



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 1, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, November 1, 2022 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II

The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large

The Honorable Tina N. Herbert, District I ▪ The Honorable Joe E. Taylor, Jr., District IV

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the October 4 and October 18, 2022 Council Meeting Minutes and the October 18, 2022 Work Session Minutes.

CONSENT AGENDA ITEMS 2 THROUGH 11

2. Council is asked to approve the first renewal option for Target Solutions Training and Records Management Platform and Annual Maintenance Fee, as requested by the Columbia Fire Department on August 1, 2022. This is year one of one renewal option. Award to Municipal Emergency Services, as a Sole Source in an amount not to exceed \$66,820.68, which does not include a price increase. This vendor is located in Charlotte, NC.

Funding Source: Fire Suppression - Software License (1012303-627510) \$33,410.34 and Fire Administration - Software License (2082301-627510) \$33,410.34. The original budget amount is \$66,820.68.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 1, 2022**

3. Council is asked to approve an Annual Contract for Motorola Radios, as requested by the Columbia Police Department on September 15, 2022. This is year five of the five year contract period. Award to Motorola Inc., using the SC State Contract, in the amount of \$327,101.78, which does not include a price increase. This vendor is located in Blythewood, SC.

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

4. Council is asked to approve New Contracts to Purchase Replacement Vehicles for Various Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$2,543,812.93.

Vendor and Location	Description	Procurement Method
Spartan Fire and Emergency Roebuck, SC	Pierce Enforcer 100' Mid Mount Tower Truck for the Columbia Fire Department requested on September 19, 2022	HGAC Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$1,747,799.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Two (2) 2023 Ford F150 Regular Cab Trucks for the Parks & Recreation Department and Traffic Engineering Division requested on September 13, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$143,895.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Five (5) 2023 Ford Escape Vehicles for the Columbia Police Department Pathways Team requested on September 30, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$61,848.00</i>		
Performance Automotive Group Clinton, NC	2023 Ram 1500 Crew 4X4 Truck for the Metro Wastewater Treatment Plant requested on September 26, 2022	SC State Contract
<i>Funding Source: Utilities Wastewater Treatment Plant- Auto, Truck, Heavy Equipment- Capital (5516208-658500) - \$83,736.16</i>		
Jet Vac Equipment Company Sumter, SC	900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner Vacuum System for the Street Division requested on August 18, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment- Capital (5534203-658500) - \$506,534.77</i>		



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 1, 2022**

5. Council is asked to Ratify Emergency Procurements and Approve a New Professional Services Agreement for the Rapid Shelter Columbia Project, as requested by City Administration. Award to the following vendors in the total amount of \$1,165,302.54.

Vendor and Location	Description	Procurement Method
Allied Universal Security Services Columbia, SC	Security Services requested by the Columbia Police Department on October 5, 2022	SC State Contract
<i>Funding Source: American Rescue Plan Act - Rapid Shelter Columbia (ARPA202205-2619999) - \$980,318.88</i>		
Adam Araujo/Purfect Turf Elgin, SC	Turbo Flow Turf requested by the Support Services Division on September 28, 2022	Emergency Procurement
<i>Funding Source: General Capital Projects - Rapid Shelter Columbia - Capital Project Costs (403999-CP901301-658650) - \$78,787.26</i>		
Portable Restroom Trailers, LLC Clover, SC	Portable Restroom Trailers requested by the Support Services Division on September 28, 2022	Emergency Procurement
<i>Funding Source: General Capital Projects - Rapid Shelter Columbia - Capital Project Costs (403999-CP901301-658650) - \$106,196.40</i>		

6. Council is asked to approve Contract Amendment #9 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water on September 20, 2022. Award to Utility Service Company, Inc. in the amount of \$618,786.00. This firm is located in Perry, GA. This is the final amendment for this contract.

Funding Source: Utilities Columbia Canal WTP (5516206-WM432601-638305) \$502,439.00 and Utilities Lake Murray Water Plant (5516207-WM432601-638305) \$116,347.00. The original budget amount is \$3,365,896.00. The budget amount for this amendment is \$618,786.00. The total revised budget amount is \$3,984,682.00.

Utility Service Company, Inc. is the prime contractor and will provide renovation, painting, and preventative maintenance services at 68.26% (\$422,408.00) of the amendment amount.

The following subcontractors will provide additional services:

Nordic Tank & Tower, Inc., located in Detroit Lakes, MI, will provide blast/paint labor services at 19.51% (\$120,710.00) of the amendment amount.

Carolina Tank Maintenance, LLC, located in Madison, NC, will provide blast/paint labor services at 12.23% (\$75,668.00) of the amendment amount.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 1, 2022

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7. Council is asked to approve Contract Amendment #12 for Project SS7236; Consent Decree Program Management Services, as requested by Columbia Water on September 22, 2022. Award to CDM Smith Inc. in the amount of \$4,100,000.00. This firm is located in Columbia, SC. This is the final amendment for this contract.

Funding Source: Water and Sewer Capital Projects - CD Program Management - Capital Project Costs (5529999-SS723623-658650). The original budget amount is \$4,100,000.00.

This is a Clean Water 2020 Program project. CDM Smith, Inc. will provide program management for the Clean Water 2020 Program in compliance with the Environmental Protection Agency (EPA) Consent Decree, development of Water Information Management System, and oversight of subconsultants at 75.00% (\$3,075,000.00) of the amended amount.

The following subconsultants will provide additional services under Contract Amendment #12:

Atlantic South Consulting Services, LLC, a Minority Business Enterprise located in Columbia, SC, will provide document standardization assistance at 0.51% (\$20,720.00) of the amended amount.

Blue Cypress Consulting, LLC, a Minority Business Enterprise (W) located in Decatur, GA, will provide review of existing data to evaluate the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 3.08% (\$126,566.00) of the amended amount.

Comprehensive Business Consultants, a Minority Business Enterprise (W) located in Columbia, SC, will provide project management oversight services at 7.84% (\$321,394.00) of the amended amount.

DESA Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide document controls support, public outreach assistance, and project support services at 7.82% (\$320,760.00) of the amended amount.

ELL Enterprises, LLC, a Minority Business Enterprise (W) located in Chapin, SC, will provide support services with America Water Works Association (AWWA) compliance, Environmental Protection Agency (EPA) lead and copper rule compliance, Compliance Schedule Authorizing Provisions (CSAP) plan maintenance, Computerized Maintenance Management System (CMMS) maintenance, and asset management processes services at 5.75% (\$235,560.00) of the amended amount.

8. Ordinance No.: 2022-083 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, to add Sec. 14-108, "Discharge of Fireworks" Establishing the Manner and Times of Lawful use of Fireworks and Providing Certain Civil Penalties for Violations thereof

Public Safety Committee Recommendation: 09/27/2022; Approval (3-0). First reading approval was given on October 18, 2022.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 1, 2022

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9. Ordinance No.: 2022-092 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Framework, a Portion of Richland County TMS #11501-01-04, 11501-01-21 and 11501-01-01)

First reading approval was given on October 18, 2022.

10. Ordinance No.: 2022-095 - 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. 23-149 Sewer service rates

First reading approval was given on October 18, 2022.

11. Ordinance No.: 2022-096 - Authorizing the Conveyance of 0.16 Acre (6,989 SF) being a portion of unopened Washington Street; Richland County TMS#09009-10; CF#250-579 Project Name: Proposed Hotel at Wayne Street and Hampton Street

First reading approval was given on October 18, 2022.

ORDINANCES - FIRST READING

12. Ordinance No.: 2022-097 - Granting an encroachment to Emily Bryan for the use of the right of way area of the 2700 block of Kingswood Drive and the 1000 block of Adeline Drive for the installation and maintenance of crosstie barriers and hardwood mulch adjacent to 2734 Kingswood Drive, Richland County TMS#11215-09-17
13. Ordinance No.: 2022-098 - Granting an encroachment to Alice Palace Properties LLC, for the use of the right of way area of the 1400 block of Barnwell Street for the installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street, Richland County TMS#11406-01-14 and 11406-01-15

RESOLUTION

14. Resolution No.: R-2022-091 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Flock Group Inc. to the list of agencies



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 1, 2022

EVENT RESOLUTION

15. Resolution No.: R-2022-085 - Authorizing consumption of beer and wine only at Colaroo/USC Event and Fundraiser within Santee Avenue between Blossom Street and Harden Street on Wednesday, November 16, 2022

OTHER MATTERS

16. Council is asked to approve the Establishment of the Office of Violent Crime Prevention and an Appropriation from the City's American Rescue Plan Act funding in the amount of \$150,000.00 for Fiscal Year 2022/2023, as requested by The Honorable Daniel J. Rickenmann, Mayor. An annual budget for each phase will be submitted to City Council as part of the budget process.

Funding Source: American Rescue Plan Act State and Local Fiscal Recovery Funds

17. Council is asked to approve an Appropriation from the City's American Rescue Plan Act funding for the Office of Violent Crime Prevention for Fiscal Years 2023/2024 and 2024/2025 in the total amount of \$652,800.00, as requested by The Honorable Daniel J. Rickenmann, Mayor. An annual budget for each phase will be submitted to City Council as part of the budget process.

Funding Source: American Rescue Plan Act State and Local Fiscal Recovery Funds

18. Council is asked to approve the Food Insecurity Solutions Initiative and an Appropriation from the City's American Rescue Plan Act funding in the total amount of \$300,000.00, as requested by The Honorable Tina N. Herbert.

Funding Source: American Rescue Plan Act State and Local Fiscal Recovery Funds

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

19. Affordable Housing Task Force Report - The Honorable Tina N. Herbert
20. Council Legislative Committee Report - The Honorable Daniel J. Rickenmann, Mayor

PUBLIC INPUT



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 1, 2022**

EXECUTIVE SESSION

21. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)
- *Project Framework*
 - *GSM of North Main, LLC and Peak Drift Beverages, LLC*

ADJOURNMENT



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the October 4 and October 18, 2022 Council Meeting Minutes and the October 18, 2022 Work Session Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** MN_10_04_2022 (PDF)
- **#b:** MN_10_18_2022 (PDF)
- **#c:** MN_10_18_2022_WS (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

The Columbia City Council conducted a meeting on Tuesday, October 4, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore called the meeting to order at 4:00 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. The Honorable Daniel J. Rickenmann, Mayor joined the meeting at 5:00 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Dr. Bussells and seconded by Mr. Taylor, Council voted unanimously to adopt the agenda as presented.

PUBLIC INPUT ON AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the May 24 and May 31, 2022 Budget Workshop Minutes; August 16, 2022 Council Meeting Minutes; August 23 and August 30, 2022 Work Session Minutes. – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Taylor, Council voted unanimously to approve the May 24 and May 31, 2022 Budget Workshop Minutes; August 16, 2022 Council Meeting Minutes; and August 23 and August 30, 2022 Work Session Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

PRESENTATIONS

2. National Hispanic Heritage Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed September 15 through October 15, 2022 as National Hispanic Heritage Month in the City of Columbia.

Ms. Tanya- Rodriguez-Hodges, Latino Communications Executive Director said thank you for the excellent acknowledgement of our growing Hispanic Latino population here in South Carolina and in our beautiful Midlands. Columbia is the home to over 17 countries that speak Spanish. We have grown exponentially over the last two decades bringing our totality closer to 10%. We are one of the fastest growing cities and states that Hispanic communities are honored to move to because of the lovely temperatures and the hospitable people. On behalf of our non-profit organization, Latino Communications, our staff, and others that are here today, we simply just want to say thank you for acknowledging the magnificent contributions that we have made to our city.

3. National Code Compliance Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the month of October 2022 as National Code Compliance Month in the City of Columbia.

Mr. David Hatcher, Code Enforcement Director said thank you Mayor Pro-Tem and City Council. We are humbled by this presentation. We appreciate everything that Council and City Management does for us.

Councilor Herbert said I am thankful for the entire team and the patience that you have, particularly with my district. I appreciate the positive responses that I get from people when you all come out and assist them. Keep up the good work.

Councilor Duvall said we have around 117 organized neighborhood groups in the City of Columbia. We attend these neighborhood meetings and always have a code enforcement person there with us. Code Enforcement not only works during the day but are also out at night at these meetings listening and getting a long list of to-dos. I appreciate all the time that you all put in for the city.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

Councilor Bussells said your work is incredibly important in making sure that our city represents what we value, which is a city that is vibrant and safe. I want to thank you all being flexible with this new Council and working hard to address some of the challenges that we hear from our constituents. Just know that we appreciate and notice the hard work that your team is doing.

4. National Community Planning Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the month of October 2022 as National Community Planning Month in the City of Columbia.

Ms. Krista Hampton, Planning and Development Services Director said thank you for this recognition. We are a small but mighty staff. I would encourage you to look at our recent annual report to show what this staff has done. The accomplishments are remarkable between annexations, bike/pedestrian, and historic preservation.

Councilor Brennan said thank you Krista and your team for everything that you have done to take us to the path to grow the city in a smart way. We are very appreciative of everything you have done and where we are going with your vision.

Councilor Duvall said we should have had the Planning Department before we had Code Enforcement because it's the planning that lays the groundwork of a beautiful city and it's the code enforcement that keeps it beautiful. Thank you for what you and your wonderful staff do.

CONSENT AGENDA ITEMS 5 THROUGH 22

Councilor Bussells said for item five, we need to identify ways in which we can allow the water staff to benefit from some of the services that the nonprofit provides. I appreciate you all making those connections and helping make it very clear why this is funded in the way that it is.

Upon a single motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve Consent Agenda **Items 5** through **22**.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

5. Council is asked to approve a Modified Professional Services Agreement for Fiscal Year 2022/2023 for Computer Training, Job Search/Preparation, and Online Classes for our most vulnerable populations and Online Training for the Columbia Water Utility Operations Staff, as requested by the Community Development Department. Award to Fast Forward in the amount of \$100,000.00, which is not an increase from the previous fiscal year. This firm is located in Columbia, SC. – *Approved*

Funding Source: Community Development (1014320-636600) \$50,000.00 and Water & Sewer Special Projects (5518415-636600) \$50,000.00. The original budget amount is \$100,000.00.

6. Council is asked to approve an Annual Contract for Elevator Maintenance Services, as requested by the Support Services Division on August 27, 2022. This is year three of the initial four year contract period. Award to Otis Elevator using the OMNIA Agreement in the amount of \$145,949.64, which does not include a price increase. This firm is located in West Columbia, SC. – *Approved*

Funding Source: Utilities Lake Murray Water Plant - Maintenance & Service Contract (5516207-638200) \$13,821.12, General Support Services - Maintenance & Service Contract (1011201-638200) \$22,281.60, Drew Wellness Center - Maintenance & Service Contract (1015115-638200) \$2,630.64, Support Services Public Building - Maintenance & Service Contract (5511219-638200) \$26,153.64, Parking Taylor Street Deck - Maintenance & Service Contract (5313107-638200) \$5,397.84, Parking Sumter Street Park - Maintenance & Service Contract (5313106-638200) \$10,795.68, Parking Arsenal Hill Deck - Maintenance & Service Contract (5313103-638200) \$5,087.16, Parking Lady Street Deck - Maintenance & Service Contract (5313104-638200) \$10,795.68, Parking Washington Street Deck - Maintenance & Service Contract (5313108-638200) \$5,397.84, Parking Park Street Deck - Maintenance & Service Contract (5313109-638200) \$5,676.00, Parking PJ Cannon Deck - Maintenance & Service Contract (5313114-638200) \$14,394.00, Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$5,976.12, Parking Lincoln Street Deck - Maintenance & Service Contract (5313112-638200) \$5,779.68, Parking Devine Street Deck - Maintenance & Service Contract (5313115-638200) \$11,762.64. The original budget amount is \$145,949.64.

7. Council is asked to approve a Contract Renewal for NowCare Premium Support Services with additional software hosting, equipment, and maintenance, as requested by the Parking Services Department on September 8, 2022. This is year one of three renewal options. Award to Amano McGann, Inc. in the amount of \$158,126.04, which does not include a rate increase. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Parking Lady Street Deck, Maintenance and Service Contract (5313104-638200) \$39,531.51; Parking Sumter Street Deck, Maintenance and Service Contract (5313106-638200) \$39,531.51; Parking Park Street Deck, Maintenance and Service Contract (5313109-638200) \$39,531.51; Parking Lincoln Street Deck, Maintenance and Service Contract (5313112-638200) \$39,531.51. The original budget amount is \$158,126.04.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

8. Council is asked to approve a Contract Renewal for Kronos Workforce Subscription Software Services and Equipment Support, as requested by the Budget, Program Management, and Grants Office on August 10, 2022. Award to Kronos, Inc., a UKG Company, in the amount of \$258,703.72. This vendor is located in Lowell, MA. – *Approved*

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170) \$203,326.41; Program Management Office - Maintenance & Service Contract (6218950-638200) \$55,319.25. The original budget amount is \$258,703.72.

Kronos, Inc., a UKG Co.	2022	% Increase	Contract Period
Kronos Workforce	\$118,896.46	2.0%	9/25/2022 - 9/24/2023
Equipment Support	\$51,682.15	4.0%	9/28/2022 - 9/27/2023
Telestaff	\$84,488.01	4.0%	10/26/2022 - 10/25/2023
Taxes	\$3,637.10		
Total	\$258,703.72		

9. Council is asked to ratify the Purchase of 793 Blue 95 Gallon Recycling Roll Carts, as requested by the Public Works Department on July 29, 2022. Award to Schaefer Systems International, using the Houston-Galveston Area Council Cooperative Contract in the amount of \$51,401.74 which includes a 1.2% increase. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Solid Waste Recycling - Rollcarts and Recycle Bins (1014407-627600). The original budgeted amount is \$51,401.74.

10. Council is asked to approve the Purchase of 2,496 Green 96 Gallon Refuse Roll Carts, as requested by the Public Works Department. Award to Toter, LLC, using the OMNIA Cooperative Contract in the amount of \$165,019.58, which includes a 7% increase. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Solid Waste Recycling - Roll Carts and Recycle Bins (1014407-627600). The original budget amount is \$165,019.58.

11. Council is asked to approve a new Contract for Supervisory Control and Data Acquisition/Instrumentation Maintenance for the Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water on February 24, 2022. Award to CITI, Inc. in an amount not to exceed \$86,104.00. This vendor is located in Charlotte, NC. – *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

Funding Source: Utilities Control Canal Water Treatment Plant - Professional Services (5516206-636600) \$43,052.00; Utilities Control Lake Murray Water Treatment Plant - Professional Services (55162067-636600) \$43,052.00. The original budget amount is \$87,000.00.

12. Council is asked to approve a Contract Renewal for the Water and Sewer Rate Study, as requested by Columbia Water on September 6, 2022. This is year one of three renewal options. Award to Black & Veatch Management Consulting, LLC in the amount of \$148,989.00, which does not include a price increase. This firm is located in Columbia, SC. – *Approved*

Funding Source: Admin Assistant City Manager - Professional Services (5511109-636600). The original budget amount is \$148,989.00.

Black and Veatch Management Consulting, LLC will provide a comprehensive water and sewer rate study to develop a 5-year integrated financial plan at 90.00% (\$134,091.00) of the total contract amount.

The following firm will provide additional services:

Civil Engineering Consulting Services, a Minority Business Enterprise (W) located in Columbia, SC, will provide financial planning and rate study services at 10.00% (\$14,898.00) of the total contract amount.

13. Council is asked to approve a new Contract to Purchase Dezurik Plug Valves for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 28, 2022. Award to Dezurik Water Controls, as a Sole Source in an amount not to exceed \$396,219.60. This vendor is located in Minneapolis, MN. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-658650) and WCPS Improvements-Capital Project Costs (SS756401-658650). The original budget amount is \$396,219.60.

14. Council is asked to approve a new Contract to Purchase Flygt Pumps, Parts, Repair Services, and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 2, 2022. Award to Xylem Water Solutions USA Inc. as a Sole Source in an amount not to exceed \$485,348.51. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Water and Sewer Capital Projects - NCPS Upgrade - Capital Project Costs (5529999-SS746701-658650). The original budget amount is \$485,348.51.

15. Council is asked to approve new Contracts to Purchase Replacement Vehicles for Various Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$2,160,235.22. – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$2,160,235.22

Vendor and Location	Description	Procurement Method
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	2023 Ford F-350 Truck for the Columbia Fire Department requested on August 22, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$67,610.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Three (3) 2023 Ford Ranger Trucks for the Columbia Fire Department requested on September 5, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$105,939.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Two (2) 2023 Ford Ranger 2WD XL Trucks for the Columbia Fire Department requested on September 5, 2022	SC State Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$69,492.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Two (2) 2023 Ford F-150 Police Responder Crew Cab for the Columbia Police Department requested on August 12, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$89,256.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Thirteen (13) 2023 Nissan Altima S Vehicles for the Columbia Police Department and Two (2) 2023 Nissan Altima S Vehicles for Business License Department requested on August 24, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$367,950.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Ten (10) 2023 Ford F-150 Regular Cab 2WD XL for the Code Enforcement Division requested on August 12, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$309,240.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	2023 Ford F-450 2WD XL Truck for the Parks and Recreation Department requested on September 7, 2022	Sourcewell Cooperative Contract



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$64,214.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	One (1) 2023 Ford F-350 Truck for the Parks and Recreation Department and One (1) 2023 Ford F-350 Truck for the Forestry and Beautification Division requested on August 16, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$117,026.00</i>		
Vermeer Mid Atlantic, Inc. Charlotte, NC	Vermeer Brush Chipper for the Forestry and Beautification Division requested on August 23, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$59,220.72</i>		
Blanchard Machinery West Columbia, SC	Caterpillar Wheel Loader for the Solid Waste Division requested on August 23, 2022	SC State Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972- 627500) - \$185,192.50</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Seven (7) 2024 Ford F-650 Strait Frame Trucks for the Solid Waste Division requested on August 22, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$725,095.00</i>		

16. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 218 Carolina Street; TMS#08816-09-09 - *First reading approval was given on September 20, 2022 – Approved on second reading.*

Ordinance No.: 2022-088 - Annexing 218 Carolina Street, Richland County TMS #08816-09-09 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Core mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family - Mill village District (RD-MV), a portion within the Floodplain Overlay District (OV-FP), at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Kenneth L. Tisdale and Carmen M. Tisdale

Staff Recommendation: Approval

PC Recommendation: 07/14/2022; Approval (6-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

17. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 157 Saskatoon Drive; TMS# 22015-02-10 - *First reading approval was given on September 20, 2022 – Approved on second reading.*

Ordinance No.: 2022-087 - Annexing 157 Saskatoon Drive, Richland County TMS #22015-02-10 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential - Small Lot (UER-1) and assign zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-MD by Richland County.

Applicant: Daryl E. Jenkins

Staff Recommendation: Approval

PC Recommendation: 07/14/2022; Approval (6-0)

18. Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 79.05 acres N/S Percival Road, 4407 Percival Road and 0.775 acres E/S Newland Road, TMS#25600-03-04 and 25600-03-30 - *First reading approval was given on September 20, 2022 – Approved on second reading.*

Ordinance No.: 2022-086 - Annexing and Incorporating 79.26 acres N/S Percival Road, 4407 Percival Road and 0.775 acres E/S Newland Road, Richland County TMS# 25600-03-04 and TMS# 25600-03-30 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classifications of Urban Edge Residential Small Lot (UER-1), Urban Edge Multi-Family (UEMF), and Urban Edge Community Activity Center (UEAC-1), and zone the property Residential Mixed District (RM-1), Residential Mixed District (RM-2), and Light Industrial District (LI). The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: C. Ray Miles and VWV, LLC

Staff Recommendation: Approval

PC Recommendation: 09/08/2022; Approval (6-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

19. Future Land Use Map Amendment for 12.59 acres, Shop Road Extension; TMS #16200-01-25 - *First reading approval was given on September 20, 2022 – Approved on second reading.*

Ordinance No.: 2022-084 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 12.59 acres, Shop Road Extension; Richland county TMS# 16200-01-25; annexed by Ordinance No 2022-050 enacted June 21, 2022 – Approved on second reading.

Council District: 3

Proposal: Request to confirm the future land use classification of Industrial (IND). The property is currently assigned interim future land use classification of Industrial (IND).

Applicant: Metal Park Investors 3, LLC, a South Carolina limited liability company

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

20. Zoning Map Amendment for 12.59 acres, Shop Road Extension; TMS# 16200-01-25 - *First reading approval was given on September 20, 2022 – Approved on second reading.*

Ordinance No.: 2022-085 - Amending the Official Zoning Map to confirm the zoning for 12.59 acres Shop Road Extension, Richland County TMS# 16200-01-25; annexed by Ordinance No. 2022-050 enacted June 21, 2022 – Approved on second reading.

Council District: 3

Proposal: Request to confirm the zoning of Light Industrial (LI). The property currently has interim zoning of Light Industrial (LI).

Applicant: Metal Park Investors 3, LLC, a South Carolina limited liability company

Staff Recommendation: Approval

PC Recommendation: 05/12/2022; Approval (4-0)

21. Ordinance No.: 2022-079 - Granting an encroachment to Jay's Bar and Grill for the use of the right of way area of the 900 block of Gervais Street for the installation and maintenance of one hanging sign, one gate with two brick columns, horizontal metal railings and cables to be added to existing brick columns and to the south end of the covered porch, a black metal railing on the covered porch and a wall-mounted television adjacent to 902 Gervais



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

Street, Suite F, Richland County TMS# 08916-02-01 - *First reading approval was given on September 20, 2022 – Approved on second reading.*

22. Ordinance No.: 2022-094 - Granting a Franchise to Ride Jaunt, LLC for operation of a micro-transit free-ride service in the downtown University of South Carolina area - *First reading approval was given on September 20, 2022 – Approved on second reading.*

ORDINANCES - SECOND READING

23. Ordinance No.: 2022-012 - A Fifteenth Supplemental Ordinance providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the Aggregate Principal Amount of not exceeding \$85,000,000, in order to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; 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; Prescribing the Form and Details of Such Bonds and Other Matters Relating Thereto. - *First reading approval was given on March 1, 2022 – Approved on second reading.*

Attorney Estimated Costs of Issuance		
Service	Provider	Cost
Co-Bond Counsel, Tax Counsel	Burr Forman (<i>Michael Seezen, Ryan Gentry, John Nason, Jeff Allen</i>)	197,500
Co-Bond Counsel	Johnson, Toal, Battiste (<i>George Johnson</i>)	80,000
Co-Underwriter's Counsel	Parker Poe (<i>Ray Jones, Emily Luther, Emily Zackon</i>)	100,000
Co-Underwriter's Counsel	Starkes Law (<i>F. Xavier Starkes</i>)	40,000

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give second reading approval to Ordinance No.: 2022-012 - A Fifteenth Supplemental Ordinance providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the Aggregate Principal Amount of not exceeding \$85,000,000, in order to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor,



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

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; Prescribing the Form and Details of Such Bonds and Other Matters Relating Thereto. Ms. Herbert was not present for the vote.

ORDINANCES - FIRST READING

24. Ordinance No.: 2022-082 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, to add Article XIII, Purveyors of Cannabis Products – *Approved on first reading.*

Public Safety Committee Recommendation: 09/27/2022; Approval (3-0)

Councilor Taylor said this ordinance requires the sellers of THC and cannabis products to post warning signs equal to 50% of the size of the signs selling the product, warning the consumers that this product may possibly cause you to fail a workplace drug test. These are legal products with unintended consequences of people failing drug tests and losing their jobs. It is a detriment to employers who are losing good employees. It is our duty to warn our folks that there is a downside to be aware of when you consume.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-082 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, to add Article XIII, Purveyors of Cannabis Products.

RESOLUTIONS

25. Resolution No.: R-2022-074 - Resolving to Consider Ordinance No.: 2022- 081 Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principle Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops; and, Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring this Ordinance to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance – *Approved*

Public Safety Committee Recommendation: 09/27/2022; Approval (3-0)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

Councilor Duvall said this is a resolution instead of an ordinance because the change that will be made to implement the restriction on the location of vape shops and others that are covered by this ordinance has to be part of the zoning laws and it goes through the Planning Commission. We are asking you to approve this resolution today and we will invoke the pending ordinance doctrine. Once we pass this resolution today, our staff will be instructed not to do anything against this particular ordinance when it is finally passed. The will of the Council is that these shops fall under the ordinance as it comes back to us from the Planning Commission.

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to approve Resolution No.: R-2022-074 - Resolving to Consider Ordinance No.: 2022- 081 Amending the 1998 Code of Ordinances, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Section 17-4.2, Principle Uses, to add Provisions Governing Smoke or Vape Shops, and Article 9, Definitions and Measurements, to add Definitions concerning Smoke or Vape Shops; and, Setting and Advertising to the Public the Date of a Public Hearing on this Ordinance; and, referring this Ordinance to the Planning Commission for its Consideration; and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance.

26. Resolution No.: R-2022-083 - Approving the Planting of a Tree and Placement of a Plaque at the Southwest Corner of the South Carolina Crime Victims' Memorial Garden and Path of Remembrance in the Riverfront Park South Parking Lot in Remembrance of Officer Roy Andrew "Drew" Barr, Jr. – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-083 - Approving the Planting of a Tree and Placement of a Plaque at the Southwest Corner of the South Carolina Crime Victims' Memorial Garden and Path of Remembrance in the Riverfront Park South Parking Lot in Remembrance of Officer Roy Andrew "Drew" Barr, Jr.

EVENT RESOLUTIONS

27. Resolution No.: 2022-051 Authorizing consumption of beer and wine beverages only at the SC Pride Festival on Friday, October 14, 2022 and Saturday, October 15, 2022 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: 2022-051 Authorizing consumption of beer and wine beverages only at the SC Pride Festival on Friday, October 14, 2022 and Saturday, October 15, 2022.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

PUBLIC COMMENT ON ROAD CLOSURE

Council opened the public hearing at 4:36 p.m.

28. Closure of Falling Springs Court – *Received as information. No action was taken.*

No one appeared at this time.

Council closed the public hearing at 4:37 p.m.

CITY MANAGER'S REPORT

29. Rapid Shelter Columbia Update - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said we want to give Council more details on the great work that is going on with our new initiative Rapid Shelter Columbia. The talent and the skill sets of the City of Columbia team are quite remarkable. You will agree with me when you see some of the pictures of what we have been able to do in just a matter of a few weeks. I think this is a great opportunity for the public to begin to see the transformation of what we are working towards for Rapid Shelter Columbia.

Mr. Kevin Keisler, General Services Director said on September 7, 2022 we had the press conference onsite which started our process. On September 7th and 8th, we started site clearing. On September 12th, we completed the site clearing. On September 13th, we started grading the site to get it ready for the underground work. We had Dominion on site putting in our electrical service and setting the new transformer. On September 19th, we rough graded the site. On September 20th, we had gutter installation and storm drain work. On September 22nd, we completed the storm drain and we had the electrical service installed. On September 29th, right before Hurricane Ian, we were able to get the electrical in place and get meters installed. The pallet shelter site is located at 191 Calhoun Street. Sidewalk installation will start next Monday, October 10th through the 17th. Artificial turf will be put down between the pallet shelters for easy cleanup and to help with drainage at the site. During October 24th through the 28th, the pallet shelters will arrive on site with the anchoring and electric connections. The tentative opening for Rapid Shelter Columbia is November 1st. Pallets staff will arrive on October 23rd in Columbia, South Carolina. The units will arrive the next day and they will start the unloading process. They will have staff prepared to train approximately six to eight individuals. On October 25th, the team leaders will supervise a crew of four to five volunteers that will be installing the shelters. On October 26th through 28th, we will



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

start anchoring and installation of electrical components. On October 27th, we will have the final installation and complete the inside of the units.

Ms. Teresa Wilson, City Manager said we have made a formal request for volunteers to a very formidable partner here in Columbia. It takes about an hour to put together a unit with four to five volunteers per crew. We are very hopeful that this is going to be done in record time.

Councilor Taylor asked if the camera systems will be in place in all entryways.

Mr. Kevin Keisler, General Services Director said it will be a total of 29 cameras installed at the site. We worked with Director Tinsley and the Police Department for the locations of cameras. We are also adding site lighting in this location.

Ms. Teresa Wilson, City Manager said the cameras will be monitored from the Emergency Operations Center. From a security management standpoint, the chief and his team are finishing up interviews with three vendors. We will have a specific contract for security services that will come before Council probably on October 18th. We are definitely putting emphasis on security, safety, and lighting. The three positions that are being recruited are the director of homeless services, the homeless services project manager, and the homeless services program specialist. We have already begun interviewing. We are finishing up that process this week for the director and the project manager. Part of their responsibilities will be to assist with establishing guidelines, regulations, and dignity standards that will have to be followed for Rapid Shelter Columbia. The rapid shelter pods are a tool in the toolbox. Nobody is saying it is going to solve every problem. This non-congregate setting will be in place where we traditionally have the Inclement Weather Center and will operate 365 days 24/7. I don't anticipate we will have all 50 pods filled on November 1st. I think that would be very ambitious. We are working with Transitions and other providers to help us identify those individuals that would do well in a pod. We want to make sure that the 50 individuals rolling through the pods are getting the wraparound services they need so we can move them into a more permanent situation. This leads into the contracts that are on the agenda. We need for continuity of services. We are talking about three shifts of house managers, house assistants, and shift workers. Transitions used to operate the overflow center. We still need them to do that. We need to replicate the same amount of staff to also operate the pod side. We will also use our three staff persons at the top to begin to schedule clinicians and providers to be on site during the day so that we are bringing the services to the individuals that will be there all the time at the pods. The Salvation Army is still doing the meals. The city is now going directly with these providers versus having a middle person doing this for us.

Mayor joined the meeting at 5:00 p.m.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

Councilor Bussells said the new staff members need to build infrastructure or some sort of incentive structure built in place so that those experiencing chronic homelessness know that this is not a permanent solution. That requires placing trust and pressure on our provider partners. City Council can certainly help with making sure that our state and regional partners buy into this program. I will be asking all of my colleagues to help me in advocating for some of these to make sure we can really keep this what it is, a rapid short term solution for a long term problem. It sounds like it is going to be an amazing environment that is really focused on trauma informed with dignity. We need to think about different triaging and ways in which we can leverage existing providers and programs. I would love the Economic and Community Development Committee look closely at some of our CDBG dollars that are focused on homelessness so that it's not all coming out of our general fund.

There was a consensus of Council to refer the discussion of using CDBG funds for Rapid Shelter Columbia to the Economic and Community Development Committee.

CONSIDERATION OF AGREEMENTS FOR RAPID SHELTER COLUMBIA

30. Council is asked to Ratify an Emergency Procurement and Approve a Master Product and Services Agreement for Rapid Shelter Columbia, as requested by Operations on September 1, 2022. Award to Pallet in the amount of \$603,653.16. This vendor is located in Everett, WA. – *Approved*

Funding Source: General Capital Projects – Capital Projects Cost – Rapid Deployment Shelter Project – Capital Projects Costs (4039999-658650-CP901301-658650)

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to Ratify an Emergency Procurement and Approve a Master Product and Services Agreement for Rapid Shelter Columbia, as requested by Operations on September 1, 2022. Award to Pallet in the amount of \$603,653.16. This vendor is located in Everett, WA.

31. Resolution No.: R-2022-087 - 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 2022-2023 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-087 - 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 2022-2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

32. Resolution No. R-2022-088 - Authorizing the City Manager to execute a Professional Services Agreement for the Rapid Shelter Columbia & Overflow Program between the City of Columbia and the Salvation Army for Fiscal Year 2022-2023 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No. R-2022-088 - Authorizing the City Manager to execute a Professional Services Agreement for the Rapid Shelter Columbia & Overflow Program between the City of Columbia and the Salvation Army for Fiscal Year 2022-2023.

33. Resolution No.: R-2022-089 - Authorizing the City Manager to execute Professional Services Agreement for the Rapid Shelter & Overflow Program between the City of Columbia and the Midlands Housing Alliance for Fiscal Year 2022-2023 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-089 - Authorizing the City Manager to execute Professional Services Agreement for the Rapid Shelter & Overflow Program between the City of Columbia and the Midlands Housing Alliance for Fiscal Year 2022-2023.

34. Resolution No.: R-2022-078 - 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 2022-2023 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2022-078 - 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 2022-2023.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

There was a consensus of Council to refer the discussion of the Community Development Department and Development Corporations' housing initiatives and goals for fiscal year 2023/2024 to the Economic and Community Development Committee.

There was a consensus of Council to refer the discussion of creative options to address food insecurities to the Economic and Community Development Committee.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

35. Public Safety Committee September 27, 2022 Report - The Honorable Howard E. Duvall, Jr.

Councilor Duvall said we have the fireworks ordinance that we would like to bring to the Council agenda for the next meeting. We have reviewed the fireworks ordinance and we think it's ready. The fireworks ordinance is patterned after the ordinance that Richland County is looking at. We are a little bit further along than they are. Mainly it says that you are permitted to have fireworks and use fireworks in the city.

36. Columbia Economic Development Department Action Plan - Mr. Ryan Coleman, Economic Development Director – *Received as information.*

Economic and Community Development Committee Recommendation: 09/13/2022; Endorsement (3-0)

ORDINANCES - SECOND READING

37. Amendments to the Unified Development Ordinance - Off Street Parking Standards

Ordinance No.: 2022-091 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5, Development Standards, Sec. 17-5.2, Off-Street Parking, Bicycle Parking, and Loading – Approved on second reading.

Proposal: Request to amend Table 17-5.2 (D)(1), Minimum Number of Off-Street Parking Spaces, to add MU-1, MU-2, NAC, CAC, and RAC to "no minimum" column; eliminate parking requirements for non-residential uses occupying buildings of 7,500 sq. ft. or less citywide; and reduce requirements for certain warehouse and manufacturing uses

Applicant: Krista Hampton, Director of Planning & Development Services; Members of Columbia City Council

Staff Recommendation: Approval

PC Recommendation: 07/14/2022; Approval (6-1) proposing to City Council to include .5 spaces per bed and for private and public dormitories

First reading approval was given on September 20, 2022.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 4, 2022

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted six (6) to one (1) to give second reading approval to Ordinance No.: 2022-091 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 5, Development Standards, Sec. 17-5.2, Off-Street Parking, Bicycle Parking, and Loading. Mr. Taylor, Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Duvall voted nay.

PUBLIC INPUT

Ms. Diane Wiley, Belvedere Neighborhood President said we are having a Harvest Time pop-up shop at Gunter's Chapel Baptist Church, 1631 Windover Street, on October 29, 2022 from 12 p.m. to 5 p.m. We will have food vendors, bounce houses, games, and fellowship.

Ms. Susan McPherson, Columbia Chamber of Commerce Vice President of Public Policy & Military Affairs said on behalf of the chamber, the board, and our 1200 partners throughout the City of Columbia, thank you for your work to remove the parking requirements. This is going to be a tremendous help for moving the city forward for economic growth and help out our small businesses. It also gives us an opportunity to create a better environment for people to live, work, and play. This is supportive of the business friendly initiatives that you have enacted. On behalf of the business community, we will be honoring Chief Holbrook as the Public Servant of the Year. I can't tell you how deserving that is and thank you so much for all the work you and your team are doing.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 5:34 p.m. for the discussion of Items **38** and **39**.

38. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Legislative Affairs*
39. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)(2)
 - *Deliverance and Revival Center Church vs. City, et al.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 4, 2022**

ADJOURNMENT

The meeting was adjourned at 6:15 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 18, 2022

The Columbia City Council conducted a meeting on Tuesday, October 18, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:10 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

Councilor Taylor took a moment of personal privilege to introduce Mark Fisher as proprietor of Ambrosia, which is a new restaurant on Main Street. Welcome to Columbia. You have a beautiful restaurant and I enjoyed a great dinner last night.

Mr. Mark Fisher, Ambrosia Restaurant partner introduced George Simbus and Jay Floyd as the managing partners of Ambrosia. A lot of hard work went into the building. We look forward to serving you all authentic Greek food. The recipes are generational going all the way back to George's grandmother and mother.

Mr. Jay Floyd, Ambrosia Restaurant managing partner said thank you for having us. We look forward to serving you when you come over.

Mr. George Simbus, Ambrosia Restaurant managing partner said thank you for the opportunity to serve Columbia and hopefully do something for this block.

Mayor Rickenmann said thank you for your investment. I can't wait to try it.

ADOPTION OF THE AGENDA

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

PUBLIC INPUT ON AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the September 6 and September 20, 2022 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the September 6 and September 20, 2022 Council Meeting Minutes.

PRESENTATIONS

2. Domestic Violence Awareness Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the month of October 2022 as Domestic Violence Awareness Month in the City of Columbia.

Mayor Rickenmann said the Domestic Violence Walk is on Saturday, October 29, 2022 at Page Ellington Park, 2220 Gregg Street.

3. American Pharmacists Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the week of October 25-31, 2022 as American Pharmacists Legislative Week in the City of Columbia.

4. 2022 Fire Prevention Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the month of October 2022 as Fire Prevention Month in the City of Columbia.

Mr. Aubrey Jenkins, Chief of the Columbia-Richland Fire Department said thank you mayor and Council. It is always our desire to keep Columbia and Richland County safe from fire. The theme for this year is: fire won't wait, plan your escape. Fire prevention is not just an October thing, it's year round. We did inspections, demonstrations, and we have really focused on working with schools. We even did a fire drill at one of the city buildings today to make sure that we are safe.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

5. Employee Recognitions and an Introduction - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said we would like to extend a special thank you to Sgt. Mary Sumter and Officer Eunice Ferguson for representing the Columbia Police Department while joining other Midlands law enforcement as Honor Guards for the 9/11 Memorial Service. Division Chief William Brosius of the Columbia-Richland Fire Department was the keynote speaker. Additionally, Chief W.H. "Skip" Holbrook joined Major Roberts and Lt. Wesley at Eastminster Presbyterian Church, for the Servant Leaders service and awards luncheon. At the luncheon, two of our up and coming female police officers were recognized and presented with the Eastminster Presbyterian "Servant Leaders" award; Officer Lauren Bazel (South East Region) and Officer Ashanti Rembert (TRU) along with Captain Kevin Patterson of the Columbia-Richland Fire Department.

Mr. William Holbrook, Columbia Police Department Chief said thank you for allowing the Police Department and Fire Department to be recognized. Chief Jenkins, thank you for your leadership and your continued partnership. The Servant Leadership Award speaks for itself. These two ladies are fairly new police officers and they have found their role in our department very quickly. I have seen them both in action and I can tell you that they represent us very well. Sergeant Sumter is a professional standards internal affairs sergeant and she does a spectacular job. Most importantly, she mentors our young police officers, especially our young female police officers. Officer Eunice Ferguson represents over 30 years on the job. She retired with distinction and she is now a school resource officer. I would like to recognize Sargent Leroy Solomon. This is another example of someone that puts service before self. After 27 years, he retired with distinction as a sergeant. He has chosen to come back and represents us every single day keeping this building safe and looking after our city manager and staff every day. It is my pleasure to recognize him with a five year service pin for his second go around. Lastly, I want to recognize Southeast Region Captain P.J. Blendowski, a 20-year veteran of the Columbia Police Department. The FBI National Academy is an opportunity that is afforded to less than 1% of law enforcement in the United States. It is very difficult to be selected. The graduation ceremony took place on September 13, 2022 in Quantico, Virginia. Captain Blendowski was among 235 fellow law enforcement officers to receive the graduate distinction. His performance exemplifies all that is expected of a leader and a law enforcement professional. It is my pleasure to recognize him for this achievement and for his 20 years of service.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Ms. Missy Gentry, Assistant City Manager for Development said I believe Gloria Saeed was hired 20 years ago. Gloria has held several positions. She started with the city as a loan officer. She served as deputy director for housing and development, executive director for CHDC and TNDC, and interim director of Community Development. In 2017, she was promoted to director of the Community Development Department. There is never a moment that I have dealt with Gloria when she hasn't been anything other than professional and kind regardless of the message she is delivering. She is a true public servant. She cares about the city, her community, and all of the individuals that she serves. I want to thank her for her service and we appreciate all that she has contributed. Today is also her birthday.

Ms. Teresa Wilson, City Manager said I am really excited about two new hires. The City of Columbia announces Kameisha Heppard as the director of Homeless Services for the City of Columbia. As the director of homeless services, she will develop the necessary systems and programs for Rapid Shelter Columbia to provide accountability for the city's overall strategies and outcomes to address homelessness. She will serve as a liaison for the city to coordinate and strengthen community partnerships in an effort to provide greater impact through the agencies and organizations. Kameisha has an Associate's Degree in Applied Science, Bachelors of Science in Social Work, and a Masters of Social Work which she received from the University of South Carolina. She is certified in trauma informed care, child welfare, and forensics. She specializes in working with substance abuse clients and their families as well as children, adolescents, and adults in need of counseling. Our second new hire is Mackin Wall. She will be the new homeless services project manager. Mackin has served the homeless community for several years through her educational pursuits, volunteerism, and work experience. She is also a University of South Carolina graduate. She has a Bachelors of Arts in Anthropology and Masters of Social Work. She specializes in project management, outreach, fundraising, and building a network of community partners. As project manager, she will manage the day-to-day operations of Rapid Shelter Columbia and provide oversight for the provision of wraparound services and other strategies for homeless services.

Mayor Rickenmann said we can't go without recognizing Chief Holbrook for being named the Chamber of Commerce Public Servant of the Year. Congratulations Chief.

CONSENT AGENDA ITEMS 6 THROUGH 18

Upon a single motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Consent Agenda **Items 6** through **18**.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

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6. Council is asked to approve a Fiscal Year 2022/2023 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$72,000.00, which is not an increase from the previous fiscal year. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$72,000.00.

 7. Council is asked to approve a Fiscal Year 2022/2023 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Ed Givens - Fellowship Strategies, LLC in an amount not to exceed \$72,000.00, which is not an increase from the previous fiscal year. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$72,000.00.

 8. Council is asked to approve a Fiscal Year 2022/2023 Professional Services Agreement for State Lobbying Services for Fiscal Year 2022/2023, as requested by the Office of Governmental Affairs. Award to Tompkins, Thompson & Brown Government Affairs in an amount not to exceed \$72,000.00, which is not an increase from the previous fiscal year. This firm is located in Columbia, SC. – *Approved*

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$72,000.00

 9. Council is asked to approve a Fiscal Year 2022/2023 Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00, which is not an increase from the previous fiscal year. This firm is located in Washington, DC. – *Approved*

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

 10. Council is asked to approve a Fiscal Year 2022/2023 Agreement for the Three Rivers Greenway Project Development, as requested by City Administration on September 21, 2022. Award to the River Alliance in an amount not to exceed \$55,000.00, which is not an increase from the previous fiscal year. This firm is located in Columbia, SC. – *Approved*

Funding Source: Admin - Operations - Special Contracts (1011111-638300) \$29,000; and City Council Allocation - River Alliance (2124321-680130) \$26,000. The original budget amount is \$55,000.
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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

11. Council is asked to approve the Annual Renewal of ONESolution IFAS Software Maintenance Services for the City's core financial, procurement, human resources, payroll and budgeting system, as requested by the Budget and Program Management Office on September 26, 2022. Award to CentralSquare Technologies, LLC in the amount of \$226,986.41, which is not an increase from the previous fiscal year. This vendor is located in Lake Mary, FL. – *Approved*

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$226,986.41.

12. Council is asked to approve a new Contract to Purchase 62 Lifepak Automated External Defibrillators, as requested by the Columbia Fire Department on September 1, 2022. Award to Stryker Sales Corporation using the National Association of State Procurement Officials Contract in the amount of \$168,477.06. This vendor is located in Portage, MI. – *Approved*

Funding Source: Fire Suppression - Special Departmental Supplies (1012303-627100) \$84,238.53; Fire Administration-County - Special Departmental Supplies (208230-627100) \$84,238.53. The original budget amount is \$168,477.06.

13. Council is asked to approve a new Contract to Purchase 120 sets of Globe Bunker Gear, as requested by the Columbia Fire Department on September 9, 2022. Award to Newton's Fire and Safety Equipment, Inc. using the Houston-Galveston Area Council Cooperative Contract in the amount of \$401,112.00. This vendor is located in Graham, NC. – *Approved*

Funding Source: Fire Suppression - Safety Clothing and Suppliers (1012303-6259000) \$200,556.00; Fire Administration-County - Safety Clothing and Suppliers (2082301-625900) \$200,556.00. The original budget amount is \$401,112.00.

14. Council is asked to approve Contract Amendment #5 for Project SD8325; Shandon Rosewood Drainage Study Phase II, as requested by Columbia Water on September 12, 2022. Award to Cox and Dinkins, Inc. in the amount of \$91,542.50. This firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control - Shandon Phase 2 - Capital Project Costs (5549999-SD832502-658650). The original budget amount is \$2,685,060.00. The budget amount for this amendment is \$91,542.50. The total revised budget amount is \$2,776,602.50.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

This is a Mentor Protégé Program project. Cox and Dinkins, Inc. is the mentor and will provide project administration and management, land surveying, utility mapping, engineering design, permitting, bidding phase support, construction phase services, project closeout, and record drawing services at 60.46% (\$55,347.50) of the amendment amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide engineering design and construction administration services at 27.31% (\$25,000.00) of the amendment amount.

The following firm will provide additional services:

F&ME Consultants, Inc., located in Columbia, SC, will provide geotechnical engineering services at 12.23% (\$11,195.00) of the amendment amount.

15. Council is asked to approve Contract Amendment #4 for Project SS7425; Rocky Branch 03 Sewer System Evaluation Study and Sewer Rehabilitation, as requested by Columbia Water on September 16, 2022. Award to Brown and Caldwell in the amount of \$163,070.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects/Capital Project Cost (5529999-SS742501-658650). The original budget amount is \$1,226,800.00. The budget amount for this amendment is \$163,070.00. The total revised budget amount is \$1,389,870.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Brown and Caldwell is the mentor and will provide additional general services during construction, along with additional site visits and observation services at 60.63% (\$98,873.00) of the amendment amount. 4D Engineering, a Minority Business Enterprise (W) located in Lexington, SC, is the protégé and will provide additional site visits and observation services at 39.37% (\$64,197.00) of the amendment amount.

16. Council is asked to approve Contract Amendment #2 for Project SD8371; Penn Branch Stabilization, as requested by Columbia Water on August 26, 2022. Award to McCormick Taylor, Inc. in the amount of \$221,078.75. This firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control - Penn Branch Drainage Improvements - Capital Project Costs (5549999-SD837102-658650). The original budget amount is \$412,015.00. The budget amount for this amendment is \$221,078.75. The total revised budget amount is \$633,093.75.

This is a Mentor Protégé Program project. McCormick Taylor, Inc. is the mentor and will provide construction administration services at 72.44% (\$160,148.75) of the amendment amount. Chao & Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide construction oversight and completion of as-built topographic services at 27.56% (\$60,930.00) of the amendment amount.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

17. Council is asked to approve a new Professional Services Agreement for Project SD8450; Program Management Services for Stormwater System Improvements, as requested by Columbia Water on February 25, 2022. Award to Woolpert, Inc. in an amount not to exceed \$1,948,000.00. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control - Project Management System Improvements Project - Capital Project Costs (5549999-SD845001-658650) \$1,490,000.00; Engineering Storm Water Improvements - Special Contracts-W/S, SW (5534202-638305) \$458,000.00 . The original budget amount is \$1,948,000.00.

Woolpert, Inc. is the prime consultant and will provide capital improvement project services, asset management program services, program management, and other services at 55.01% (\$1,071,500.00) of the total contract amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise located in Columbia, SC, will provide engineering, inventory, mapping, easement/right-of-way, and construction management services at 4.29% (\$83,500.00) of the total contract amount.

HDR, Inc., located in Columbia, SC, will provide public outreach, easement/right-of-way, low impact development, green stormwater infrastructure design and evaluation, and public/private partnership services at 0.51% (\$10,000.00) of the total contract amount.

P.J. Noble & Associates, Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide public meetings and outreach services at 7.70% (\$150,000.00) of the total contract amount.

Weston and Sampson Engineers, Inc., located in Columbia, SC, will provide operation and maintenance of storm drainage system services at 30.18% (\$588,000.00) of the total contract amount.

Southern Commercial Development, located in Lexington, SC, will provide traffic control services at 0.26% (\$5,000.00) of the total contract amount.

WE3 Consultants, LLC, located in Saluda, SC, will provide public/private partnership, public meetings, and outreach services at 0.51% (\$10,000.00) of the total contract amount.

Clemson University, located in Clemson, SC, will provide public/private partnership and student education services at 1.54% (\$30,000.00) of the total contract amount.

18. Ordinance No.: 2022-082 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, to add Article XIII, Purveyors of Cannabis Products - *First reading approval was given on October 4, 2022 – Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

ORDINANCES - FIRST READING

19. Ordinance No.: 2022-083 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, to add Sec. 14-108, "Discharge of Fireworks" Establishing the Manner and Times of Lawful use of Fireworks and Providing Certain Civil Penalties for Violations thereof – *Approved on first reading.*

Public Safety Committee Recommendation: 09/27/2022; Approval (3-0).

Councilor Duvall said we are adopting an ordinance that sets reasonable times for fireworks to be used. There will be a civil penalty enforced by the Columbia Police Department. It includes exemptions for permitted events. This complements the ordinance that is being considered by Richland County. We were trying to make it so that the county and the city would have almost the same type of enforcement for the use of fireworks.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-083 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, to add Sec. 14-108, "Discharge of Fireworks" Establishing the Manner and Times of Lawful use of Fireworks and Providing Certain Civil Penalties for Violations thereof.

20. Ordinance No.: 2022-092 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Framework, a Portion of Richland County TMS #11501-01-04, 11501-01-21 and 11501-01-01) – *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.: 2022-092 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Framework, a Portion of Richland County TMS #11501-01-04, 11501-01-21 and 11501-01-01).

21. Ordinance No.: 2022-095 - 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. 23-149 Sewer service rates – *Approved on first reading.*

Ms. Teresa Knox, Esq., City Attorney said on May 18, 2021, we passed an ordinance that amended the sewer service rates. That was section (a) and (b) of our code 23-149. Somehow section (c) was deleted when it was sent over to Municode to be published. This is just adding back section (c) that was omitted by Municode. It is not a rate increase.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-095 - 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. 23-149 Sewer service rates.

22. Ordinance No.: 2022-096 - Authorizing the Conveyance of 0.16 Acre (6,989 SF) being a portion of unopened Washington Street; Richland County TMS#09009-10; CF#250-579 Project Name: Proposed Hotel at Wayne Street and Hampton Street – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mayor Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2022-096 - Authorizing the Conveyance of 0.16 Acre (6,989 SF) being a portion of unopened Washington Street; Richland County TMS#09009-10; CF#250-579 Project Name: Proposed Hotel at Wayne Street and Hampton Street.

RESOLUTIONS

23. Resolution No.: R-2022-084 - Permitting the City of Columbia Fire Department to collect money for the Muscular Dystrophy Association – *Approved*

Councilor Duvall said I would like to explain why I will vote no on this particular resolution. State law requires that municipal governments consent to the collection of money in the right of way. This is dangerous for the officers that are in the right of way collecting money and dangerous because other people that see our officers out there might think that they don't have to have permission. It is also dangerous because the money that is collected by these officers is in cash.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted five (5) to two (2) to approve Resolution No.: R-2022-084 - Permitting the City of Columbia Fire Department to collect money for the Muscular Dystrophy Association. Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Taylor and Mr. Duvall voted nay.

24. Resolution No.: R-2022-090 - Adopting City of Columbia Fats, Oils and Grease (FOG) Grant/Rebate Program and Funding – *Approved*

Economic and Development Committee Recommendation: 09/13/2022; Approved (3-0)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 18, 2022

Upon a motion made by Mr. Taylor and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-090 - Adopting City of Columbia Fats, Oils and Grease (FOG) Grant/Rebate Program and Funding.

EVENT RESOLUTIONS

25. Resolution No.: R-2022-069 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza, 727 Harden Street Parking Lot and the 2000 block of Greene Street on Friday, October 28, 2022 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-069 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza, 727 Harden Street Parking Lot and the 2000 block of Greene Street on Friday, October 28, 2022.

26. Resolution No.: R-2022-077 - Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street on Saturday, November 12, 2022 – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan Council voted unanimously to approve Resolution No.: R-2022-077 - Authorizing consumption of beer and wine only at the Chili Cook-Off at the 2100 block of Greene Street on Saturday, November 12, 2022.

APPOINTMENTS

27. Board of Zoning Appeals – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to appoint Davis Whittle to the Board of Zoning Appeals for a term of three years.

28. Columbia Music Festival Association – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Dr. Bussells, Council voted unanimously to appoint Amanda Cooper and Nicolas White to the Columbia Music Festival Association for a term of four years.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

29. Columbia Tree and Appearance Commission – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Taylor, Council voted unanimously to appoint Diana Stevenson as a developer representative to the Columbia Tree and Appearance Commission for a term of three years.

30. Greater Columbia Community Relations Council – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Taylor, Council voted unanimously to reappoint Tyler Bailey and appoint Alexis Bolin, Ashley McClendon, Erica Wright, Carl Toby Hoffman, Willie Harriford, Lindsey Shealy, and Sarah Lyles to the Greater Columbia Community Relations Council for a term of three years.

31. Planning Commission – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Rickenmann, Council voted unanimously to appoint Toby Goodlett to the Planning Commission for a term of three years.

32. Riverbanks Parks Commission – *Deferred*

OTHER MATTERS

33. Office of Gun Violence Prevention Briefing - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann said this is a crisis in our community. We are up 31% in gun violence and by the rate we are going, there are going to be over 130 shootings in our community. We need to make sure that we are moving forward with this office. We have the opportunity to take advantage of not only the funding that we have today but future funding at the federal level and the state level to address gun violence. Gun violence costs the United States between \$173 billion and \$332 billion annually. A single murder is estimated to cost a U.S. city between \$10 million and \$19.2 million. According to three peer review studies, this cost factors in municipal resource expenses, property damages, medical costs, criminal and court costs, and lost labor. Gun violence disproportionately affects black males. The Office of Gun Violence Prevention (OGVP) will serve as the quarterback for city crime reduction resources. A key element of the mission will be assessing and improving environmental factors and behaviors that lead to violent outcomes. The OGVP will be charged with connecting community members with job training, apprenticeships, and other alternatives to lifestyles that lead to violent outcomes. The OGVP will also help to



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

connect the Columbia Police Department (CPD) with communities in order to establish stronger relationships. The framework for addressing gun violence is prevention, intervention, and enforcement of people, places, and behaviors. Creating the OGVP allows the City of Columbia to be an eligible recipient for numerous federal grants from the U.S. Department of Justice. Senator Scott has vocally supported Columbia creating this office to put federal funds in play for reducing violence in our city. Allowing the city to serve as the custodian of these efforts will remove duplicity and allow the city to work with partners already engaged and succeeding in the community. Richmond, CA started one of the first Offices of Violence Prevention and has seen an 80% reduction in gun violence since 2007. The proposed funding source is American Rescue Plan Act (ARPA) money to establish the first 3 years of the Office of Gun Violence Prevention. This is a qualified use of ARPA funding. We are looking at a total of \$802,800 for staff, benefits, and expenses. CPD identified chronic hotspots that together account for only 2% of Columbia's surface area, but experiences up to 53% of gun violence. The OGVP will send law enforcement and/or credible messengers into these pinpoint areas to build trust with people in the community and encourage them to seek an alternative to violence. Short-term goals include: achieve 100% government agency participation in statistic reporting, increase participation of local non-profit organizations involved in data sharing, implement a six month deadline for action plan proposals with a yearly follow-up, create a catalog of available state and federal grant resources, plan a number of annual community events to foster continuous interaction, and create a set of goals for agencies to meet. The OGVP will align and leverage preexisting resources to effectively and efficiently combat gun violence and identify other courses of action to stop the killings.

Councilor Duvall said we have a program already underway in the City of Columbia that was funded by the Department of Justice for \$900,000 that is almost a carbon copy of what has just been explained. How is this going to merge with the existing program?

Mayor Rickenmann said that is not a city program. A third party entity received a justice grant that is only focused on a single zip code in a single area. This plan is the quarterback to deal with all the pockets through our community; not only district one, district two, district three, or district four. We have identified those pockets. The office will coordinate so that we can impact a larger part of our community.

Councilor Taylor said I respect your concept and your ideas to reduce gun violence in Columbia. We have some blocking and tackling still to do. We need to ensure that our sworn officer positions are fully staffed in our Police Department. We are not where we need to be and we need to double down on our commitment to get our Police Department fully staffed. We need the prosecutors that we pay for as citizens of Columbia to be fully engaged to make sure the people that commit these gun crimes understand they are going to stay in jail if you do something bad in our city.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Councilor McDowell said the data and the statistics speak volumes but I need more time to dig deeper into this.

Mayor Rickenmann asked Mr. McDowell to clarify his concern. This is the third time that I have come forward with this. We spend three times this amount of money paying third party entities with hospitality money whose directors make \$200,000 more money than what we are trying to invest in gun violence. If we want deeper and clarifying information, I would like very specific questions because we need to start moving forward. The numbers aren't decreasing.

Councilor McDowell said this is the first time we have seen this in printed form and spelling out the program itself. I am not disagreeing with what we want to do and what we need to do because it is very much needed in our city. We have to talk about budgets and about who does the hiring. There needs to be better clarification of what we need to get done and who will get it done.

Councilor Herbert said I need to digest and review the PowerPoint. I have always supported and advocated for an Office of Gun Violence Prevention. I have specific issues with the price tag. I don't know if we need to start off with three people for three years. We need to follow what other cities have done because they have been successful in what they have done as opposed to expanding the focus because when it is too broad nothing gets done.

Mayor Rickenmann said everybody that I have talked to that has an office like this and our own Police Department will tell you it's not nearly enough. We have to start somewhere. We have the opportunity to go after other grants by establishing this office. Over a three year period, \$800,000 is not a lot. We are talking about trying to save lives. We first need to hire the director. The director may say you only need one staff person and a second person to be a grant writer. We have to create a budget for us to move forward with the discretion of the city manager. I'm glad to clarify any questions but we are getting to a point where we have to start moving forward.

Councilor Brennan said I am very supportive and want to move this forward.

Mayor Rickenmann said I am asking for Council to endorse the proposal so we can get it on the next agenda for a vote. We are not spending the money today, but we need to have a budget that we can build from. These are one time funds with deadlines. I am looking for commitment so that we can dive deep with staff and put together the right job descriptions. We can adjust the budget on a yearly basis. I would push to have the budget designated and if we don't have what we want or if we need less money, we can make adjustment in a year. We need to appropriate it for the entire three year period.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Ms. Teresa Wilson, City Manager said I will sit down with the mayor to more thoroughly define this. I think some of my questions would probably be to help me explain how to delineate between efforts of the office and CPD. I haven't seen any job descriptions but I can do that. I'll switch gears from homeless services to the OGVP and focus on helping to frame staffing.

Councilor Duvall said I endorse Ms. Herbert's recommendation that we limit this to one hire. That one person can focus on Mr. Taylor's suggestions because we already have a gun violence prevention program funded at \$900,000 in City of Columbia. I think this is a duplication of a program and I would not support it in the way it's presented.

Mayor Rickenmann said you can't keep confusing the conversation. It is one specific area which does not cover all the other areas. We support directors of ballets and all kinds of stuff giving hundreds of thousands of dollars in funding but we are not going to fund or support an OGVP. Right now, I am more worried about innocent lives being taken. Are you telling me that paying for festivals is more important than taking money that the federal government has given us to put towards these effort? We are talking about a program to try to reduce gun violence in our most challenged areas. All we are asking for is a commitment to use the money we have and leverage it to get something better. A lot of information has been shared. I would rather you vote right now and say you don't support it and you would rather continue to allow people to get shot in our communities than put money into this program.

Councilor Brennan said it needs to make it to the agenda and let's vote in two. I look forward to getting the questions answered that some of our colleagues have and maybe changing the program to meet their needs, but this needs to move forward.

Councilor Herbert said it is imperative that we sit down and discuss it prior to coming back to Council. We don't need to have this full discussion like we are having now, but we haven't been given that opportunity. Before it comes back, I would request that we sit down and talk through the nuts and bolts so that people can feel more confident.

Ms. Teresa Wilson, City Manager said I need to think about how to advise on the staffing part. I am not an expert in it, but I will certainly try to dig deep and bring you all something that you can take action on and go through it line by line if we have to. It sounds like Councilwoman Herbert is asking for a work session or just some meetings so we can get clear. I need clarity as well on what the staff person will look like.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 18, 2022

Mayor Rickenmann said you can't start talking about hiring people unless you know there is a commitment there and we have a basis to do it. Conceptually this is how you have to go forward. You don't have to have all the answers yet. We didn't have all the answers when we started the homeless program and we ended up doing something that is impactful, changing our community, and addressing an old issue with compassion. I hope that is where we are headed here.

Councilor Bussells said there are a lot of great ideas on the table. I am supportive of this initiative and I would love to talk to you from a public health perspective on who would be successful in this role. I am happy to meet with you and the city manager about that. There are a couple of models out of Baltimore, Portland, and Atlanta where we can look to them to see what works. We need to continue some of these logistics and technical conversations next week and make sure that we have our ducks in a row so that we can vote on November 1st.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

There were no committee referrals, reports or new business at this time.

PUBLIC INPUT

Ms. Doreen Skelton, Eureka Street resident said I want to end homelessness. I have several programs and plans. Everybody who I have talked to agree that these programs would work. It is my passion to end homelessness and I am just asking you to give me a job. I am asking you to consider making me a project manager over these plans that I want to implement to end homelessness. I have talked to educated people with degrees and they are all for me. I am asking you to give me some time to sit down with you all and go over my plans.

Mr. David Lewis said I want to thank the Council for making multiple proposals to end gun violence. Please make sure that they not only include the educated reality of it but the street smarts and common sense. It does not matter how much education you have. If you don't know what the streets think, then you don't know the real agenda of what is actually taking place. You will have ultimate failure again and again. I have seen so many programs come out that sound good. Again, education is one thing but the reality can be a totally different thing.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

ADJOURNMENT

The meeting was adjourned at 6:09 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 18, 2022

The Columbia City Council conducted a Work Session on Tuesday, October 18, 2022 at City Hall (Mayor's Conference Room), Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 2:03 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to adopt the agenda, subject to adding the discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) - *Legislative Affairs*. Mr. McDowell was not present for the vote.

PRESENTATIONS

1. Federal Legislative Update - Mr. Ralph Garboushian and Ms. Debra DeHaney-Howard, CapitalEdge, LLC

Mr. Ralph Garboushian, CapitalEdge, LLC presented a review of the 116th and 117th Congresses. It was an extraordinary period of legislation. The Cares Act was \$2.2 trillion; American Rescue Plan Act (ARPA) was \$1.9 trillion; Infrastructure Investment & Jobs Act (IIJA) was \$1.2 trillion; Creating Helpful Incentives to Produce Semiconductors (CHIPS) was a \$54.2 billion appropriation and \$280 billion authorization; and the Inflation Reduction Act (IRA) was \$490 billion in new spending and tax credits and \$760 billion in new revenue. We won't see legislation of this scale in the 118th Congress. Over the next five to ten years we will be implementing the IIJA and the IRA. IIJA is three bills wrapped into one: the 5-year reauthorization of surface transportation programs; authorization of other infrastructure investments; and a 5-year advance appropriations bill for a lot of the other programs authorized in the bill. The IIJA Surface Transportation Reauthorization Bill is a status quo bill a part from significant increases in spending across all categories. Most of the money will continue to be allocated by formula to state DOTs, metropolitan planning organizations, transit agencies and Amtrak. There is \$28 billion per year for fiscal year 2022 through fiscal year 2026 for competitive grant opportunities. The funding notices are already out.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

We applied to the Mega Program and the Railroad Grade Crossing Elimination for Assembly Street. We will be submitting a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application for Assembly Street. There are other competitive grant opportunities. The Department of Energy has \$8.1 billion for smart grid and grid resilience. DOE just put out an RFI. There is an additional \$1.5 billion for broadband over the next five years. There is \$60 billion for broadband, but \$42 billion of that goes to the states. There is \$5 billion for an EPA Clean School Bus Grant Program. IJIA has a lot of money for water and sewer but most of it goes through the state revolving loan funds. The Weatherization Assistance Program is an additional \$3.5 billion over five years that goes to the states by formula and then to community action agencies.

Ms. Teresa Wilson, City Manager said City Council allocated funding for additional efforts towards finding these grants. We will need your help as well.

Mr. Ralph Garboushian, CapitalEdge, LLC said it is important to be aware of Administration's priorities for these competitive grants. Last week, they released a community involvement guide and we should review that before we submit future applications. It is important for the city to be working with state agencies. The Department of Homeland Security just released the notice for the state and local Cyber Security Grant Program. The state is developing their plans and they have to involve local governments. The Inflation Reduction Act (IRA) has tax incentives for renewable energy and clean energy and 13 tax credits as direct payments. Local governments and other tax exempt entities can claim the tax credits even if they have no tax liability.

Mayor Rickenmann said we are applying for a Department of Energy grant for the Hydroplant and we want to do a solar field at the sewer plant.

Mr. Ralph Garboushian, CapitalEdge, LLC said the IRA provides an additional 1.8 gigawatts of investment tax credits for solar and wind facilities that are less than 5 megawatts placed in low-income communities in 2023 and 2024. That is a 10% to 20% increase in the tax credit depending on the project. The IRA includes \$5 billion for a Climate Pollution Reduction Grant and there is \$3 billion for an Environmental & Climate Justice Block Grant. It is a competitive grant program and you need to partner with a community organization to apply. There is \$3.2 billion for the Neighborhood Access & Equity Grant Program. The EPA has 180 days to setup the \$27 billion Greenhouse Gas Reduction Fund "Green Bank", which is to encourage investment in low to moderate-income communities. The Vehicle Emissions Grant is \$1 billion for state and local governments to replace heavy duty vehicles with clean vehicles at 100%. No match is required. The IRA has contractor training and building code adoption assistance grants that will go to the states. The states will decide how and whether to share those funds with local governments. HUD will receive \$837 million for loans, grants, and loan subsidies to improve energy and water efficiency and other environmental factors in HUD assisted housing. Conservation Grants include



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

\$700 million for the Forest Legacy Program and \$1.5 billion for the Urban & Community Forestry Program. Congress passed a continuing resolution that runs through December 16, 2022. Most of your programs are set to receive the same or more funding next year. The trick is going to be setting priorities over five years.

Councilor Brennan said we are appointed to other boards as city representatives. Should the future executive director of the COMET keep in touch with you on intermodal, transportation, logistics and expansion funding?

Mr. Ralph Garboushian, CapitalEdge, LLC said yes; transit receives a significant increase and most transit money is formula funding. The main source of formula funding for the COMET is Urbanized Area Formula Grants. Transit agencies are going to see a big jump in their allocation over the next five years. There are Bus and Bus Facilities and Low- and No-Emission grants.

Councilor Taylor asked if there are programs for our park systems and if any grants have been identified through our consultants for park lighting, safety, and broadband. Ms. Wilson are we looking at federal grant money for the rehabilitation of parks?

Ms. Teresa Wilson, City Manager said we are always looking for grant opportunities. We already had a consultant for Parks and Recreation through the foundation and they were already looking at that. We can look at these opportunities as well.

Mr. Ralph Garboushian, CapitalEdge, LLC said the Urban and Community Forestry Program is a one-time thing. In 2020, Congress passed the Great American Outdoors Act and it fully funded the Land and Water Conservation Fund at \$900 million per year; half of that is for federal land and the other half is for state and local assistance.

Councilor Taylor asked if it would behoove us to partner with the state if there is the opportunity to create a state park in city limits.

Mr. Ralph Garboushian, CapitalEdge, LLC said federal agencies love it when there is regional cooperation; that is always going to be more appealing.

Councilor Taylor said there are 200 acres on the river above the Zoo that I would like for us to look at as a way to give working folks access to the river. I would like for it to be a state park because upkeep is easier for them.

Mr. Ralph Garboushian, CapitalEdge, LLC said the South Carolina Department of Parks, Recreation & Tourism manages those federal funds.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

2. State Legislative Update - Mr. Kyle Michel, Michel Law Firm, LLC; Mr. Ed Givens, Fellowship Strategies, LLC; and Mr. Warren Tompkins and Mr. Boyd Brown, Tompkins, Thompson, & Brown Governmental Affairs

Mr. Kyle Michel, Michel Law Firm, LLC said 2022 was the year of the budget. The state budget surplus was around \$3 billion in May and the ARPA discretionary amount was at \$2.49 billion excluding funds that went to the Department of Education and directly to other departments and agencies. We worked to develop a list of general capital, water and sewer, and broadband projects for the city. Our work was cut in half because the water and sewer money went to the Rural Infrastructure Authority (RIA). The water and sewer projects were bundled into one application with RIA. The deadline was September 12, 2022 and they will announce the grants during the first quarter of 2023. We also had 11 legislative priorities based on our January 18, 2022 presentation to Council and feedback from staff. We took care of other things as they arose. Our local government fund allocation was \$3,202,110. It is now funded at the same amount that the budget increases up to 5%. The city received \$20 million for the Assembly Street Railroad Grade Separation Project; \$9 million for Williams Street; \$1 million for Finlay Park; and \$1.5 million for the greenway. That is a total of \$31.5 million. The \$9 million that was appropriated in 2021 for the Convention Center was reallocated to three projects [Belvedere Neighborhood Flood Mitigation; Bluff Road and Atlas Road Area Improvements; and Beltline Boulevard Community Enhancements]. The City of Columbia received more money than any other local government in the state.

Mr. Boyd Brown, Tompkins, Thompson, & Brown Governmental Affairs added that two of the other large projects were ocean and stormwater management projects in the City of Myrtle Beach and the City of North Myrtle Beach.

Mr. Kyle Michel, Michel Law Firm, LLC said the \$3 million for Belvedere Neighborhood Flood Mitigation was a priority of one of our delegation members. It was not on the list.

Mayor Rickenmann said the Bluff Road and Atlas Road Area Improvements and the Assembly Street projects were not on the list. He inquired about the State Farmer's Market allocation.

Ms. Teresa Wilson, City Manager said by the time the list was compiled, different discussions had occurred. We were directed to include the State Farmer's Market on this list for healthy living and accessible food focus. We also had the Assembly Street roadway rehabilitation and safety enhancements for phase one on here. The railroad relocation project came out of this as a complementary project.

Councilor McDowell asked if the \$3 million for Belvedere is on the list.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Mr. Kyle Michel, Michel Law Firm, LLC said Belvedere was funded. It was not one of our original requests.

Mr. Boyd Brown, Tompkins, Thompson, & Brown Governmental Affairs said Representative Leon Howard, Chairman wanted this done.

Mr. Kyle Michel, Michel Law Firm, LLC said a lot of times state budget work is push and pull between what the city wants funded and the members' priorities.

Councilor Duvall inquired about the \$2 million for Beltline Boulevard.

Mayor Rickenmann said that is for a community center at the property between Bayberry Mews and North Pointe Estates. It was requested by Representative Todd Rutherford.

Mr. Kyle Michel, Michel Law Firm, LLC said not a whole lot came up that had peril or opportunity for the city this year. The Mayor was very effective in advocating for affordable housing. Chief Holbrook talked on rehiring public safety officials and a few other things. We were working on the mask mandate because we didn't want that to do something that would negatively impact what the city had done. The Affordable Housing bill passed but it did not receive as many credits as people wanted. The Rehiring Public Safety Officials bill advanced, but it did not pass. There was a big push to raise the tort claim limits, but the bill did not pass. The Stormwater Rates Restrictions bill and the Tree Ordinance Restrictions bill did not pass. We work on other items that keep us in touch with staff throughout the year.

Mayor Rickenmann asked how can we make the communications process easier so I don't have to find out that our delegation voted for something like ankle monitoring counting against time served. How do we get that information so that we are not having to beg somebody to kill it on the senate side?

Mr. Kyle Michel, Michel Law Firm, LLC said that particular bill surprised a lot of people. It is hard for us to know about everything before it happens. I would like to explore how we can have a better communications system. We would love to hear from Council on the priorities and policy items for next year. I would like to propose January 24, January 31, or February 1, 2023 for the legislative reception.

Councilor Taylor asked if we can expect better turnout of our delegation next year.

Mayor Rickenmann said it is important for them to support us. The earlier date is better.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Councilor McDowell inquired about appointments to state boards.

Mr. Boyd Brown, Tompkins, Thompson, & Brown Governmental Affairs agreed to have the councilmembers notified about vacancies.

Councilor Brennan requested funding for parks and recreation outlets whether it is for a new swing set or upgrades to a facility with deferred maintenance.

Mr. Kyle Michel, Michel Law Firm, LLC said there are DNR funds for Richland County for recreation that touches state water. We are trying to get funds for the city to build an access point on the Saluda River above Riverbanks Zoo. We will see about other funds that the delegation directs.

Mayor Rickenmann said we want to work with the legislature to increase the level of fines for littering and other things.

Councilor Bussells said we met with Representative Finlay about the Department of Mental Health in response to a growing need in the capital city and the concern around homelessness. We would like for you to assist us with building infrastructure after 5:00 p.m. There are no services available after 5:00 p.m. This results in our business and entertainment districts having no path to getting folks into the services they need. A lot of that falls with the Department of Mental Health. This council is interested in beautification and appearance. A lot of our roads are owned by DOT and I would like to see the major roads and downtown neighborhoods repaved and cleaned up.

Mayor Rickenmann said I have been working with the DOT commissioner and the county. The state has not designated maintenance funds for our roads. Everything is being directed to the interstate while 71% of our 492 miles of roads are owned by them. They did a test project with street sweeping, paving, cleaning, etc. from Huger to Gervais and Millwood. They are doing one in the county on Killian Road. They have the ability to do it. We have to get them legislatively funded.

Mr. Warren Tompkins, Tompkins, Thompson, & Brown Governmental Affairs suggested that the city develop a budget and try to get the money inserted into DOT's budget as a proviso.

Councilor Herbert said we were looking for \$6 million for affordable housing. How realistic is it to get a dollar amount allocated to affordable housing since they are funding State Housing.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

Mr. Kyle Michel, Michel Law Firm, LLC said State Housing doesn't receive state dollars; it is all federal dollars. State Housing Finance Administration administers the federal dollars that come from HUD to the state. The low income housing tax credit program is a federal program that allocates federal tax credits to developments. The state now has a matching program. They don't allocate dollars; they allocate credit. There are no dollars at State Housing for affordable housing projects or developments.

Councilor Herbert said I also want to revisit inclusionary zoning on the policy side. Do we need to keep the \$6 million on the list?

Mr. Kyle Michel, Michel Law Firm, LLC said inclusionary zoning has come up over the last several years. I am sure there will be a bill or two introduced on that. There are things we can talk about at the local government level.

Councilor Duvall said there is a group working on automatic traffic safety devices known as red light cameras. The city doesn't have the authority to use cameras in enforcing safety. There is a committee in Charleston, Greenville, Spartanburg, Camden and North Augusta that is trying to do the same thing. We are revising Senator Harpootlian's bill. I think this council will endorse that legislation as we get it firmed up. The mayor's legislative aide had a lot of good ideas on how to move this forward.

Mayor Rickenmann said part of it was looking at traffic calming through speed cameras and civil fines versus criminal fines. It has proven to reduce red light crashes and speeds in school zones. The average crash takes up two hours of an officer's time.

Councilor Brennan asked if the Municipal Association was involved.

Councilor Duvall said when we get the cities together, we need to go to the Municipal Association and the Association of Counties to get their support.

Mr. Kyle Michel, Michel Law Firm, LLC said there is a great deal of confidence in the Department of Transportation. The legislation should include an element of certification by DOT.

Councilor Taylor said we are serious about looking at how we can raise municipal fines. There are issues that we can address with other cities. Mental health is a statewide issue, especially in urban areas. We had all that money in surplus this year and none of it was committed to mental health. Families can't take care of the chronically unsheltered homeless and they don't respond well to shelters. As a state and government, we have to bring some of that back. It affects law enforcement and quality of life. If we can move our tax modernization program forward between now and the



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

General Assembly, we will have special legislation. We need to begin working with the mayor, Dr. Gunnlaugsson, the county, and Chairman Walker on exactly what that is going to be. I suspect that will be our number one priority. We did not get all of the funding that we requested for the railroad. We are \$15 million light. Senator Harpootlian has committed to getting the money for phase two for the Quiet Zones. We need to go all the way to District Two. We will come to you with a specific amount for homeless sheltering in Columbia. There is a specific amount and a specific task that we want to identify with you.

Mr. Ed Givens, Fellowship Strategies, LLC said Representative Rutherford expressed an interest in working with the city on the homeless issue.

Councilor Taylor said I would like to ask you to take point on that at \$9 million. My understanding is that the ARPA funds for water and sewer is capped at \$10 million per system. That is not equitable to the major cities in our state. A good case can be made by you all to raise that cap; maybe it should be based on the number of customers in the system.

Ms. Teresa Wilson, City Manager asked if it is the will of the group to take this discussion to the Council Legislative Committee to streamline the priorities.

Councilor Duvall said they need to keep the other four of us informed.

Councilor Bussells said we will schedule a Council Legislative Committee meeting and staff will assist us with getting the priorities together.

Ms. Teresa Wilson, City Manager said we will get with the team ahead of the committee meeting and work with you all to prioritize these items that have been said today. I heard policy type things and budget related items. We will compile that and come to the Council Legislative Committee.

Mr. Warren Tompkins, Tompkins, Thompson, & Brown Governmental Affairs added that the Catch and Release bill is coming up.

Mr. Kyle Michel, Michel Law Firm, LLC added that the University of South Carolina Board is coming back up again. The Certificate of Need Program is expected to come back up along with S. 2 DHEC Breakup, Drugs and Crime, Hate Crimes, Interlock, Education Savings Account, District Open Enrollment, and Economic Development.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 18, 2022**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to enter into Executive Session at 3:31 p.m. for the discussion of item 3 and item 4.

3. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)
 - *Project Framework*
4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Legislative Affairs*

ADJOURNMENT

The meeting was adjourned at 3:55 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the first renewal option for Target Solutions Training and Records Management Platform and Annual Maintenance Fee, as requested by the Columbia Fire Department on August 1, 2022. This is year one of one renewal option. Award to Municipal Emergency Services, as a Sole Source in an amount not to exceed \$66,820.68, which does not include a price increase. This vendor is located in Charlotte, NC.

REQUISITION NO.: R217811

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Software License (1012303-627510) \$33,410.34 and Fire Administration - Software License (2082301-627510) \$33,410.34. The original budget amount is \$66,820.68.

CLEAN WATER 2020?: No

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.
All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
Sole source procurements.

ATTACHMENTS:

- **#a:** Municipal Emergency Services CA#1 (PDF)

Contract Amendment #1
Funding for FY22-23

2.a

Municipal Emergency Services

10/4/2022

Description of Change: Request change in Sole Source Agreement for services between the City of Columbia (City) and Municipal Emergency Services (Contractor) to add funding in the amount of \$66,820.68 for the renewal term from October 1, 2022 – June 30, 2023.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:

Name of Firm

Municipal Emergency Services

Print Name

Signature

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/4/2022

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Municipal Emergency Services (MES) (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. **Scope and Schedule of Purchase.** The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. **Term and Option to Renew.** The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until **October 31, 2022**. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. **Supplemental or Additional Services.** The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. **Additional Terms and Conditions.** The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. **Subcontracting.** Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. **Compensation.** The compensation paid by the City to Seller under this AGREEMENT shall not exceed Sixty-Eight Thousand, Seventeen dollars and 32/100, (\$68,017.32) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must

describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ **WORKERS COMPENSATION INSURANCE:** Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and services set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. **No Third Party Beneficiaries.** Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. **Independent Contractor.** The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

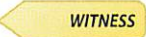
15. **Dispute Resolution.** In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

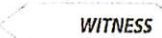
16. **Conflict of Terms.** In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

Quinn Ayle
 Legal Department City of Columbia, SC
 10/6/2021

By: *Toby Wilson*
 Witness 

By: *Donna Smith*
 Witness 

CITY OF COLUMBIA, SOUTH CAROLINA

By: *Cheryl B. Kilson*

SIGN HERE

Title: City Manager

Date: 11/15/2021

Municipal Emergency Services (MES)

By: *Wanda B. Smith*

SIGN HERE

Title: Sales Rep.Date: 10/13/2021

Exhibit A

Requisition # R213064 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 Suppression/Training Division.

Annual renewal of the Target Solutions service, a comprehensive suite of web-based solutions for the Fire Department use to track and maintain all training and records for the ISO compliance control and tracking. This software is fully integrated into the certification of our ISO compliance.

as a sole source procurement from MES-Carolinas (only Distributor in South Carolina)

based upon the following justifications: This software enables the Fire Department to better manage and deliver training needs, daily training logs, and to build tests. It includes inspection forms, post incident evaluation tools, ISO tracking. Additionally, it includes the following course bundles that support the Fire department five-year strategic plan: HR & employment practice, OSHA & compliance, driving safety, and NFPA/Fire Emergency vehicle operations. At this current time, we are not aware of any other software package that encompasses all of these features in support of the Fire Department.

This sole source is valid through 10/31/2022 Amount \$ 68,017.32

Fire	<u>Calvin D. Jordan</u>	<u>9/30/2021</u>
Department	Signature of Department Head	Date
	<u>Shannon L. Jordan</u>	<u>9/30/2021</u>
	Signature of Purchasing Agent	Date
<u>*Form must be routed in the order of the signatures*</u>	<u>J. Alonso</u>	<u>10/4/21</u>
	Signature of Finance Director	Date
	Signature of Asst. City Manager	Date
	<u>Christa B. Whitson</u>	<u>11/15/2021</u>
	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.

DS: see market research enclosed.



September 21, 2021

Mike Cothran
Columbia Fire Department
1800 Laurel Street, Columbia, SC 29201

Dear Mr. Cothran,

Thank you for your continued interest in the TargetSolutions Training and Records Management Platform.

This letter is to inform you that Municipal Emergency Services (MES) is the sole authorized distributor of the TargetSolutions Platform.

If you should have any questions regarding this, please phone me at 858.376.1603.

Thank you!

Regards,

A handwritten signature in black ink, appearing to read "Philip Coons", with a long horizontal flourish extending to the right.

Philip Coons
Vice President of Sales
phil.coons@VectorSolutions.com





6701-C Northpark Blvd
Charlotte, NC 28216

Exhibit B

Quote

Date	09/10/2021
Quote #	QT1505969
Expires	11/30/2021
Sales Rep	Smith, William
PO #	
Shipping Method	FedEx Ground

Bill To

CITY OF COLUMBIA
ACCOUNTING DIVISION
PO BOX 147
COLUMBIA SC 29202-0147

Ship To

FIRE STATION-HARDEN STREET
1901 HARDEN STREET
COLUMBIA SC 29201

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
TARGET SOLUTIONS			Custom TARGET SOLUTIONS Target Solutions Annual Renewal 2021-2022	1	62,979.00	62,979.00

Subtotal	62,979.00
Shipping Cost (FedEx Ground)	0.00
Total	\$62,979.00

Thanks for letting us serve you

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1505969



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve an Annual Contract for Motorola Radios, as requested by the Columbia Police Department on September 15, 2022. This is year five of the five year contract period. Award to Motorola Inc., using the SC State Contract, in the amount of \$327,101.78, which does not include a price increase. This vendor is located in Blythewood, SC.

REQUISITION NO.: R218800

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

CLEAN WATER 2020?: No

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

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

ATTACHMENTS:

- **#a:** Motorola - Lease of Radios (PDF)
- **#b:** Invoice(PDF)



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under SC State Contract #4400013531.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Motorola, with legal address and principal place of business at 500 W. Monroe Street Chicago, IL 60661 (hereinafter referred to as the “Contractor”), for the lease of radio’s.

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

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

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

3. **TERM OF CONTRACT** – The term of this Contract is effective as of the latter date of the execution of this contract as shown by the signatures of the parties below, upon issuance of a Notice to Proceed; receipt of a valid Purchase Order and approval from City Council, if applicable. This contract is valid through June 30, 2023.
4. **DELIVERY** - All items shall be delivered FOB Destination.
5. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required

in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

6. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
7. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the City of Columbia Police Department.
8. **COMPENSATION** – The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed Three Hundred Fifty-Three Thousand, Two Hundred Sixty-Nine Dollars, and Ninety-Two Cents (\$353,269.92).
 - A. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- B. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- C. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). **Final approval of price** increase must be approved by the City Manager, City Council and/or an authorized designee.

9. SPECIFIC TERMS AND CONDITIONS PURSUANT TO HGAC CONTRACT #SC STATE CONTRACT #4400013531.

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

10. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

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

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

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

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon

strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, “A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation,

layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Motorola

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	APPROVED AS TO FORM
		
		Legal Department City of Columbia, SC
		10/6/2022

Motorola

_____	_____	Date: _____
Print	Signature	

List of Exhibits

Exhibit A – Quote

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
500 WEST MONROE ST. 44TH FLOOR
CHICAGO, IL 60661



MOTOROLA SOLUTIONS

ATTN: MAJOR R.J. HINES
CITY OF COLUMBIA
1401 MAIN STREET
COLUMBIA, SC 29201

R218800

Contract #	: 678-0024188-000
Date Due	: 10/01/2022
Invoice Number	: 31250
Invoice Date	: 08/07/2022
Current Charges	: 327,101.78
Total Due	: 327,101.78

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT: SAM GAINER (201-605-7206)

THANK YOU FOR CHOOSING MOTOROLA CREDIT CORP FOR YOUR FINANCING NEEDS

Contract No. 678-0024188-000					
Date	Description	Base Payment	Sales/Use Tax	Late Charge	Contract Total
10/01/2022	ANNUAL PYMT-COLUMBIA POLICE APEX 6000 LEASE PURCHASES Current Lease Payment	327,101.78			327,101.78
678-0024188-000 Total					327,101.78

To ensure proper credit, please include this portion with your payment

ATTN: MAJOR R.J. HINES
CITY OF COLUMBIA
1401 MAIN STREET
COLUMBIA, SC 29201

Contract #	: 678-0024188-000
Date Due	: 10/01/2022
Invoice Number	: 31250
Invoice Date	: 08/07/2022
Current Charges	: 327,101.78
Total Due	: 327,101.78

Remit To:

MOTOROLA SOLUTIONS CREDIT
COMPANY LLC
P.O. BOX 71132
CHICAGO, IL 60694-1132

AUG 17 2022



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve New Contracts to Purchase Replacement Vehicles for Various Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$2,543,812.93.

REQUISITION NO.: R218236, R218765, R218863, R218972, R219071

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Vendor and Location	Description	Procurement Method
Spartan Fire and Emergency Roebuck, SC	Pierce Enforcer 100' Mid Mount Tower Truck for the Columbia Fire Department requested on September 19, 2022	HGAC Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$1,747,799.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Two (2) 2023 Ford F150 Regular Cab Trucks for the Parks & Recreation Department and Traffic Engineering Division requested on September 13, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$143,895.00</i>		
Alan Jay Automotive Management DBA Alan Jay Fleet Sales Sebring, FL	Five (5) 2023 Ford Escape Vehicles for the Columbia Police Department Pathways Team requested on September 30, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment (6308972-658500) - \$61,848.00</i>		
Performance Automotive Group Clinton, NC	2023 Ram 1500 Crew 4X4 Truck for the Metro Wastewater Treatment Plant requested on September 26, 2022	SC State Contract
<i>Funding Source: Utilities Wastewater Treatment Plant- Auto, Truck, Heavy Equipment- Capital (5516208-658500) - \$83,736.16</i>		
Jet Vac Equipment Company Sumter, SC	900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner Vacuum System for the Street Division requested on August 18, 2022	Sourcewell Cooperative Contract
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment- Capital (5534203-658500) - \$506,534.77</i>		

ATTACHMENTS:

- **#a:** Spartan Fire Ladder Truck - R218863 (PDF)
- **#b:** Alan Jay Contract R218765 and R219071 (PDF)
- **#c:** Performance Automotive (PDF)
- **#d:** Jet-Vac (PDF)



CONTRACT FOR VEHICLE(S)

This Contract is being awarded under HGAC Contract #FS12-19.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Spartan Fire and Emergency Apparatus, with legal address and principal place of business at 319 Southport Road, Roebuck SC 29376 (hereinafter referred to as the “Vendor”), for the purchase of a Pierce Enforcer 100’ Mid Mount Tower Ladder with Miscellaneous NFPA Loose Equipment.

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

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

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **CONTRACT TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - In the event this Agreement is cancelled or terminated by either party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 20% of the Purchase Price after order is accepted and entered by Company; (b) 30% of the Purchase Price after completion of approval drawings, and; (c) 40% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

City of Columbia and Spartan Fire and Emergency Apparatus

4. **SCHEDULE FOR DELIVERY OF VEHICLE(S) AND/OR SERVICES** – The Vendor shall deliver any and all vehicle(s) purchased in this Contract under the direction of Fleet Services.
5. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of One Million Seven Hundred Forty-Seven Thousand, Seven Hundred Ninety-Nine Dollars and Zero Cents, (\$1,747,799.00).
 - B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicle(s), less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

City of Columbia and Spartan Fire and Emergency Apparatus

exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO HGAC CONTRACT # FS12-19.**

Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2023 Pierce Custom Pumper with 6010 Enforcer Cab (Fire Truck).

7. **MISCELLANEOUS**

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

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

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject

City of Columbia and Spartan Fire and Emergency Apparatus

itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Vendor.

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

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

- G. The failure of either the Vendor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Vendor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Spartan Fire and Emergency Apparatus

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

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

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

City of Columbia and Spartan Fire and Emergency Apparatus

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/11/2022

SPARTAN FIRE & EMERGENCY APPARATUS, INC

Print

Signature

Date: _____

City of Columbia and Spartan Fire and Emergency Apparatus

List of Exhibits

Exhibit A – Quote and Customization Specification



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION

☒

ESTIMATE

☐

319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Columbia Fire Department
1800 Laurel Street
Columbia, SC 29201

Date of Proposal: September 13, 2022
F.O.B.: Columbia FD
Estimated Delivery: 28.5 – 29.5 Months
Payment Terms: Net Pymt. @ Delivery
Salesman: *Alan Axson*

Item	Qty.	Description	Price	Amount
1	1	Pierce Enforcer 100' Mid Mount Tower Ladder,		
		Cummins X-15 565 Diesel Engine, Allison 4500 EVS P		
		Automatic Transmission, No Pump – No Tank		
		Built in Accordance to NFPA 1901 and Department		
		Specifications		\$1,660,461.00
2	1	Miscellaneous NFPA Loose Equipment		\$130,000.00
3	1	South Carolina Sales Tax		\$500.00
4	1	HGAC Fee		\$2,000.00
5	1	50% Pre Payment Discount – Net 30 days from Contract		(-\$45,162.00)
		Includes Pre – Construction, Final Inspection,		
		Delivery, Training, Pre-Delivery Inspection, And Loose		
		Equipment Mounting		

TOTAL COST **\$1,747,799.00**

THIS QUOTATION EXPIRES OCTOBER 31, 2022



CONTRACT FOR VEHICLE(S)

This Contract is being awarded under Sourcewell Contract #091521-NAF & #060920-NAF.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Alan Jay Automotive Management DBA Alan Jay Fleet Sales with legal address and principal place of business at 2003 US Hwy 27 South, PO Box 9200, Sebring, FL 33870 (hereinafter referred to as the “Vendor”), for the purchase of Two (2) 2023 Ford F150 Regular Cab 2WD & Five (5) 2023 Ford Escapes.

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

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

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

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

4. **SCHEDULE FOR DELIVERY OF VEHICLE(S) AND/OR SERVICES** – The Vendor shall deliver any and all vehicle(s) and/or services purchased in this Contract under the direction of Fleet Services.
5. **COMPENSATION** – (See Exhibits A)
 - A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of Two Hundred Five Thousand, Seven Hundred Forty-Three Dollars and Zero Cents, (\$205,743.00).
 - B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicle(s) and/or services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

Failure of the Vendor to follow these invoice requirements will result in the delay of payment of the invoice.
 - C. ☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
 - D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material

City of Columbia and Alan Jay Management DBA Alan Jay Fleet Sales

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

SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #091521-NAF & #060920-NAF.

6. Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) and/or services as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Quotes and Specifications).

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington

City of Columbia and Alan Jay Management DBA Alan Jay Fleet Sales

County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Vendor.

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

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

- G. The failure of either the Vendor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Vendor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Alan Jay Management DBA Alan Jay Fleet Sales

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

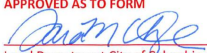
“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

City of Columbia and Alan Jay Management DBA Alan Jay Fleet Sales

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	APPROVED AS TO FORM  Legal Department City of Columbia, SC 10/18/2022

Alan Jay Management DBA Alan Jay Fleet Sales

_____	_____	Date: _____
Print	Signature	

List of Exhibits

Exhibit A – Quotes and Specifications

ALAN JAY

FLEET SALES

Sourcewell
Formerly NJPA

4.b

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4216	WWW.ALANJAY.COM	40386-1
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE
9/1/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/1/2022

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)
CONTACT PERSON	BILLY BOWERS
PHONE	803-545-3811
MOBILE	
FAX	
EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	U0F	MSRP	\$29,520.00
	2023 FORD ESCAPE S		
CUSTOMER ID		BASE VEHICLE PRICE	\$27,379.00

BED LENGTH SUV

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

996 448	Engine: 1.5L EcoBoost with Transmission: 8-Speed Automatic (STD)	\$0.00
YZ VH	EXTERIOR COLOR OXFORD WHITE WITH DARK EARTH GRAY CLOTH BUCKET SEATS	\$0.00

CONTRACT OPTIONS

DESCRIPTION

FACTORY OPTIONS

GPC SC ADJUSTMENT	PRICE CONCESSION ADJUSTMENT FOR SC	\$900.00
-------------------	------------------------------------	----------

CONTRACT OPTIONS \$900.00

TRADE IN

Shannon Lizewski
9/7/2022

VEHICLE TOTAL	\$27,379.00
MSRP DISCOUNT	7.3%
ACCESSORY TOTAL	\$900.00
CUSTOMER PRICE	\$28,279.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$28,279.00

Estimated Annual payments for 60 months paid in advance: \$6,333.33

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY MATT FORTE GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2022 Ford Escape (U0F) S FWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2022 Ford Escape (U0F) S FWD

Interior:Dark Earth Gray, Cloth Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 1.5L EcoBoost

Transmission: 8-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
U0F	[Fleet] 2022 Ford Escape (U0F) S FWD	
	OPTIONS	
100A	Equipment Group 100A	\$0.00
448	Transmission: 8-Speed Automatic	\$0.00
50C	Front & Rear Floor Liners w/o Carpet Mats	
91W	4G LTE Wi-Fi Hotspot Removal	
996	Engine: 1.5L EcoBoost	\$0.00
VH	Dark Earth Gray, Cloth Front Bucket Seats	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17338. Data Updated: Aug 30, 2022 6:54:00 PM PDT.



Vehicle: [Fleet] 2022 Ford Escape (U0F) S FWD (👍 Complete)

YZ	Oxford White	\$0.00
SUBTOTAL		
Adjustments Total		\$0.00
Destination Charge		
TOTAL PRICE		

FUEL ECONOMY

Est City:28 MPG

Est Highway:34 MPG

Est Highway Cruising Range:503.20 mi

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Data Version: 17338. Data Updated: Aug 30, 2022 6:54:00 PM PDT.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4216	WWW.ALANJAY.COM	41012-2
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE
9/19/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/14/2022

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)
CONTACT PERSON	DAVID FOSTER
PHONE	803-545-3805
MOBILE	
FAX	
EMAIL	JIMMY.FOSTER@COLUMBIASC.GOV

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	F1C 100A	MSRP	\$34,165.00
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2023 FORD F-150 REGULAR CAB 2WD XL 6.5' BED 122" WB

CUSTOMER ID	BASE VEHICLE PRICE	\$28,624.00
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BED LENGTH 6.5' BED

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ AS	EXTERIOR COLOR OXFORD WHITE WITH BLACK W/ MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
96W	Tough Bed Spray-In Bedliner	\$590.00
53B	Class IV Trailer Hitch Receiver only. Does not include Draw Bar, Ball, Pin or Clip.	\$310.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
GPC SC	PRICE CONCESSION ADJUSTMENT FOR SC		\$900.00
ADJUSTMENT			
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NO-TEMP	CUSTOMER WILL HANDLE THEIR OWN TAG WORK		\$0.00

CONTRACT OPTIONS \$900.00

TRADE IN	VEHICLE TOTAL	\$29,524.00
	MSRP DISCOUNT	13.6%
	ACCESSORY TOTAL	\$900.00
	CUSTOMER PRICE	\$30,424.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$60,848.00

Estimated Annual payments for 60 months paid in advance: \$6,813.72 Extended: \$13,627.45
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY MATT FORTE GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



CONTRACT FOR VEHICLE(S)

This Contract is being awarded under SC State Contract #4400029871

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Performance Automotive Group DBA Performance CDJR with legal address and principal place of business at 605 Warsaw Road, Clinton, NC 28328 (hereinafter referred to as the “Vendor”), for the purchase of a 2023 Ram 1500 Crew 4X4. For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **CONTRACT TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
4. **SCHEDULE FOR DELIVERY OF VEHICLE(S) AND/OR SERVICES** – The Vendor shall deliver any and all vehicle(s) and/or services purchased in this Contract under the direction of Fleet Services.

5. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of Eighty-Three Thousand, Seven Hundred Thirty-Six Dollars and Sixteen Cents, (\$83,736.16).
- B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicle(s) and/or services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- C. ☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

**SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC STATE CONTRACT
#4400029871**

6. Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) and/or services as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Quote and Specifications)

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Vendor.

City of Columbia and Performance Automotive Group DBA Performance CDJR

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

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

- G. The failure of either the Vendor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Vendor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

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

City of Columbia and Performance Automotive Group DBA Performance CDJR

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City ManagerDate:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/11/2022

PERFORMANCE AUTOMOTIVE GROUP DBA PERFORMANCE CDJR

Print

SignatureDate:

List of Exhibits

Exhibit A – Quote and Specifications

2023 Ram 1500 CREW 4x4 - CITY OF COLUMBIA P0 193730

STEP #1 SELECT MODEL CODE

	\$FWP	\$MSRP	BODY MODEL
2023 Ram 1500 CREW 4x4 - CITY OF COLUMBIA P0 193730	\$ 40,793	\$ 42,670	DS6L98
DESTINATION CHARGE	\$	1,795.00	

STEP #2 QUICK ORDER PACKAGE

POWERTRAIN AVAILABILITY

ENGINE	\$FWP	\$MSRP	TRANSMISSION	\$FWP	\$MSRP
3.6I V6 24V V V T ENGINE	\$ -	\$ -	8 SPD AUTO 850RE TRANSMISSION (DFT)	\$ -	\$ -

PACKAGE CODE: 29B

BASE UNIT: FWP MSRP
\$ 40,793.00 \$ 42,670.00

STEP #3 FACTORY OPTIONS

CODE	DESCRIPTION	\$FWP	\$MSRP
GXM	REMOTE KEYLESS ENTRY WITH ALL SECURE	\$ 175.00	\$ 190.00
TTB	LT265/70R17E BSW A/T TIRES	\$ 231.00	\$ 250.00
XFH	CLASS IV HITCH RECEIVER	\$ 317.00	\$ 345.00
TXX8	HD VINYL 40/20/40 SEAT	\$ -	\$ -
XCH	2 ADDITIONAL KEY FOBS	\$ 180.00	\$ 195.00
MRU	MOPAR BLACK TUBULAR SIDE STEPS	\$ 640.00	\$ 695.00
ADB	PROTECTION GROUP	\$ 364.00	\$ 395.00
XME	MOPAR UNDER RAIL BOX BEDLINER	\$ 336.00	\$ 365.00
			TOT
		\$ 2,243.00	\$ 2,435.00
		FWP MSRP	
		\$ 43,036.00	\$ 45,105.00

BID NUMBER: TB3134

GPC AMOUNT \$ 3,000

DATE

9/18/2022

CONTRACT

4400029871

TOTAL LESS DESTINATION:

Less: Holdback Allowance: \$ (1,353.15)
Less: Delivery Allowance: \$ (426.70)
Less: Bid Allowance: \$ (3,000.00)
Less: MAF: \$ -

PLUS: Destination \$ 1,795.00
PLUS: Billable Fuel \$ 14.00 (Guestimate)

NET POC INVOICE: \$ 40,065.15

SC 2023 CONTRACT PRICE \$ 41,868.08

TOTAL FOR 2 VEHICLES THIS SPEC \$ 83,736.16

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: August 31, 2022

Solicitation: 5400023824
Description: STC FOR VEHICLES
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 **September 13, 2022**. 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.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400029875

Awarded To: ALAN JAY FLEET SALES (7000281243)
5330 US HWY 27 S
SEBRING FL 33871

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00006	Chevrolet Vehicles	6.0%
00007	GMC Vehicles	6.0%
00008	CDJR Vehicles	6.0%
00009	Ford Vehicles	6.0%
00010	Nissan Vehicles	6.0%

Contract Number: 4400029866

Awarded To: DICK SMITH FORD (7000088455)
7201 GARNERS FERRY RD
COLUMBIA SC 29209

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00004	Ford Vehicles	6.0%
00005	Hyundai Vehicles	6.0%
00006	Nissan Vehicles	6.0%

Contract Number: 4400029872

Awarded To: EXCEL TRUCK GROUP (7000245133)
2790 SHOP ROAD
COLUMBIA SC 29209

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00003	Western Star Vehicles	6.0%
00004	Freightliner Vehicles	6.0%

Contract Number: 4400029868

Awarded To: HERLONG FORD (7000178414)
775 AUGUSTA RD
EDGEFIELD SC 29824

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	Ford Vehicles	6.0%

Contract Number: 4400029867

Awarded To: HORACE G ILDERTON LLC (7000093962)
701 S MAIN ST
HIGH POINT NC 27260

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	CDJR Vehicles	6.0%

Contract Number: 4400029864

Awarded To: LYNN COOPER INC (7000025437)
305 EAST MAIN STREET
CLINTON SC 29325

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	CDJR Vehicles	4.5%

Contract Number: 4400029871

Awarded To: PERFORMANCE CDJR (7000241847)
605 WARSAW HWY
CLINTON NC 28328

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	CDJR Vehicles	5.0%

Contract Number: 4400029873

Awarded To: PERFORMANCE FORD INC (7000253842)
213 SOUTHEAST BLVD
CLINTON NC 28328

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	Ford Vehicles	5.0%

Contract Number: 4400029870

Awarded To: SANTEE AUTOMOTIVE LLC (7000214142)
2601 PAXVILLE HIGHWAY

MANNING SC 29102

Initial Contract Period: September 13, 2022 through September 12, 2023
Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00003	CDJR Vehicles	6.0%
00004	Ford Vehicles	6.0%

Contract Number: 4400029876
Awarded To: SHEALYS TRUCK CENTER INC (7000028278)
 PO Box 12027
 COLUMBIA SC 29211

Initial Contract Period: September 13, 2022 through September 12, 2023
Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00006	Isuzu Vehicles	5.88%
00007	Mack Vehicles	5.88%
00008	Volvo Vehicles (Cab & Chassis Only)	5.88%

Contract Number: 4400029869
Awarded To: STIVERS FORD LINCOLN INC (7000191947)
 4000 EASTERN BLVD
 MONTGOMERY AL 36116

Initial Contract Period: September 13, 2022 through September 12, 2023
Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	Ford Vehicles	5.0%

Contract Number: 4400029874
Awarded To: US FLEET SOURCE (7000264582)
 979 S VILLAGE OAKS DR
 COVINA CA 91724

Initial Contract Period: September 13, 2022 through September 12, 2023
Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	Subaru Vehicles	6.0%

Contract Number: 4400029865

Awarded To: VIC BAILEY FORD INC (7000079092)
501 E DANIEL MORGAN AVE
SPARTANBURG SC 29304-3568

Initial Contract Period: September 13, 2022 through September 12, 2023

Maximum Contract Period: September 13, 2022 through September 12, 2024

Item	Description	Cost + Percent
00002	Ford Vehicles	6.0%

Procurement Officer
MICHAEL SPEAKMON



CONTRACT FOR VEHICLE(S)

This Contract is being awarded under Sourcewell Contract #101221-SCA (SE – Sewer Vacuum).

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Jet-Vac Equipment Company with legal address and principal place of business at PO Box 6680, Sumter, SC 29154 (hereinafter referred to as the “Vendor”), for the purchase of a 900 – ECO 12 Yard Truck Mounted Combination Sewer Cleaner Vacuum System.

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

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

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

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

4. **SCHEDULE FOR DELIVERY OF VEHICLE(S) AND/OR SERVICES** – The Vendor shall deliver any and all vehicle(s) and/or services purchased in this Contract under the direction of the Street Division.
5. **COMPENSATION** – (See Exhibits A)
- A. The compensation to be paid by the City to the Vendor under this Agreement, in an amount of Five Hundred Six Thousand, Five Hundred Thirty-Four Dollars and Seventy-Seven Cents, (\$506,534.77).
 - B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicle(s) and/or services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

Failure of the Vendor to follow these invoice requirements will result in the delay of payment of the invoice.
 - C. ☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
 - D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material

City of Columbia and Jet-Vac Equipment Company

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

SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #101221-SCA (SE – SEWER VACUUM).

6. Vendor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle(s) and/or services as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Quotes and Specifications).

7. **MISCELLANEOUS**

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

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

- D. In the event there are any disagreements between the City and the Vendor with regard to any of the requirements, specifications or interpretation of this Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Vendor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington

City of Columbia and Jet-Vac Equipment Company

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

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- G. The failure of either the Vendor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
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2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Jet-Vac Equipment Company

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

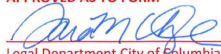
“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	APPROVED AS TO FORM
		
		Legal Department City of Columbia, SC
		10/18/2022

Jet-Vac Equipment Company

_____	_____	Date: _____
Print	Signature	

List of Exhibits

Exhibit A – Quotes and Specifications

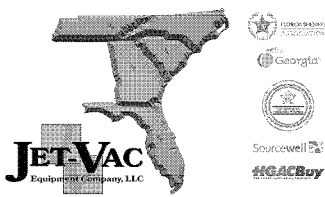


Exhibit A

5746 Broad Street
SUMTER, SC 29154

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

4.d

781 Frost Bottom Road
OLIVER SPRINGS, TN 37840

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: CITY OF COLUMBIA
ATTN: ROBERT SWEATT
2910 COLONIAL DR
COLUMBIA, SC 29203-6812

Invoice To: City of Columbia Streets Division
Attn: Accounts Payable*
AccountsPayable@columbiasc.gov
COLUMBIA SC 29217

Attention: ROBERT SWEATT

Branch 10 - SUMTER		
Date 10/14/2022	Time 10:16:13 (O)	Page 1
Account No COLUM008	Phone No 8035453790	Est No 00 Q00363
Ship Via Delivered	Purchase Order TBD	
Tax ID No		
		Salesperson KW1 / HH1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/14/2022 Amount

Sourcewell Contract #101221-SCA (SE - Sewer Vacuum) 395498.95

900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner

Vacuum System:

4400 CFM Blower

8" Vacuum Hose system

18" Hg vacuum rating

Dual Cyclone Separator

Dual Element 10 Micron Final Filter

Remote Vacuum Relief

Analog Vacuum Display

(6) Tube / Tube Rack

Boom:

Telescoping Boom System

Telescoping Reach 17' 2" to 27' 2"

Hydraulic Powered Boom

180° Working Radius

Boom Joystick Control

Debris Tank:

12 Cubic Yard Capacity

Exten Steel Construction

Debris Level Indicator

Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)

Dual Ported Rear Door w/ Knife Valve

Dump Height 60"

Hydraulic Open/Close/Lock Door

Water System:

1300 Gallon Capacity Water Tank

Giant plunger style triplex 65 gpm @ 2000 psi w/30 min run

dry

Black Duraprolene Water Tank Construction w/10 Year

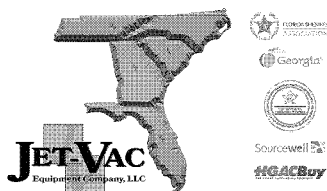
Warranty

Cold Weather Recirculation System

2.5" Hydrant Fill system

Thank You For Your Business!

Packet Pg. 115



5746 Broad Street
SUMTER, SC 29154

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

4.d

781 Frost Bottom Road
OLIVER SPRINGS, TN 37840

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: CITY OF COLUMBIA
ATTN: ROBERT SWEATT
2910 COLONIAL DR
COLUMBIA, SC 29203-6812

Invoice To: City of Columbia Streets Division
Attn: Accounts Payable*
AccountsPayable@columbiasc.gov
COLUMBIA SC 29217

Attention: ROBERT SWEATT

Branch 10 - SUMTER		
Date 10/14/2022	Time 10:16:13 (O)	Page 2
Account No COLUM008	Phone No 8035453790	Est No 00 Q00363
Ship Via Delivered	Purchase Order TBD	
Tax ID No		
		Salesperson KW1 / HH1

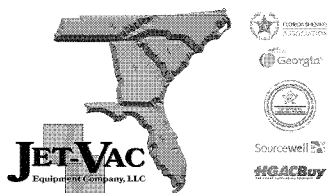
EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/14/2022 Amount

Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports
Electrical:
NEMA 4 Control Panel
Hour Meter (Blower & Water Pump)
Military Spec. Sealed Switches
Truck:
Mounting to Approved Chassis
(1) Alum Toolbox 24"x42"x100" - Behind Cab
LED D.O.T. Approved Lighting
Hose Reel & Hose:
Front Mounted Telescoping & Rotating
800' X 1" Hose Capacity
10' Leader Hose
Single Side Controls
Accessories:
(3) 8" x 6' Extension Tube
(1) 8" X 3' Extension Tube
(1) 8" x 6' Crowned Suction Nozzle
(1) 6" x 10' Flat Discharge Hose
(6) Quick Clamps
BB Hose Guide
Tri-Star (chisel point) nozzle
DD (high flow) nozzle
Finned Nozzle extension
Nozzle Rack (Mounted midship toolbox)
25' Fill Hose
Upstream Pulley Guide
Washdown gun
Cleaner, Tip, Torch, Small
(1) Hydrant Wrench

Thank You For Your Business!

Packet Pg. 116



5746 Broad Street
SUMTER, SC 29154

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

4.d

781 Frost Bottom Road
OLIVER SPRINGS, TN 37840

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: CITY OF COLUMBIA
ATTN: ROBERT SWEATT
2910 COLONIAL DR
COLUMBIA, SC 29203-6812

Invoice To: City of Columbia Streets Division
Attn: Accounts Payable*
AccountsPayable@columbiasc.gov
COLUMBIA SC 29217

Attention: ROBERT SWEATT

Branch 10 - SUMTER		
Date 10/14/2022	Time 10:16:13 (O)	Page 3
Account No COLUM008	Phone No 8035453790	Est No 00 Q00363
Ship Via Delivered	Purchase Order TBD	
Tax ID No		
		Salesperson KW1 / HH1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/14/2022 Amount

(1) Paper Owner's Manual

*****ADDITIONAL OPTIONS TO INCLUDE THE FOLLOWING*****

AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION

FOOTAGE METER (mounted on jet hose reel)

600' x 1" I.D. x 2500 P.S.I. Sewer Hose

SINGLE PISTON 80 GPM @ 2500 PSI WATER PUMP (includes drain valves)

ACCUMULATOR FOR SINGLE PISTON PUMP

WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)

FILL HOSE STORAGE RACK

STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)

2" Y-STRAINER ON INLET FILL SYSTEM

CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)

REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes)

(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder

DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Note: Tied to vacuum relief and opens vacuum relief valve.

DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose reel & midship stations)

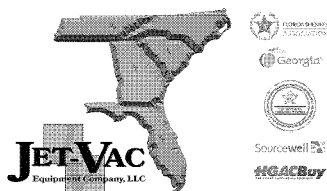
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)

DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)

WIRELESS REMOTE CONTROL PENDANT (controls include hose reel

Thank You For Your Business!

Packet Pg. 117



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Tax ID No		
		Salesperson KW1 / HH1

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Description ** Q U O T E ** EXPIRY DATE: 11/14/2022 Amount

payout/retrieve, water pump on/off, vacuum relief
open/close, boom up/down, boom left/right, boom
extend/retract and module kill switch)
WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck
is taken out of neutral with remote not in docking station)
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear
mounted camera heads with monitor in cab)
(4) LED FLUSH MOUNTED STROBES: (2) FRONT & (2) SIDE FACING
LED ARROW STICK
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air
system)
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
CENTRAL LUBRICATION SYSTEM
(2) TOW HOOKS REAR BUMPER

Freightliner 114SD Cummins 370HP 118573.00

Miscellaneous Charges/Credits

EQP SHIPPING	Qty: 1	Price: 3500.00	3500.00
EQP SOURCEWELL DISCOUNT	1	11037.18	11037.18-

Subtotal: 506534.77

SC CITY TAX: 5065.35

SC SPECIAL TAX: 5065.35

SC STATE TAX: 30392.09

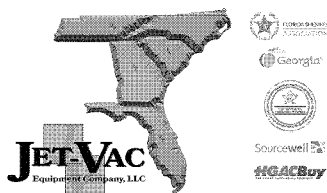
Quote Total: 547057.56

Authorization: _____

Beginning July 1, 2017, vehicles, trailers, semi-trailers
and other items required to be registered with the SC DMV
are exempt from the Max Tax Sales Tax and subject to the
new Infrastructure Maintenance Fee instead. This fee is 5%
of the gross sales price or \$500, whichever is less. This
fee has NOT been collected for this sale, as it must be

Thank You For Your Business!

Packet Pg. 118



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Tax ID No		
		Salesperson KW1 / HH1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/14/2022 Amount

paid to SC DMV when the vehicle is registered.

Thank You For Your Business!

Packet Pg. 119



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to Ratify Emergency Procurements and Approve a New Professional Services Agreement for the Rapid Shelter Columbia Project, as requested by City Administration. Award to the following vendors in the total amount of \$1,165,302.54.

REQUISITION NO.: R219246, P196142, P196143

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Vendor and Location	Description	Procurement Method
Allied Universal Security Services Columbia, SC	Security Services requested by the Columbia Police Department on October 5, 2022	SC State Contract #4400027825
<i>Funding Source: American Rescue Plan Act - Rapid Shelter Columbia (ARPA202205-2619999) - \$980,318.88</i>		
Adam Araujo/Purfect Turf Elgin, SC	Turbo Flow Turf requested by the Support Services Division on September 28, 2022	Emergency Procurement
<i>Funding Source: General Capital Projects - Rapid Shelter Columbia - Capital Project Costs (403999-CP901301-658650) - \$78,787.26</i>		
Portable Restroom Trailers, LLC Clover, SC	Portable Restroom Trailers requested by the Support Services Division on September 28, 2022	Emergency Procurement
<i>Funding Source: General Capital Projects - Rapid Shelter Columbia - Capital Project Costs (403999-CP901301-658650) - \$106,196.40</i>		

ATTACHMENTS:

- **#a:** Final.Agreement.RapidShelterSecurityServices.AlliedUniversalSecurity (PDF)
- **#b:** Purfect Turf (JPG)
- **#c:** Portable Restroom Trailers (JPG)

Allied Universal Security
Rapid Shelter Security Services



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under State Contract # 4400027825.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Allied Universal Security, (hereinafter referred to as the “Contractor”), to provide security services for the rapid shelter center and overflow center for the City of Columbia, SC.

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial

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Rapid Shelter Security Services

term of one (1) year, with the option to continue with work for three (3) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

6. **COMPENSATION** – (See Exhibit B)
 - A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Nine Hundred Eighty Thousand, Three Hundred Eighteen Dollars and 88/100 (\$980,318.88).

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

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C. Invoicing Procedure

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

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

1. The Contractor is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor

Allied Universal Security
Rapid Shelter Security Services

must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. INDEMNIFICATION & INSURANCE

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

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

Allied Universal Security
Rapid Shelter Security Services

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the

Allied Universal Security
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project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of

Allied Universal Security
Rapid Shelter Security Services

Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Contractor shall procure a City of Columbia business license while performing services under this Agreement.
9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Contractors successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF CONTRACTOR** – The Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and

Allied Universal Security
Rapid Shelter Security Services

F. By mutual agreement.

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

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

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201

Allied Universal Security

Name: Thomas Collins
Title: Business Development Manager
Address: 140 Stone Ridge Drive, Suite 650
Columbia, SC, 29210
Phone: 803-781-6260

Allied Universal Security
Rapid Shelter Security Services

Phone: (803) 545-3470

Fax: 803-765-2926

Fax: (803) 758-1013

Email: Thomas.collins@aus.com

Email: procurement@columbiasc.gov

15. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees

Allied Universal Security
Rapid Shelter Security Services

as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not,

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

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including

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Rapid Shelter Security Services

- selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

16. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Contractor must comply with the conditions of federal funding as follows:

Allied Universal Security
Rapid Shelter Security Services

- A. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Engineering Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Engineering Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Engineering Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- B. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Engineer represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.
- C. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 2 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Engineering Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Engineering Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.
- D. AMERICANS WITH DISABILITIES ACT: Engineering Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Engineering Consultant and the activities to be performed by Engineering Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Engineering Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Engineering Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Engineering Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

Allied Universal Security
Rapid Shelter Security Services

- E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Engineer will report each violation to the City, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Engineer agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

- F. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- G. The Engineer acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Engineering Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.
- H. AMENDMENTS: The parties may amend the 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 the 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 on the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be

Allied Universal Security
Rapid Shelter Security Services

incorporated only by written amendment and signed by both parties.

- I. The City will maintain oversight to ensure the Engineer performs in accordance with all terms, conditions and specifications. The Engineer will be responsible for performance of all services required by the Agreement.
- J. ACCESS TO RECORDS: The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by FEMA Administrator or the Comptroller General of the United States.

- K. DHS SEAL, LOGO, AND FLAGS: The Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.
- L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.
- M. LABOR STANDARDS AND DAVIS-BACON ACT: Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours

Allied Universal Security
Rapid Shelter Security Services

and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. Contractor will comply with the following conditions:

- a. Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and

Allied Universal Security
Rapid Shelter Security Services

liquidated damages as provided in the clause set forth in paragraph (B) of this section.

d. Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (a) through (d) of this section.

N. SECTION 3:

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

b. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Columbia Community Development policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or City of Columbia Community Development requirements.

c. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to

Allied Universal Security
Rapid Shelter Security Services

have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

d. Noncompliance with HUD 24 CFR Part 75 regulation or City of Columbia Community Development policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Columbia Community Development.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

Allied Universal Security
Rapid Shelter Security Services

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/25/2022

ALLIED UNIVERSAL SECURITY

Print: Name/Title

Signature

Date: _____

(Corporate Seal)

Attest

Signature

Date: _____

Allied Universal Security
Rapid Shelter Security Services

List of Exhibits

Exhibit A – Scope of Work/ Schedule for Completion of Services

Exhibit B – Compensation

Exhibit C – Business Information Statement for Subcontractors

Exhibit D – Federal Guidelines for Contracting and Fair Labor Standards

EXHIBIT A – SCOPE OF WORK/SCHEDULE FOR COMPLETION OF SERVICES

1. Security services provided for the City of Columbia, SC Rapid Shelter Center and Overflow Center formerly known as Inclement Weather Center (IWC):
 - A. Services to be provided 24/7, 365 days per year for the Rapid Shelter Center;
 - B. Services for the Overflow Center to be provided between 5:30 p.m. – 7:00 a.m., from November 1 – March 31 when overnight temperature is expected to drop to or below 40 degrees;
 - C. Services provided at 191 Calhoun Street
2. The services shall include the following number of guards:
 - A. Rapid Shelter Center – one (1) armed supervisor and three (3) unarmed guards;
 - B. Overflow Center – one (1) unarmed guard;
 - C. The City reserves the right to determine and adjust the total number of guards;
 - D. For continuity in staffing services, the City requires Allied Universal Security establish and utilize a core team;
 - E. The City may utilize guards from the Rapid Shelter Center to increase the number of guards at the Overflow Center
3. The City, in conjunction with Allied Universal will review the guard requirement as needed
4. The City maintains the right to adjust the number of guards as needed at either location. Hourly rates will not increase should the need for additional guards be necessary.
5. Check residents in and out utilizing metal detection devices
6. Maintain regular foot patrol of property
7. Video surveillance
8. Handle all incidents in a professional manner with first emphasis on de-escalation as the priority
9. Proper reporting and handling of any incidents
10. Provide weekly reporting to City of Columbia Police Department or as requested
11. Security staff will be clearly defined, professionally uniformed, and hold all required certifications and licensing
12. If the City determines additional security duties are required, it will notify Contractor appropriately to include within the Scope of Work of this agreement

EXHIBIT B – COMPENSATION

Rapid Shelter Center Coverage

Position	Pay Rates	Bill Rates	Holiday / Overtime Rates	Hours Per Week	Weekly Costs	Annual Costs
Armed Security Officers	\$18.50	\$25.53	\$35.74	336 HPW	\$8,578.08	\$446,060.16
Unarmed Security Officers	\$17.00	\$23.46	\$32.84	336 HPW	\$7,882.56	\$409,893.12
Hybrid Program				336 HPW	\$8,230.32	\$427,976.64

The above pricing scenarios are for the cost of two (2) officers around the clock (24/7, 365 days per year). Hybrid program will consist of one armed and one unarmed Security Professional. The hourly rate will not change from the above pricing.

Inclement Weather Center (IWC) Overflow Shelter Coverage - Temporary Rates

Position	Pay Rates	Bill Rates	Holiday / Overtime Rates	Hours Per Week	Weekly Costs	Annual Costs*
Armed Security Officers	\$18.50	\$25.53	\$35.74	HPW	\$7046.28	\$155,018.16
Unarmed Security Officers	\$17.00	\$23.46	\$32.84	HPW	\$6474.96	\$142,449.12

The above pricing scenario will apply for all surge coverage hours for winter months (November 1, - March 31) when the temperature is expected to drop to or below 40 degrees.

*Annual Costs calculated using the assumption the IWC is open every night (22 weeks) for the period November 1 – March 31.

EXHIBIT C - BUSINESS INFORMATION RECORD for SUBCONSUTANTS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
N/A				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT \$ N/A
TOTAL CONTRACT AMOUNT: \$ 980,318.88

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

Business Name: Allied Universal Security

Representative Name/Title: Thomas Collins/Business Development Manager

Date: 10/12/2022



EXHIBIT D - Federal Guidelines for Contracting and Federal Labor Standards

The contractor acknowledges that federal financial assistance will be used to fund the Contract. Contractor will comply with all applicable federal law, regulations, executive orders, and agency policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Compliance with Federal Regulations: *The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD.*

1. RELIGIOUS ACTIVITIES 24 CFR 570.200 (j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

2. POLITICAL ACTIVITIES 24 CFR 570.207

CONTRACTOR will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

a) HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

CONTRACTOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

3. OTHER PROGRAM REQUIREMENTS 24 CFR

CONTRACTOR shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CONTRACTOR will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

4. GENERAL-24 CFR 570.600

CONTRACTOR agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

5. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT-24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating CONTRACTOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

6. SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

7. SECTION 3

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance.

provided under this contract and binding upon the Contractor, the Subcontractor and any of the Subcontractors. Failure to fulfill these requirements shall subject the Contractor, the Subcontractor and any of the Subcontractor's Subcontractor, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is an activity assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the activity area and contracts for work in connection with the activity be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the activity is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction activity are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded activity is located; where feasible, priority should be given to low- and very low-income persons within the service area of the activity or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction activity are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded activity is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs.

8. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. Contractor will comply with the following conditions:

- a) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- d) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include

in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708)

When applicable all contracts awarded by the City in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5) Under 40 USC 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40.

10. ENVIRONMENTAL STANDARDS 24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance cannot be reimbursed. The City is responsible for providing the Contractor the HUD required Environmental Clearance Authorization.

11. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

12. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

CONTRACTOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

13. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

14. LEAD-BASED PAINT 24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead- based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead- based paint hazards.

15. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS 24 CFR 570.609

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies

available to the State of South Carolina Emergency Management Division and the City of Columbia, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor shall comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000; sub-part C during the duration of the project and throughout the period that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions throughout the duration of this contract.

The Contractor shall notify the City, if your firm or sub-contractor(s) becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the Termination for Cause provisions contained elsewhere in the contract.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS – 2 CFR PART 200

CONTRACTOR shall comply with the requirements and standards of this Super Circular.

17. CONFLICT OF INTEREST 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of CONTRACTOR who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

18. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

19. DRUG-FREE WORKPLACE

As a Contractor of CDBG funds, and in connection with public services offered, the CONTRACTOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that CONTRACTOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

20. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits CONTRACTOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as ADA) as applicable to the CONTRACTOR and the activities to be performed by CONTRACTOR under the scope of this Agreement. If employing more than fifteen (15) employees, CONTRACTOR agrees to comply fully with Title I of the ADA as set forth at 28 CFR Part 130. If providing public accommodations as defined by the Act in Section 301(7)(A) -(L), CONTRACTOR agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, CONTRACTOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

22. ACCESS TO RECORDS

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement. In addition, the following access to records requirements apply to the contract:

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

23. CONFIDENTIALITY

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Agreement 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.

24. INTEREST OF CONTRACTOR

The Contractor covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement 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 the Agreement.

25. PROGRAM FRAUD AND FALSE OR FRAUDELEND STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The False Claims Act (FCA), 31 U.S.C. §§ 3729

Under Liability for Certain Acts, in general any person who:

- a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval

- b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a fraudulent claim;
- c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);
- d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 ([28 U.S.C. 2461](#) note; [Public Law 104-410 \[1\]](#)), plus 3 times the amount of damages which the Government sustains because of the act of that person.

26. CLAIMS AND DISPUTES 2 CFR 200.318(k)

This contract is subject to Contract Disputes.

- All disputes arising under or relating to this contract shall be resolved under this clause.
- Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision.

All claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 (six) months after accrual of the claim to the Contracting Officer for a written decision.

A claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer. The Contractor shall provide the certification specified below when submitting any claim.

- a) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- b) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- c) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

For Contractor claims, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request.

The Contracting Officer's decision shall be final unless the Contractor appeals.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on claims shall be paid at the rate which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

27. DISPUTES

This contract is subject to 41 U.S.C. chapters 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the Claims and Disputes Clause. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

28. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

Such action shall include, but not be limited to 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.
- g) The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-

contractor or vendor as a result of such direction by the administering agency the Contractor may request United States to enter into such litigation to protect the interests of the United States.

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding twenty-five thousand dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

30. USE OF RECOVERED MATERIALS

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired.

31. OVERSIGHT 2CFR 200.318(b)

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b) (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to: Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

33. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

() The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(4) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(2) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Requisition# P186143

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure turbo flow turf, envirofill infill(top dressing),
turf seam glue, and turf spikes and staples. (1)

as an emergency procurement from Purfect Turf (2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Due to time sensitive of reopening the Emergency Shelter, this vendor was recommend from
previous service render to the City of Columbia Public Works and this product will
work with the drainage system.

10/12/2022

Date

Amount: ~~\$75,000.00~~ ^{net} \$78,787.26

[Signature]
Signature of Department Head

10/29/2022
Date

[Signature]
Signature of Purchasing Agent

10/29/2022
Date

for [Signature]
Signature of Finance Director

10/25/2022
Date

*Form must be routed in
the order of the signatures*

[Signature]
Signature of Asst. City Manager

10/26/22
Date

[Signature]
Signature of City Manager

10/26/2022
Date

Notes: (1) Enter description of goods or services to be procured.

(2) Enter name of emergency contractor.

(3) Enter the determination and basis for emergency procurement

Rev 05/14/18 Form 0102

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

Requisition# P186142

JUSTIFICATION FOR

EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure a total of five station portable restroom trailer with standard toilets, sinks, fresh water tank, waste tank, private floor, and three season heat package.

as an emergency procurement from Portable Restroom Trailers (2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Due to time sensitive for the Rapid Shelter Columbia project, this vendor was the only vendor on site to meet the deadline. (3)

10/12/2022

Date

Amount \$ 98,330.00 ^{QTR} \$106,196.40

[Signature]
Signature of Department Head

10/20/22
Date

[Signature]
Signature of Purchasing Agent

10/20/2022
Date

[Signature]
Signature of Finance Director

10/20/2022
Date

[Signature]
Signature of Asst. City Manager

10/20/2022
Date

[Signature]
Signature of City Manager

10/20/2022
Date

Form must be routed in the order of the signatories

Notes: (1) Enter description of goods or services to be procured.

(2) Enter name of emergency contractor.

(3) Enter the determination and basis for emergency procurement.

Rev 05/14/18 Form 0102

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.



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #9 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water on September 20, 2022. Award to Utility Service Company, Inc. in the amount of \$618,786.00. This firm is located in Perry, GA. This is the final amendment for this contract.

REQUISITION NO.: R218165

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Columbia Canal WTP (5516206-WM432601-638305) \$502,439.00 and Utilities Lake Murray Water Plant (5516207-WM432601-638305) \$116,347.00. The original budget amount is \$3,365,896.00. The budget amount for this amendment is \$618,786.00. The total revised budget amount is \$3,984,682.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
Utility Service Company, Inc. is the prime contractor and will provide renovation, painting, and preventative maintenance services at 68.26% (\$422,408.00) of the amendment amount.

The following subcontractors will provide additional services:

Nordic Tank & Tower, Inc., located in Detroit Lakes, MI, will provide blast/paint labor services at 19.51% (\$120,710.00) of the amendment amount.

Carolina Tank Maintenance, LLC, located in Madison, NC, will provide blast/paint labor services at 12.23% (\$75,668.00) of the amendment amount.

Contract Amendment #9 is requested to provide funding for year nine of the nine year contract for water tank maintenance and repainting services.

ATTACHMENTS:

- **#a:** Utility Service Corp Memo (PDF)
- **#b:** CA#9 Utility Service Company WM4326 Tank Maintenance (PDF)
- **#c:** BIR CA#9 Subcontractors Business Information Form (PDF)
- **#d:** PO Mod CA#9 Utility Service Company WM4326 Tank Maintenance (PDF)



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: October 25, 2022

Subject: Recommendation for Approval - Contract Amendment #9 for Project WM4326;
Water Tank Repainting and Maintenance Services

Columbia Water and the Department of Procurement and Contracts request that Council approve Contract Amendment #9 for Project WM4326, Water Tank Repainting and Maintenance Services in the amount of \$618,786.00 to Utility Service Company, Inc. This firm is located in Perry, GA.

This contract with Utility Service Company is for the required annual inspection of Columbia Water's twenty four elevated water storage tanks and standpipes. Also included in their contract is minor repair, washing, interior painting, and exterior painting of these tanks. A schedule of the particular type of work to occur at each tank each year is developed by Utility Service Company with Columbia Water staff input.

This work is documented every year in a report that includes photographs, recording any repairs that have been made or that may be necessary in the future. This report is made available to SCDHEC during their periodic sanitary surveys (system inspections).

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

Contract Amendment #9

WM4326 Water Tank Maintenance and Repainting

ENGRFP006-13-14

Utility Service Company, Inc.

October 11, 2022

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Utility Service Company, Inc. (Contractor) dated November 18, 2014 (Agreement) to provide funding for year nine (9), the final year of the nine (9) year contract for water tank maintenance and repainting services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Monetary Award and Term of Three (3) Years 11/18/2014 – 11/17/2017; Purchase Order# P148544):	\$100,985.00
Contract Amendment #1 (Funding Increase; Purchase Order# P155855):	\$250,369.00
Contract Amendment #2 (Funding Increase; Purchase Order# P163382):	\$507,907.00
Contract Amendment #3 (Funding Increase; Provide Revised Schedule; Contract Extension 11/18/2017 – 11/17/2020; Purchase Order# P170784):	\$359,323.00
Contract Amendment #4 (Funding Increase; Provide Revised Schedule; Purchase Order# P170784):	\$464,404.00
Contract Amendment #5 (Funding Increase; Provide Revised Schedule; Purchase Order# P184314):	\$421,982.00
Contract Amendment #6 (No Cost Time Extension 11/18/2020 – 11/17/2023; Purchase Order# P187563):	\$00.00
Contract Amendment #7 (Increase Funding; Purchase Order# P187563):	\$645,742.00
Contract Amendment #8 (Increase Funding; Purchase Order# P192886):	\$615,184.00
Current Contract Total:	\$3,365,896.00
This Change Amendment #9 (Increase Funding; Requisition# R218165):	\$618,786.00
Revised Contract Price:	\$3,984,682.00

INTENTIONALLY LEFT BLANK

This Change is Acceptable:

Name of Firm

Utility Service Company, Inc.

City of Columbia

Office of the City Manager

Jonathan Cato, Chief Operating Officer

Print Name



Signature

October 19, 2022

Date _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/18/2022

Teresa Wilson, City Manager

Signature

Date _____

Option 3 Three Year Invoicing 2020-2023 Melrose Tank 1 Coat 72 System

INVOICING					Year 7-9
Customer Tanks	7	8	9		Invoicing
Ames Road Tank; 500,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Canal Plant Tank; 150,000G Elevated	\$ 2,000	\$ 81,039	\$ 2,101	\$	85,140
Chapin Tank; 150,000G Elevated	\$ 678	\$ 631	\$ 647	\$	1,955
Cushman Tank; 2,150,000G Standpipe	\$ 141,490	\$ 2,050	\$ 647	\$	144,187
Fairfield Tank; 2,000,000G Standpipe	\$ 153,083	\$ 2,050	\$ 647	\$	155,780
Fort Jackson North Tank; 2,000,000G GST	\$ 137,912	\$ 2,050	\$ 647	\$	140,609
Fort Jackson South Tank; 2,000,000G GST	\$ 2,000	\$ 631	\$ 146,562	\$	149,193
Hobart Tank; 500,000G Elevated	\$ 154,322	\$ 631	\$ 2,101	\$	157,054
Horseshoe Tank; 1,500,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Lake Murray Tank; 500,000G Standpipe	\$ 2,000	\$ 631	\$ 69,632	\$	72,263
Lower Richland Tank; 250,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Melrose Tank; 1,500,000G Elevated	\$ 615	\$ 363,267	\$ 647	\$	364,529
Monticello/Bible Tank; 300,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
New Ballentine Tank; 2MG Composite	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
New Genstar Tank; 2MG Composite	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Rimer Pond Road Tank; 2,000,000G Composite	\$ 678	\$ 2,050	\$ 647	\$	3,375
San Marco Tank; 1,000,000G Standpipe	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
St. Andrews Tank; 1,500,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
St. James Tank; 2,000,000G Standpipe	\$ 678	\$ 2,050	\$ 647	\$	3,375
Summit Avenue Tank; 250,000G Elevated	\$ 615	\$ 114,579	\$ 647	\$	115,841
Upper Richland Tank; 250,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
Village at Sandhill Tank; 2,000,000G Composite	\$ 678	\$ 2,050	\$ 647	\$	3,375
Wales Garden Tank; 1,500,000G Elevated	\$ 2,000	\$ 631	\$ 344,885	\$	347,516
Woodfield Tank; 250,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
Emergency Services - All Tanks	\$ 29,538	\$ 30,277	\$ 31,034	\$	90,849
TOTAL INVOICING	\$ 645,742	\$ 615,184	\$ 618,786	\$	1,879,711

City of Columbia Tanks and Standpipes

WTP	Site Name	Storage Capacity	CA # 9 WM4326
LMWP	Ames Road Tank	500,000	\$ 2,101.00
CCWP	Canal Washwater Tank	150,000	\$ 2,101.00
LMWP	Chapin Elevated Tank	150,000	\$ 647.00
CCWP	Cushman Road SP & PS	2,150,000	\$ 647.00
LMWP	Fairfield SP & PS	2,000,000	\$ 647.00
CCWP	Fort Jackson (North) SP & BPS	2,000,000	\$ 647.00
CCWP	Fort Jackson (South) SP & PS	2,000,000	\$ 146,562.00
LMWP	Hobart Elevated Tank	500,000	\$ 2,101.00
CCWP	Horseshoe Elevated Tank	1,500,000	\$ 2,101.00
LMWP	Lake Murray Washwater Tank	480,000	\$ 69,632.00
CCWP	Lower Richland Elevated Tank	250,000	\$ 2,101.00
CCWP	Melrose Heights Elevated Tank	1,500,000	\$ 647.00
LMWP	Monticello/Bible Elevated Tank	300,000	\$ 2,101.00
LMWP	New Ballentine Elevated Tank & PS	2,000,000	\$ 2,101.00
LMWP	New Genstar Elevated Tank	2,000,000	\$ 2,101.00
LMWP	Rimer Pond Road Elevated Tank	2,000,000	\$ 647.00
CCWP	San Marco SP & PS	1,250,000	\$ 2,101.00
LMWP	St Andrews Elevated Tank	1,500,000	\$ 647.00
LMWP	St James SP & BPS	2,200,000	\$ 647.00
LMWP	Summit Ave Elevated Tank	250,000	\$ 647.00
LMWP	Upper Richland Elevated Tank	250,000	\$ 647.00
LMWP	Villages at Sandhills Elevated Tank	2,000,000	\$ 647.00
CCWP	Wales Garden Elevated Tank	1,500,000	\$ 344,885.00
CCWP	Woodfield Elevated Tank	250,000	\$ 647.00
LMWP	Emergency Services - All Tanks		\$ 31,034.00
TOTAL INVOICING			\$ 618,786.00

PLANT TOTALS		
LMWP	CCWP	GRAND TOTAL
\$ 116,347.00	\$502,439.00	\$ 618,786.00

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract Amendment Total	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Nordic Tank & Tower Inc		Labor- Blast/Paint	\$120,710	19.51		
Semper Fi Industrial Coatings Inc		Labor- Blast/Paint	\$00.00	0.00		
Carolina Tank Maintenance LLC		Labor- Blast/Paint	\$75,668	12.23		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 196,378.00

TOTAL ~~CONTRACT~~ AMOUNT: \$ 618,786.00

Amendment

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

Business Name: - Utility Service Company, Inc.

Representative Name/Title: Karl Nelson/ Director of Operations

Date: 10/19/2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Nordic Tank & Tower Inc.
Company Name

24015 Mill Pond Drive
Physical Address

24015 Mill Pond Drive
Mailing Address

Detroit Lakes, MI 56501
City/State Zip Code + 4

(651) 747-7006 ()
Phone number Fax number

Mike Johnson
Primary Contact Name Secondary Contact Name

mntankpainter@gmail.com
Primary Contact Email Address Secondary Contact Email Address

26-3754021
Federal ID # Vendor #

2) Subcontractors Company information (Primary/Main office location)

Semper Fi Industrial Coatings Inc.
Company Name

1282 Haile Street
Physical Address

1282 Haile Street
Mailing Address

Camden, SC 29020
City/State Zip Code + 4

(517) 281-1321 ()
Phone number Fax number

Steve Birchmeyer
Primary Contact Name Secondary Contact Name

s. little@sfc-usa.com
Primary Contact Email Address Secondary Contact Email Address

83-0626746
Federal ID # Vendor #

3) Subcontractors Company information (Primary/Main office location)

Carolina Tank Maintenance, LLC.
Company Name

2620 Duggins Rd
Physical Address

2620 Duggins Rd
Mailing Address

Madison, NC 27025
City/State Zip Code + 4

(336) 408-7002 ()
Phone number Fax number

John Greer
Primary Contact Name Secondary Contact Name

Hunter4life2323@gmail.com
Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

() ()
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

7) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

8) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

9) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #12 for Project SS7236; Consent Decree Program Management Services, as requested by Columbia Water on September 22, 2022. Award to CDM Smith Inc. in the amount of \$4,100,000.00. This firm is located in Columbia, SC. This is the final amendment for this contract.

REQUISITION NO.: R219058

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - CD Program Management - Capital Project Costs (5529999-SS723623-658650). The original budget amount is \$4,100,000.00.

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Clean Water 2020 Program project. CDM Smith, Inc. will provide program management for the Clean Water 2020 Program in compliance with the Environmental Protection Agency (EPA) Consent Decree, development of Water Information Management System, and oversight of subconsultants at 75.00% (\$3,075,000.00) of the amended amount.

The following subconsultants will provide additional services under Contract Amendment #12:

Atlantic South Consulting Services, LLC, a Minority Business Enterprise located in Columbia, SC, will provide document standardization assistance at 0.51% (\$20,720.00) of the amended amount.

Blue Cypress Consulting, LLC, a Minority Business Enterprise (W) located in Decatur, GA, will provide review of existing data to evaluate the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 3.08% (\$126,566.00) of the amended amount.

Comprehensive Business Consultants, a Minority Business Enterprise (W) located in Columbia, SC, will provide project management oversight services at 7.84% (\$321,394.00) of the amended amount.

DESA Inc., a Minority Business Enterprise (W) located in Columbia, SC, will provide document controls support, public outreach assistance, and project support services at 7.82% (\$320,760.00) of the amended amount.

ELL Enterprises, LLC, a Minority Business Enterprise (W) located in Chapin, SC, will provide support services with America Water Works Association (AWWA) compliance, Environmental Protection Agency (EPA) lead and copper rule compliance, Compliance Schedule Authorizing Provisions (CSAP) plan maintenance, Computerized Maintenance Management System (CMMS) maintenance, and asset management processes services at 5.75% (\$235,560.00) of the amended amount.

Contract Amendment #12 is requested to provide funding for consent decree compliance and infrastructure improvements with an increase for hourly billing rates. This is the tenth of ten additional annual options to extend services.

ATTACHMENTS:

- **#a:** CA#12 SS7236 CW2020 Program - CDM Smith.pdf (PDF)
- **#b:** CDM Smith MT Memo SS7236 CW2020 Program (002) (PDF)
- **#c:** SS7236 CW2020 Program Management Services Tear Sheet 10.13.2022 with Bul.._ (PDF)
- **#d:** Dep. Signed PO Mod CA#12 CDM Smith SS7236 Consent Decree Management Services (PDF)

Contract Amendment #12

SS723622 Consent Decree Program Management Services

ENRFQ003-13-14

CDM Smith, Inc.

September 30, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and CDM Smith, Inc. (Engineer) executed August 21, 2012 (Agreement) to extend the Agreement from March 1, 2023 to June 30, 2023, accept increased hourly billing rates, and to increase funding for consent decree compliance and infrastructure improvements, as outlined in the attachment appended hereto.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term September 4, 2012 to June 30, 2013; Purchase Order# P130982):	\$3,462,300.00
Amendment #1 (Cost Increase/Addition; Time Extension July 1, 2013 to June 30, 2014; Purchase Order# P130982):	\$4,740,000.00
Amendment #2 (Cost Increase/Addition; Time Extension July 1, 2014 to June 30, 2015; Purchase Order# P130982):	\$5,400,000.00
Amendment #3 (Cost Increase/Addition; Time Extension July 1, 2015 to June 30, 2016; Purchase Order# P130982):	\$5,400,000.00
Amendment #4 (Cost Increase/Addition; Time Extension July 1, 2016 to June 30, 2017; Purchase Order# P130982):	\$5,300,000.00
Amendment #5 (Cost Increase/Addition; Time Extension July 1, 2017 to June 30, 2018; Purchase Order# P130982 and P167473):	\$5,300,000.00
Amendment #6 (Cost Increase/Addition; Time Extension July 1, 2018 to June 30, 2019; Purchase Order# P173566):	\$5,000,000.00
Amendment #7 (No Cost Change; Time Extension June 30, 2019 to June 30, 2020; Purchase Order# P173566):	\$00.00
Amendment #8 (Cost Increase/Addition; Purchase Order# P173566 and P180896):	\$4,700,000.00
Amendment #9 (Cost Increase/Addition; Time Extension July 1, 2020 to June 30, 2021; Purchase Order# P186590):	\$4,500,000.00
Amendment #10 (Cost Increase/Addition; Time Extension July 1, 2021 to June 30, 2022; Purchase Order# P191804):	\$4,200,000.00
Amendment #11 (No Cost Change; Time Extension July 1, 2022 to February 28, 2023; Purchase Order# P191804):	\$00.00
Current Contract Amount:	\$48,002,300.00
This Amendment #12 (Cost Increase/Addition; Time Extension March 1, 2023 to June 30, 2023; Requisition# R219058):	\$4,100,000.00
Revised Contract Amount:	\$52,102,300.00

This Change is Acceptable:**Name of Firm**

CDM Smith, Inc.

MURRAY L. DODD**Print Name**Murray L. Dodd**Signature**10/07/2022**Date****City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager**Signature****Date****Witness**

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 10/6/2022

SS 723623 – CONSENT DECREE PROGRAM MANAGEMENT SERVICES FY 22-23

AMENDMENT No. 12 - TO AGREEMENT SS7236

BETWEEN OWNER AND ENGINEER

This Amendment No. 12 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, and as amended in Years 2 through 10, will be authorized and extended for Year 11 of the contract.

2. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

This Amendment No. 12 for Year 11 services are intended to fund efforts from November 1, 2022, to June 30, 2023. A time extension will be created to extend the contract to cover an additional time period for the remaining contract funds past the June 30, 2023 date.

3. The payment for services rendered by ENGINEER shall be as set forth below:

The total compensation for Year 11 services shall not exceed Four Million, One Hundred Thousand and No/100 Dollars (\$4,100,000) (non-inclusive of previous fees) without written authorization.

ENGINEER will submit monthly invoices for services rendered in accordance with original Contract for the work performed under this Amendment No.12 for Year 11 services based on the billing rates listed below and the terms contained in the original contract authorization.

- Rates
 - Officer - \$235
 - Principal / Associate - \$225
 - Senior Professional - \$195
 - Professional IV - \$180
 - Professional III - \$165
 - Professional II - \$150
 - Professional I - \$135
 - Designer / Junior Professional- \$115
 - Senior Support Services - \$135
 - Senior Resident Project Representative - \$135
 - Resident Project Representative - \$105

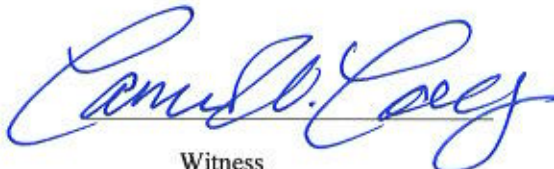
- GIS Specialist - \$105
- Project Administration - \$95
- Intern - \$65

4. Except as herein modified, all terms and conditions of the Agreement shall remain in force and effect.

- A Subconsultant Information Form for Year 11 is attached as Exhibit A to this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 12 as of the date of the last signature hereto.


ENGINEER, CDM Smith Inc.


Witness

Name & Title

MURRAY L. DODD - CLIENT SERVICE LEADER

DATE:

10/07/2022

APPROVED AS TO FORM


Legal Department City of Columbia, SC

10/6/2022

OWNER, City of Columbia, South Carolina

Witness

Name & Title

DATE:

BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (As shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Atlantic South Consulting Services, LLC Duns #145406737 Cage #3TNP4	V013940	Document Standardization Assistance	\$20,720	0.505%	MBE	BM
Blue Cypress Consulting Duns #79267911	V016433	Analyze existing data to evolve the inspection/cleaning program to reduce SSO	\$126,566	3.087%	WBE	FB
Comprehensive Business Consultants Cage #4RY40	V013545	Project Management, Project Management Support	\$321,394	7.839%	MBE, FBE, SBE	BF
DESA Inc. Duns #175250588 Cage # OVYA4	V000544	Document Controls Support, Project Support, Public Outreach	\$320,760	7.823%	MBE, FBE, SBE	BF
ELL Enterprises	V016041	Support with AWWA G200-15 4.2.10 compliance, EPA Lead and Copper Rule compliance, CSAP Plan Maintenance, CMMS Maintenance, and asset management processes	\$235,560	5.745%	FBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT \$ 1,025,000

TOTAL CONTRACT AMOUNT: \$ 4,100,000

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

Business Name: CDM Smith

Representative Name/Title: MURRAY L. DODD - CLIENT SERVICE LEADER

Date: 10/07/2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Atlantic South Consulting Services, LLC
Company Name

1939 Remount Avenue
Physical Address

Mailing Address

North Charleston, SC 29406
City/State Zip Code + 4

(843)823-3770 ()
Phone number Fax number

Adrian Williams Tiffany Williams
Primary Contact Name Secondary Contact Name

awilliams@atlantic-south.com twilliams@atlantic-south.com
Primary Contact Email Address Secondary Contact Email Address

20-0697741 V013940
Federal ID # Vendor #

2) Subcontractors Company information (Primary/Main office location)

Blue Cypress Consulting LLC
Company Name

315 W Ponce de Leon Avenue, Suite 905
Physical Address

Mailing Address

Decatur, GA 30030
City/State Zip Code + 4

(404) 824-7607 ()
Phone number Fax number

Caroline Evans Jeannie Reiter
Primary Contact Name Secondary Contact Name

caroline.evans@bluecypress-consulting.com jeannie.reiter@bluecypress-consulting.com
Primary Contact Email Address Secondary Contact Email Address

46-4703842 V016433

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)Comprehensive Business Consultants

Company Name

121 Executive Center Drive, Suite 113, Columbia, SC 29210

Physical Address

1805 Clemson Road, Box 290433, Columbia, SC 29229

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 733-1607

Phone number

()

Fax number

Gloria C. Tanner

Primary Contact Name

Secondary Contact Name

gtanner@cbcllc-us.com

Primary Contact Email Address

Secondary Contact Email Address

86-1134271

Federal ID #

V013545

Vendor #

4) Subcontractors Company information (Primary/Main office location)DESA, Inc

Company Name

400 Percival Road,

Physical Address

P.O. Box 6805, Columbia, SC 29260-6805

Mailing Address

Columbia, SC 29206-5021

City/State Zip Code + 4

(803) 743-1124

Phone number

(803) 782-6741

Fax number

Diane Sumpter

Primary Contact Name

Camille Shaw

Secondary Contact Name

dianes@desainc.com

Primary Contact Email Address

shaw1@desainc.com

Secondary Contact Email Address

57-0816144

Federal ID #

V000544

Vendor #

5) Subcontractors Company information (Primary/Main office location)

ELL Enterprises
Company Name

607 Village Market Drive
Physical Address

Mailing Address

Chapin, SC 29036
City/State Zip Code + 4

(803) 622-8117 ()
Phone number Fax number

Elisa Limbaugh
Primary Contact Name Secondary Contact Name

Elisalimbaugh@gmail.com
Primary Contact Email Address Secondary Contact Email Address

27-0458796 V016041
Federal ID # Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

() ()
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

SUBCONSULTANT FIRM INFORMATION RECORDS – Exhibit A**City of Columbia****CIP # SS723622 – Year 11 (Amendment No.12)****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. This list includes all sub consulting firms contracted during all preceding years (Yr 1 thru Yr 10) and proposed for Year 11. 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 Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Atlantic South Consulting Services, LLC V013940 1939 Remount Avenue North Charleston, SC 29406	Adrian Williams (843) 823-3770	MBE (Protégé Participant)	Document Standardization Assistance	\$1,396,108 (Total) 2.680% \$20,720 (Year 11 only)* 0.505%
Blue Cypress Consulting V016433 315 W. Ponce de Leon Ave Suite 905 Decatur, GA 30030	Caroline Evens (404) 824-7607	WBE	Analyze existing data to evolve the inspection/cleaning program to reduce SSO	\$374,148 (Total) 0.718% \$126,566 (Year 11 Only)* 3.087%
Bross Group, LLC V016051 200 Union Blvd, Suite 200 Lakewood, CO 80228	Steve Connor (303) 945-2700	FBE	SharePoint/Document Controls Support (provided under previous amendments)	\$305,511 (Total) 0.586% \$0.00 (Year 11)* 0.00%
Carper Consulting V015981 1201 Main St, Suite 1845 Columbia, SC 29201	Lauren Carper, P.E. 843-566-23117	FBE (Protégé Participant)	Project Management, Construction Inspection (provided under previous amendments)	\$525,300 (Total) 1.008% \$0.00 (Year 11)* 0.00%
Civil Engineering Consulting Services, Inc. V013460 2000 Park Street, Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. (803) 779-0311 (ext 224)	FBE (Protégé Participant)	Project Management, Construction Inspection (provided under previous amendments)	\$999,776 (Total) 1.919% \$0.00 (Year 11)* 0.00%

EXHIBIT A
PAGE 1 OF 2

Comprehensive Business Consultants V013545 1728 Main Street Columbia, SC 29201	Gloria Cyprian-Tanner (803) 733-1607	MBE, FBE, SBE (Protégé Participant)	Project Management, Project Management Support	\$2,747,058 (Total) 5.272% \$321,394 (Year 11 Only)* 7.839%
DESA Inc. V000544 400 Percival Road Columbia, SC 29206	Diane Sumpter (803) 743-1124	MBE, FBE, SBE (Protégé Participant)	Document Controls Support, Project Support, Public Outreach	\$3,058,796 (Total) 5.871% \$320,760 (Year 11 Only)* 7.823%
ELL Enterprises V016041 607 Village Market Drive Chapin, SC 29036	Elisa Limbaugh (803) 622-8117	FBE	Support with AWWA G200-15 4.2.10 compliance, EPA Lead and Copper Rule compliance, CSAP Plan Maintenance, Apprenticeship Program Support, CMMS Maintenance, and asset management processes	\$1,080,560 (Total) 2.074% \$235,560 (Year 11 Only)* 5.745%
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 (provided under previous amendments)	\$170,000 (Total) 0.326% \$0.00 (Year 11)* 0.00%
Grice Consulting Group, LLC V014608 1201 Main Street, Suite 1980 Columbia, SC 29201	John Funny (404) 577-6300	MBE	Document Controls Support, Project Management Support (provided under previous amendments)	\$1,481,020 (Total) 2.843% \$0.00 (Year 11)* 0.00%
The LPA Group, (Unit of Michael Baker Corporation) V014158 700 Huger Street Columbia, SC 29021	Mike Leath (803) 254-2211	Non M/F/SBE	Standards Development Consultant Management (provided under previous amendments)	\$1,299,230 (Total) 2.494% \$0.00 (Year 11)* 0.00%
Power Engineering V012845 3940 Glenbrook Drive PO Box 1066 Hailey, ID 83333	Lee Halbrook 920-328-0824	Non M/F/SBE	CWS Data Mapping, WSP Approach, WSP Development (provided under previous amendments)	\$135,498 (Total) 0.260% \$0.00 (Year 11)* 0.00%

* The needs for the Program Management Scope of Services will vary significantly over the duration of the contract (up to 11 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.





We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-083 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, to add Sec. 14-108, "Discharge of Fireworks" Establishing the Manner and Times of Lawful use of Fireworks and Providing Certain Civil Penalties for Violations thereof

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Public Safety Committee Recommendation: 09/27/2022; Approval (3-0). First reading approval was given on October 18, 2022.

ATTACHMENTS:

- **#a:** 2022-083 - Amending Chapter 14, Sec. 14-108 Discharge of Fireworks (PDF)
- **#b:** Public Safety Committee Report 09/27/22 (PDF)

HISTORY:

10/18/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO. 2022-083

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, to add Sec. 14-108, "Discharge of Fireworks" Establishing the Manner and Times of Lawful use of Fireworks and Providing Certain Civil Penalties for Violations thereof

WHEREAS, pursuant to S.C. Code Ann. § 5-7-30, each municipality of the State, in addition to the powers conferred to its specific form of government, may enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general laws of this State, necessary for the security, general welfare, and preservation of peace and order within the municipality; and

WHEREAS, City Council has found that the use of fireworks, although an enjoyable activity by many residents, can cause annoyance to citizens due to loud and persistent noise and may negatively impact citizens' quality of life, particularly when discharged at times that disturb the sleep of those in the vicinity of the discharge; and

WHEREAS, the City Council has found and determined that, for the promotion of the health and welfare and the preservation of peace and order within the City, it is necessary to enact this Ordinance which balances the interests of citizens who wish to sensibly use fireworks with the needs of citizens who are concerned with firework discharge during sleeping hours; and

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, is amended to add Section 14-108, "Discharge of Fireworks" to read as follows:

SECTION 1. The Code of Ordinances, City of Columbia, South Carolina, is hereby amended by adding Sec. 14-108, to read as follows:

Sec.14-108. Discharge of Fireworks.

- (a) Except as otherwise provided in this section, it is unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within the City between the hours of 11:00PM and 7:00AM. This section may not be construed to prohibit the discharge or lighting of sparklers or similar pyrotechnic products which generate no appreciable noise at any time. For the purposes of this section, "fireworks" is a term as defined by S.C.

Code Ann. § 40-56-20.

- (b) Notwithstanding the provisions of subsection (a), the permitted hours for the use of fireworks must be extended on the Fourth of July and New Year's Eve. Therefore, it is only unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within the City between the hours of 12:30AM and 9:00AM on July 5th and January 1st.
- (c) It is unlawful to:
 - 1. Negligently, recklessly, or intentionally direct the discharge of fireworks towards a structure, animal, or person;
 - 2. Intentionally detonate fireworks upon the land of another without express prior consent;
 - 3. Offer for sale or sell permissible fireworks to children under the age of fourteen (14) years unless accompanied by a parent;
 - 4. To ignite or detonate fireworks within six hundred (600) feet of a church, hospital, public school;
 - 5. To ignite or detonate permissible fireworks within a motor vehicle or discharge a permissible fireworks from a motor vehicle; and
 - 6. To place or throw an ignited firework into or at a motor vehicle.
- (d) A violation of this section is punishable by a civil penalty of up to one hundred dollars (\$100). Each violation of this section may be punished as a separate offense.
- (e) After three separate violations in a single location over a period of six months, the location can be declared to be a public nuisance and subject to the nuisance provisions of Chapter 8, Article II of the Columbia City Code.
- (f) Nothing in this section may be construed to prohibit within the City the use of flares or similar devices necessary for the safe operation of railroads, buses, trucks, or other vehicles within the City or that is necessary during emergencies.
- (g) Nothing in this section shall be read to supersede or otherwise be exempt from the requirements of Columbia City Code Chapter 9 – Fire Prevention and Protection.
- (h) Any firework display permitted by the City and state Fire Marshall is exempt from subsection (a), (b), and (c)(4) of this section.

SECTION 2. Should any part or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the constitutionality or validity of the remaining portions of this Ordinance, the city council hereby declaring that it would have passed this Ordinance irrespective of the fact that any one or more parts or provisions may be declared to be unconstitutional, invalid, or otherwise ineffective.

SECTION 3. This ordinance shall become effective upon second reading.

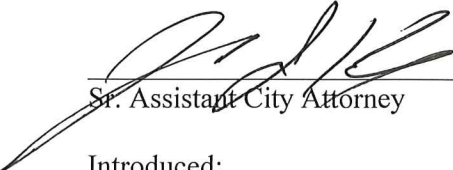
Requested by:

Councilman Howard Duvall

Approved by:

City Manager

Approved as to form:


Sr. Assistant City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022**

The Columbia Public Safety Committee met on Tuesday, September 27, 2022 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, SC. Chairman Duvall called the meeting to order at 1:02 p.m.

Attendee Name	Title	Status
Howard E. Duvall	Chair	Present
Tina N. Herbert	District I	Present
Joe E. Taylor	District IV	Present

ADOPTION OF THE AGENDA

There was consensus of the committee to adopt the agenda as presented.

COMMITTEE DISCUSSION

1. Proposed Distance Requirements for Smoke or Vape Shops

Councilor Duvall recalled that we were preparing to get this on the agenda two weeks ago and questions were raised by the convenience store association about the exemption for tobacco sales which is in the definitions section. It gives them 200 sq. ft. to display tobacco products without falling under the purview of this ordinance. We pulled it from the agenda and asked them to poll their members to see if 200 sq. ft. of display space is enough for their tobacco products. Michael Fields, Executive Director at the South Carolina Convenience & Petroleum Marketers Association confirmed that 200 sq. ft. is sufficient for them to be exempted from the intent of this ordinance. Unless there are any other questions about this ordinance, we can move this back to the Council agenda.

Upon a motion made by Ms. Herbert and seconded by Mr. Taylor, committee members voted unanimously to recommend approval of the proposed distance requirements for smoke or vape shops. The proposed ordinance will be sent to the Planning Commission for a recommendation to City Council.

2. Proposed Resolution to Consider Ordinance 2022-081 and Invoking the Pending Ordinance Doctrine with Respect to this Ordinance

Councilor Duvall explained that this is an amendment to the zoning laws and it has to go to the Planning Commission. It will come back to Council. In order for us to have the protection of the pending ordinance, we want to have this resolution that will cover us from having to license any vape shops while this is being taken up by the Planning Commission.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022**

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, committee members voted unanimously to recommend approval of the proposed resolution to consider Ordinance 2022-081 and invoking the pending ordinance doctrine with respect to this ordinance. [City Council deferred consideration of the resolution on September 20, 2022.]

3. Proposed CBD Disclosure Ordinance

Councilor Taylor explained that everybody advertises the good news without telling the young people of Columbia the bad news and that is consumption of THC and CBD products may cause you to fail a drug test. We are proposing that sellers of cannabis products that contain THC (delta eight, delta nine, delta ten, and HHC) are required to place warning signs in the areas where they sell these products warning purchasers that the product may cause them to fail a drug test. It can be legal, but still cause you to fail a drug test and cause you to lose your job. We are seeing it in high schools, too. It is important to get the message out there.

Councilor Duvall asked how to interpret "these signs must be 50% of the purveyor's signage of the shop and its product signage"? Is that all of the signage?

Councilor Taylor said it is for CBD signage and anything cannabis driven.

Councilor Herbert asked if the language needed to be clarified.

James Knox, Esq., Senior Assistant City Attorney said the notice sign has to be equal to or greater than 50% of the sign that is advertising the actual CBD product.

Teresa Knox, Esq., City Attorney suggested deleting "signage of the shop". Is the intention to schedule the items for next week?

Councilor Taylor said yes.

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, committee members voted unanimously to move the proposed CBD disclosure ordinance forward to Council subject to removing "signage of the shop".



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022**

4. Proposed Ordinance Establishing the Manner and Times of Lawful use of Fireworks and Proving Certain Civil Penalties for Violations thereof

James Knox, Esq., Senior Assistant City Attorney explained that the fireworks ordinance mirrors the ordinance that Richland County is currently considering. This proposal prohibits the discharge of fireworks in the City of Columbia between 11:00 p.m. and 7:00 a.m. However, on the Fourth of July and New Year's Eve that window would be extended until 12:30 a.m. Paragraph (h) exempts any fireworks display that receives a permit from the city and state fire marshal. Paragraph (c) outlines unlawful activities. Violations are subject to a civil penalty of up to \$100. After three violations within a six month period, that location could be declared a public nuisance. Paragraph (f) states that nothing in this section may be construed to prohibit within the City the use of flares or similar devices necessary for the safe operation of railroads, buses, trucks, or other vehicles within the City or that is necessary during emergencies.

Councilor Taylor asked how this might affect minor league baseball games.

Councilor Duvall said they are exempt.

George Adams, Fire Marshal said they will get one permit.

Councilor Duvall sought clarification on the unlawful activities in paragraph (c).

Chief Aubrey Jenkins, Columbia Fire Chief said churches will have a display on certain holidays. Our fire marshals will go out and verify the distances.

James Knox, Esq., Senior Assistant City Attorney clarified that a permit exempts them from the time restrictions in paragraphs (a) and (b), unless you want to include paragraph (c).

Councilor Taylor said a permit should exempt them from all of the regulations.

Councilor Herbert disagreed. Maybe we should add (c) (4) to the exemption.

George Adams, Fire Marshal said the 600' distance requirement is state law.

Councilor Taylor asked if an ordinance is necessary.

Chief Aubrey Jenkins, Columbia Fire Chief said we receive complaints about people shooting fireworks after hours.



COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES TUESDAY, SEPTEMBER 27, 2022

Councilor Duvall asked if we currently have a fireworks ordinance.

James Knox, Esq., Senior Assistant City Attorney said we don't have a fireworks ordinance but we do have provisions that apply to fireworks. For example, it is unlawful to possess, explode or ignite fireworks in city-owned parking facilities unless you have a permit from the city. You can't discharge fireworks in a city park or recreational facility without a permit.

Councilor Herbert said I have heard from people with dogs that are sensitive to fireworks so it is better to have a certain period of time. I have also heard this from veterans with PTSD.

Chief Aubrey Jenkins, Columbia Fire Chief asked if the ordinance addresses shooting fireworks away from residences. We also tell people not to shoot on dry grass.

Councilor Duvall said (c) (1) includes structures.

Upon a motion made by Ms. Herbert and seconded by Mr. Taylor, the committee members voted unanimously to recommend approval of the proposed ordinance establishing the manner and times of lawful use of fireworks and proving certain civil penalties for violations thereof subject to including paragraph (c) (4) as an exemption to paragraph (a) if you have a permit. [First reading consideration is scheduled for October 18, 2022.]

5. Code Enforcement Violations - Mr. David Hatcher, Housing Official / Columbia Police Department

Councilor Taylor said I asked for this to be referred to the committee because of the things we have been working through. Are our fines adequate to compel people to correct some of the code violations we are seeing in residential neighborhoods? I have received a lot of comments about the appearance of the city. Neighborhood leaders accumulate and send us full reports of issues in their neighborhoods. In some cases, people pay the fine and leave it like it is. What can we do to inspire folks? Do you have the right tools to compel them to bring it up to code? Do we need a public awareness campaign? I didn't know that property owners are responsible across the sidewalk and all the way to the curb. I don't know how many people understand that. I know you are in the process of hiring additional code compliance officers. A large television has been on the side of Gervais Street for a month. What can we do to make our city shine again?

David Hatcher, Housing Official said we are in the process of putting together a public service campaign for October. The right of way is an example of what we will tell people about along with the top ten things we enforce.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022**

Councilor Taylor asked that the information be sent electronically to neighborhood groups on a regular basis. I would like for us to talk to the television stations about public service announcements.

David Hatcher, Housing Official said that is part of the plan and we will shoot videos of actual violations.

Councilor Herbert said the media would be interested in it, too.

Councilor Taylor said I wonder if people realize that we don't pick up tires. We need to make the public aware, make sure we have the fines in place, and we need a yard of the month program. You told me that 90% of the people take care of the problem immediately. We need to figure out how to motivate the 10%.

David Hatcher, Housing Official said we hope the media campaign will result in less cases. Part of the campaign would be to encourage people to be proactive and take pride in their community.

Councilor Taylor said we are going to talk to Mr. Cliff Judy about his yard of the month program in the Belmont Community. We can have an annual program where the neighborhood associations nominