of the insured's policy.

SUBJECT TO:

25% Premium Deposit + 100% Taxes/Fees DUE w/ BIND Request
 Additional Insured Premiums Are Flat Charged & Fully Earned
 Defense Costs Are Outside Limits
 Premium is 100% Minimum & Deposit
WARNING: Coverage is Limited to Scheduled Classifications. Please Carefully Review Classification Schedule

PREMIUM BASIS:

94099 - Tour Bike: \$55,000 Sales (Subject to Minimum Premium)

REQUIRED TO BIND:

1. Completed & Signed Acord Application - REC'D
2. Completed & Signed Tour Bike Supplement - REC'D
3. Signed TRIA Disclosure Form - REC'D
4. Approved Route Map - REC'D
5. Photo of the Unit - REC'D
6. Subject to Inland Marine Schedule
7. Diligent Search Form - REC'D
8. Current copy of Insured's Waiver - REC'D
9. Signed No Known Loss Letter dated 05/04/2017 to Present date (date we bind coverage) - REC'D

PREMIUMS:

\$5,590.00 Premium

\$250.00 Fees

\$350.40 Taxes

\$6,190.40 Total Policy Premium

Hull & Company Inc is responsible for filing and remitting surplus lines tax

NO BINDING AUTHORITY IS IMPLIED OR OTHERWISE GRANTED TO THE AGENT. ALL CHANGES MUST BE REQUESTED IN WRITING AND CAN NOT BE ASSUMED BOUND UNTIL CONFIRMED BY HULL & COMPANY INC.

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. AFFORDED COVERAGE IS NON-TRANSFERABLE OR ASSIGNABLE.

If the retail agent issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Hull & Company Inc ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company (ies) may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.

ARTICLE V. PEDICABS

Sec. 24-301. The operation of pedicabs regulated.

(a) City council hereby makes the following findings of fact:

- (1) Pedicabs, as hereinafter defined, are by their design and nature, slow moving, and pose a potential danger for those using the vehicles and the streets; and
- (2) The unregulated operation of pedicabs on the streets of the city would be detrimental to the safety of the public; and
- (3) It is in the public interest, and for the public safety and welfare, that the streets in the city, and the users thereof be protected from unregulated vehicles which hinder travel or which pose dangers or distractions which give rise to accidents and inconvenience; and
- (4) City council further finds, for the same reasons, that electric, oil or gasoline powered pedicabs in operation in the city would not be in the public interest.

(Ord. No. 2006-037, 5-24-06)

Sec. 24-302. Definition.

Pedicabs shall be defined as a bicycle or other opened or closed vehicle with three (3) or more wheels operated by one individual for the purpose of, or capable of, transporting passengers in seats or a platform made a part of the pedicab. This definition shall not include a bicycle built for two where the operators are seated one behind the other, nor shall it include the operation of a bicycle with trainer or beginner wheels affixed thereto, nor shall it include a wheelchair or other vehicle with the purpose of operation by or for the transportation of a handicapped person, nor shall it include a tricycle built for a child or an adult with a seat for only one (1) operator and no passenger.

(Ord. No. 2006-037, 5-24-06)

Sec. 24-303. Mechanized power, touring and sightseeing prohibited.

The operation of pedicabs powered in any manner other than the strength of the operator is prohibited in the city.

(Ord. No. 2006-037, 5-24-06)

Sec. 24-304. Certificate of public convenience and necessity required.

No pedicab shall operate in the city without a duly issued certificate of public convenience and necessity and without having paid such fee therefor as city council may, from time to time, establish. The certificate of public convenience and necessity must be permanently affixed to the vehicle in a location approved by the city manager.

(Ord. No. 2006-037, 5-24-06)

Sec. 24-305. Application; inspection.

(a) An applicant for a certificate of public convenience and necessity shall provide the city manager with the following:

- (1) Adequate identification of the applicant and the pedicab and proof of ownership;
- (2) Factory authorized material setting forth the characteristics of the pedicab, including its dimensions, weight and passenger capacity;
- (3) Color photographs not less than 8" x 10" of all four (4) sides of the pedicab, or in the discretion of the city manager, sketches of a similar make and model, and samples of colors proposed for use on the pedicab;
- (4) Adequate proof of liability insurance with policy limits of not less than \$300,000.00 per person and \$600,000.00 per occurrence.
- (5) A franchise fee of \$350.00 per year;

(6) After approval, but prior to the issuance, a current City business license.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-306. Transferability.

A certificate of public convenience and necessity required by this division shall be issued on a specific vehicle and for a specific owner and is not transferable except in the event of an absolute sale of a pedicab company, in which case said certificate shall be transferable to the new owner thereof. The certificate remains the property of the city and must be surrendered upon expiration or revocation.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-307. Suspension or revocation.

(a) Failure to abide by the provisions of this chapter or any of the ordinances of the city or laws of the state in any manner affecting or regulating the operation of the vehicle for which the certificate is issued or the failure to maintain the required insurance shall be grounds for the suspension for a reasonable time or the revocation of the certificate of public convenience and necessity issued under this article or a penalty as provided in section 1-5 of the Code of the City of Columbia.

(b) If, in the opinion of the city manager, a certificate of public convenience and necessity should be suspended or revoked, he shall give written notice to the holder thereof, by certified mail, of the right to appear before city council and show cause why the certificate should not be suspended or revoked. No suspension or revocation of a certificate of public convenience and necessity shall take effect until the holder thereof shall have had the opportunity to be heard by city council.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-308. Expiration.

All certificates of appropriateness shall be granted for a period of one (1) year and shall expire on the anniversary of the date of issuance.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-309. Operators.

All operators of pedicabs within the city shall have a valid South Carolina driver's license.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-310. Number of passengers restricted.

No pedicab shall be operated with more than the manufacturer's recommendations for the maximum number of passengers therein.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-311. Lights required.

All pedicabs that operate in the city shall be equipped with front and rear lights as approved by the police department. Operators shall comply with all applicable laws pertaining to the requirements of usage.
(Ord. No. 2006-037, 5-24-06)

Sec. 24-312. Repeated violations.

Repeated violations of any provisions of this article by an owner or operator of a pedicab may result in a forfeiture of the certificate of public convenience and necessity for said vehicle in the discretion of city council.
(Ord. No. 2006-037, 5-24-06)



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to allocate up to \$250,000 from Liquor Rebate funds for eligible capital expenses for the Hyatt Park Improvement Project.

FINANCIAL IMPACT: Funding Source: Liquor Rebate

STRATEGIC GOALS: Foster a healthy quality of life



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of two (2) individuals to the Board of Zoning Appeals.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** BoZA_Memo_082017 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager
FROM: Chanique J. Belton, City Manager Office
DATE: August 24, 2017
SUBJECT: Board of Zoning Appeals

Purpose: The purpose of the Board is to consider applications for variances to the development standards of the Zoning Ordinance, for special exceptions, and for administrative appeals where a person claims that the Zoning Administrator has erred in the enforcement of the Zoning Ordinance. In making a decision about an application, Board members apply criteria outlined within the Zoning Ordinance. The Board does not act as a recommending body to City Council; instead appeals of decisions of the Board are heard in Circuit Court.

Composition: The board is composed of seven (7) individuals serving a three (3) year term with eligibility for one (1) re-appointment.

Action: Council is asked to appoint two (2) new appointees.

District Representation:

- District 1 – 1
- District 2 – 1
- District 3 – 3
- District 4 – 2
- Outside City Limits – 0

District Representation of Applicants:

There are three **(3)** applications for consideration.

- District 1 – 0
- District 2 – 1
- District 3 – 1
- District 4 – 1
- Outside City Limits – 0

Applicants

Charles Salley
1910 Old Neck Road
Columbia, SC 29206

District 4

Director of Industrial Brokerage
Colliers International

Marcellous Primus
4313 Highland Park Drive
Columbia, SC 29204
District 4

Program Director/Business Enterprise Program
SC Commission For The Blind

Josh Speed
600 Woodrow Street, Apt. V
Columbia, SC 29205

District 3

Associate
Diversified Development

<u>CURRENT MEMBERS</u>	<u>DATE APPOINTED</u>	<u>START</u>	<u>END</u>
Reggie Lamont McKnight- 5505 N. Main St. Columbia, SC 29203 District 1	12/14/2010 04/05/2016	12/14/2010 12/14/2015	12/14/2015 12/30/2018
The Renaissance Foundation			
Regina Williams-VACANT 3517 White Street Columbia, SC 29203 District 2	02/16/2016	03/01/2016	03/30/2019
Tyler Scott Gregg-VACANT 12 Sims Aly Columbia, SC 29205 District 3	02/2016	02/01/2016	02/28/2019
Attorney Bell Carrington Price 2909 Devine Street Columbia, SC 29205			
April D. Jones 2614 Schoolhouse Road Columbia, SC 29204 District 3	11/01/2016	12/01/2016	01/01/2019
Jones Consulting			

Silas "Calhoun" McMeekin III	11/07/2007	02/01/2008	02/01/2013
4805 Portobello Rd.	03/05/2013	02/01/2013	02/02/2018
Columbia, SC 29206			
District 4			

Coldwell Banker United Realtors

Gene L. Dinkins, Jr.	11/01/2016	12/01/2016	12/01/2019
2924 Wheat Street			
Columbia, SC 29045			
District 3			

Charles Salley	04/18/2012	05/01/2012	05/31/2017
1910 Old Neck Road			
Columbia, SC 29206			
District 4			

Colliers International



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual and to consider the re-appointment of one (1) individual to the Columbia Housing Authority Commission.

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** CHA_Memo_082017 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager
FROM: Chanique J. Belton, City Manager Office
DATE: August 9, 2017
SUBJECT: Columbia Housing Authority

Purpose: Responsible for the oversight of the Housing Authority and its Executive Director.

Composition: This commission is composed of seven (7) members one of which must be served by the Authority. Appointees serve a five (5) year term with eligibility for one (1) re-appointment.

Action: Council is asked to re-appoint one and appoint one individual to the Columbia Housing Authority Board.

District Representation:

District 1 – 0
District 2 – 4
District 3 – 3
District 4 – 0
Outside City Limits – 0

District Representation of Applicants:

There are four **(4)** applications for consideration.

District 1 – 0
District 2 – 2
District 3 – 2
District 4 – 0
Outside City Limits – 0

APPLICANT

Wanda Cannon
105 Rosewood Hills Drive, Apt. 106
Columbia, SC 29205
District 3

Disabled

Selena Pickens
2074 Watermark Place
Columbia, SC 29210
District 2

Community Mortgage Specialist
BB&T

Eligible for Re-Appointment

Bessie Watson
85 Easy Street
Columbia, SC 29205
District 3

Angela Watts
2501 Read Street, Apt. 11
Columbia, SC 29204
District 2

Auditor/Investigator
SC Office of the Inspector General

Paralegal
AgFirst Farm Credit Bank

Seeking Re-Appointment

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Alexzena Furgess 1905 McAlister Street Columbia, SC 29204 District 2	04/10/2012 * appointed to serve a 1 year term 03/05/2013	04/10/2012 05/01/2013	04/30/2013 04/30/2018
Retired			
Bobby Gist 2526 Sheryl Lane Columbia, SC 29204 District 2	04/10/2012*appointed for a 2 year term 11/18/2014	01/06/1994 04/21/1995 06/14/2006 06/14/2011 6/14/2014	04/10/1995 04/10/2006 06/14/2011 06/14/2014 06/14/2019
University of South Carolina			
Bessie Watson- Re-Appoint 85 Easy Street Columbia, SC 29205 District 2	12/04/2012	11/01/2007 11/1/2012	11/01/2012 11/30/2017

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Selena Pickens- Re-Appoint 2074 Watermark Place Columbia, SC 29210 District 2 BB&T	04/18/2012	04/01/2012	04/30/2017
Ernest W. Cromartie III 1413 Confederate Avunee Columbia, SC 29201 District 1 Attorney Ernest W. Cromartie III Law Office	04/19/2016	05/01/2016	05/01/2021
Jennifer Wile Rubin 2936 Wheat Street Columbia, SC 29205 District 3 Rogers Townsend & Thomas, PC	04/10/2012* appointed to serve a 3 year term	04/10/2012 05/01/2015	04/30/2015 04/30/2020
George Green 501 Rosewood Hill Dr. Columbia, SC 29205 District 3 CHA Representative	03/01/2011 04/19/2016	03/01/2011 03/01/2016	03/01/2016 03/01/2021



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Columbia Tree & Appearance Commission.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** CTAC Memo 080617 (PDF)



We Are Columbia

TO: Teresa B. Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: August 24, 2017

SUBJECT: Columbia Tree and Appearance Commission

Purpose: This committee protects, enhances and promotes the City of Columbia's natural resources and visual beauty. They oversee the development of a master plan for the beautification of the City of Columbia and its implementation.

Composition: This committee is comprised of 11 eleven members consisting of seven (7) At-Large members; one (1) arborist, horticulturist or landscape architect; one (1) developer or realtor; one (1) architect or engineer; and one (1) member from Columbia Green. Appointees serve a two (2) year term with eligibility for one (1) re-appointment.

Action: Council is asked to appoint one (1) individual to the Tree and Appearance Commission.

- Current District Representation is:

District 1 – 2
 District 2 – 1
 District 3 – 6
 District 4 – 2
 Not in City Limits – 1

- District Representation of Applicants:

There are four **(4)** applications for consideration.

District 1 – 1
 District 2 – 1
 District 3 – 1
 District 4 – 1
 Outside City Limits – 0

Applications Received

Bryan Allen
4630 Datura Road
Columbia, SC 29205
District 4

Assistant VP-Business Information & Analysis
Colonial Life

Charles Pippin
1401 Hampton Street
Columbia, SC 29201
District 2

Digital Director
Office of the Governor

Chris Goodman
2311 Park Street
Columbia, SC 29201
District 1

Physician
USC School of Medicine

Randall Roberts
1212 Shirley Street
Columbia, SC 29205
District 3

Civil Engineer
Neel-Schaffer, Inc.

Current Appointees

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Presley V. Hogue 1316 Cambridge Lane Columbia, SC 29204 District 3	06/02/15	6/2015	6/2018
Homemaker			
William Baker 3405 Yale Avenue Columbia, SC 29205 District 3	06/07/2016	07/01/2016	06/30/2018
Non-proliferation Policy Director Alliance for Nuclear Accountability			
At-Large			

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Elizabeth Marks 1908 Henderson Street Columbia, SC 29201 District 2	08/07/2012 03/15/2016	08/2012 08/2015	08/2015 08/2018
Elizabeth Marks & Associates Inc. At-Large			
Robert Harte 418 Laurel Hill Lane Columbia, SC 29201 District 1	07/18/2017	07/19/2017	08/01/2019
Attorney Richardson Plowden & Robinson, P.A. At-Large			
John McKenzie 2424 Wheat Street Columbia, SC 29205 District 3	03/04/2014	03/2014	02/2017 12/2018
Attorney McDonald, McKenzie, Rubin, Miller & Lybrand LLC At-Large			
Mary Greene 120 Woodrow Street Columbia, SC 29205 District 3	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
Greene Grassroots greenegrassroots@aol.com At-Large			
Michael Beets- VACANT 402 S. Prospect Street Columbia, SC 29205 District 3	04/22/2014	04/22/2014	04/30/2017
Professor University of South Carolina At-Large			

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Karen Settana 51 Foot Point Road Columbia, SC 29209 District 4	04/22/2014 07/18/2017	04/22/2014 07/19/2017	04/30/2017 08/01/2019
Auditor SC Department of Social Services At-Large			
Charles Moore 1301 Adger Road Columbia, SC 29205 District 4	03/05/2013 03/15/2016	12/2012 12/2015	12/2015 12/2018
Attorney Turner, Padgett, Graham & Laney, P.A. At-Large			
Charles Weber Howell 11 Rosemount Court Blythewood, SC 29016 Not in City Limits	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
The Landplan Group South District 1 LA/Horticulturist/Arborist			
Elizabeth T. Scott 3446 Coleman Street Columbia, SC 29205 District 3	07/18/2017	07/19/2017	08/01/2019
Banker NBSC			
Regina Monteith 530 Kilbourne Road Columbia, SC 29205 Columbia Green Representative	05/23/2016	05/24/2016	02/01/2019

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Ben Brantley 1629 Millford Road Columbia, SC 29206 District 4	03/15/2016	04/2016	04/2019
Vice President CBRE			
Developer-Realtor			
Pat Parker (803) 407-1493 pparker@sc.rr.com Columbia Garden Advisory Council			
Eddie McWhirter 325 Stanford Bridge Rd. West Columbia, SC 29172			
SCE&G Advisory			
Nancy Lee Trihey Staff Sara Hollar Designated			



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Parks and Recreation Foundation.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** PRF Memo 082017 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: August 18, 2017

SUBJECT: Parks and Recreation Foundation

Purpose: The purpose of this foundation is to enhance the leisure service opportunities in the City of Columbia by improving the scope and quality of educational and human development programs. It encourages, recruits, receives, and administers gifts, devises, and donations by deed, will or otherwise, for the advancement of the City of Columbia Parks & Recreation Department.

Composition: This foundation is comprised of fifteen (15) to twenty-five (25) members. City Council appoints seven (7) of those members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint one (1) individual to the Parks and Recreation Foundation.

District Representation:

- District 1 – 3
- District 2 – 2
- District 3 – 4
- District 4 – 2
- Outside City Limits – 2

District Representation of Applicants:

There are two **(2)** applications for consideration.

- District 1 – 1
- District 2 – 0
- District 3 – 0
- District 4 – 0
- Outside City Limits – 1

APPLICANTS

Fred Monk
3003 Park Street
Columbia, SC 29201
District 1

Senior Advisor
S.C. Department of Commerce

William Riley
656 Village Market Drive
Columbia, SC 29036
Outside City Limits

Human Resources/Safety Analyst
Complete Employee Services

<u>CURRENT MEMBERS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Shawn Eubanks District 1	11/06/2014	11/06/2017
Perrin Brunson District 1	11/17/2015	12/31/2018
<i>*Second Term</i>		
Virginia Bedford District 1	03/13/2012 04/01/2015	03/13/2015 04/01/2018
Thomas "Tige" Howie III District 3	11/06/2014	11/06/2017
Robert Flagler District 3	11/06/2014	11/06/2017
Mary Kessler District 3	09/09/2014	09/09/2017
Mary-Elisabeth Grigg District 2	12/06/2016	12/01/2019
<i>*Second Term</i>		
Sue Erwin Harper District 4	12/06/2016	12/01/2019
Derek Raper District 4	09/09/2014	09/09/2017
Justin Waites District 3	12/06/2016	12/01/2019
Aimee Edwards District 2	12/06/2016	12/01/2019
Keith Terry Outside City Limits	12/06/2016	12/01/2019
Maudra Brown Outside City Limits	12/06/2016	12/01/2019



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment / re-appointment of one (1) individual to the Planning Commission.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** PC_Memo_07212017 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, Office of the City Manager

DATE: July 21, 2017

SUBJECT: Planning Commission

Purpose: The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.

Composition: This commission is comprised of nine (9) members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to re-appointment Rich Cohn.

District Representation:

- District 1 – 1
- District 2 – 1
- District 3 – 3
- District 4 – 1
- Outside City Limits – 1

District Representation of Applicants:

There are four **(4)** applications for consideration.

- District 1 – 0
- District 2 – 1
- District 3 – 2
- District 4 – 0
- Outside City Limits – 1

APPLICANTS

Wanda Cannon
 105 Rosewood Hills Drive
 Apt. 106
 Columbia, SC 29205
District 3

Disabled

Richard Cohn
 809 Hampton Creek Way
 Columbia, SC 29209
District 3

Cohn Construction
 809 Hampton Creek Way
 Columbia, SC 29209

Seeking Re-Appointment

Ann Eisenberg
 1100 Pulaski Street
 Apt. 424
 Columbia, SC 29201
District 2

Assistant Professor
 USC School of Law

Kaziah Howard
 115 Knox Abbott Drive #4001
 Cayce, SC 29033
Outside City Limits

Director of Business Development/Owner
 Society 54/Rips Consulting Group

CURRENT MEMBERS

Joshua McDuffie
 2417 Marion Street
 Columbia, SC 29205
District 3

Project Manager
 Sumwalt Associated
 3800 Forest Drive
 Columbia, SC 29205

APPOINTED
 09/20/2016

STARTS
 12/01/2016

ENDS
 12/31/2019

LaTrell Harts
 2308 Adams Street
 Columbia, SC 29203
 District 2

06/07/2016

07/01/2016

06/30/2019

Instructional Assistant
 Richland One School District

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
John Taylor 1127 Williams Street Columbia, SC 29201 District 2 LTC Associates, Inc. 912 Lady Street Columbia, SC 29201	05/15/2012 05/19/2015	06/01/2012 06/01/2015	05/31/2015 06/30/2018
Brian Stern 601 Main Street # 317 Columbia, SC 29201 District 2 Real Estate Developer Stern & Stern 8910 Two Notch Road Columbia, SC 29223	09/17/2013 09/20/2016	10/01/2013 11/01/2016	10/31/2016 12/31/2019
James Frost II 2305 Lincoln Street Columbia, SC 29201 District 1 Engineer Alliance Consulting Engineers, Inc. P.O. Box 8147 Columbia, SC	09/20/2016	11/01/2016	12/31/2019
April James 7 Spotswood Court Columbia, SC 29210 Outside City Limits Commercial Real Estate Brooker iRealty International LLC 3201 Broad River Road Columbia, SC 29210	05/19/2015	06/01/2015	6/30/2018
Richard Cohn- REAPPOINT 809 Hampton Creek Way Columbia, SC 29209 District 3 Cohn Construction 809 Hampton Creek Way Columbia, SC 29209 **Currently serving as Chair**	05/17/2011 04/22/2014	05/17/2011 05/17/2014	05/17/2014 05/17/2017

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Dale Stigamier	02/18/2014	02/18/2014	02/28/2017
5912 Hampton Leas Lane	04/04/2017	04/05/2017	05/01/2020
Columbia, SC 29209			
District 3			

Integrity Real Estate Advisors
 600 Lawand Drive. Ste. 201
 Columbia, SC 29210

Earl Craig Waites, Jr.	02/18/2014	02/18/2014	02/28/2017
738 Abelia Road	04/04/2017	04/05/2017	05/01/2020
Columbia, SC 29205			
District 4			

Colliers International
 P.O. Box 11610
 Columbia, SC 29211



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Richland County Board of Assessment Appeals.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** RCBOAA Memo 082017 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: August 18, 2017

SUBJECT: Richland County Board of Assessment Appeals

Purpose: The purpose of the Board is to equalize the value of the real and personal property of the County and to hear all grievances and appeals from the valuation and assessments by the Assessor.

Composition: There are seven members on this commission. Three (3) are appointed by Richland County Council and one each is appointed by Columbia City Council, the Board of Trustees of School Districts One, Two and Five.

Action: Council is asked to appoint an individual to the Richland County Board of Assessment Appeals.

Recommendation: Board recommends the appointment of Scott Lindenberg.

District Representation:

District 1 – 0
 District 2 – 0
 District 3 – 0
 District 4 – 1
 Outside City Limits – 0

District Representation of Applicants:

There are four **(4)** applications for consideration.

District 1 – 0
 District 2 – 0
 District 3 – 3
 District 4 – 0
 Outside City Limits – 1

Applicants

Wanda Cannon 105 Rosewood Hills Drive Apt. 106 Columbia, SC 29205 District 3	Scott Lindenberg 3025 Heyward Street Columbia, SC 29205 District 3
Disabled	Real Estate Agent Century 21
Gwendolyn Stewart 6 North Trace Court Columbia, SC 29223 Outside City Limits	Ferial Williams 1324 King Street Columbia, SC 29205 District 3
Instructor/Realtor Central Carolina Technical College	Admin Assistant DMV-Headquarters

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Michael McMullen-VACANT District 4	06/26/2012	06/30/2009 07/01/2012	06/30/2012 06/30/2015

City of Columbia



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Riverbanks Park Commission.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** Riverbanks Park Memo 0917(PDF)



We Are Columbia

TO: Mayor and Members of City Council

FROM: Chanique J. Belton, City Manager Office

DATE: September 1, 2017

SUBJECT: Riverbanks Park Commission Appointment

Purpose: The Riverbanks Park Commission is responsible for the overall operation and maintenance of Riverbanks Zoo.

Composition: This committee consists of seven commissioners. Columbia City Council, Richland County Council, and Lexington County Council each appoint two (2) members independently and the seventh member is appointed by one of these bodies on a rotating basis. Appointees serve a term of six (6) years.

Action: Council is asked to fill one (1) vacancy.

Recommendation: Commission is asked to appoint Mr. Mike Velasco.

- Current District Representation is:
 - District 1 – 1
 - District 2 – 0
 - District 3 – 1
 - District 4 – 1
 - Not in City Limits – 0
- District Representation of Applicants
 - District 1 – 2
 - District 2 – 1
 - District 3 – 0
 - District 4 – 1
 - Not in City Limits – 1

Applications Received

Joseph Bias
1527 Cleveland Street
Columbia, SC 29203
District 1

Dr. Toneka Green
12 May Oak Court
Columbia, SC 29229
Outside City Limits

Attorney
McAngus, Goudelock & Courie

Curriculum Coordinator
East Point Academy

Charles (C.D.) Rhodes
4836 Kilbourne Road
Columbia, SC 29206
District 4

Attorney
Pope Flynn, LLC

Mike Velasco
1131 Williams Street
Columbia, SC 29201
District 2

Wealth Management
Advisor-Vice President

James Vant
250 Crossbow Drive O14
Columbia, SC 29212
District 1

Auditor III
State Fiscal Accountability Authority

Current Members

James Smith-**VACANT**
312 St. James St.
Columbia, SC 29205
City of Columbia

APPOINTED

STARTS

ENDS

03/03/2004
9/15/2010

07/21/2010
09/15/2016

Alana Williams
3800 Trenholm Road
Columbia, SC 29206
City of Columbia

10/07/2014

10/07/2014

10/31/2019

Other Jurisdictional Appointments

Lloyd Liles
Richland County

Phil Bartlett
Richland County

Mary Howard - Chair
Lexington County

Jan Stamps
Lexington County

Bud Tibshrary
At-Large



We Are Columbia

MEETING DATE: September 5, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to refer to the Administrative Policy Committee the consideration of limiting the number of races that occur annually within a neighborhood and requiring race organizers to notify neighborhoods of scheduled races, as requested by The Honorable Tameika Isaac Devine.

FINANCIAL IMPACT: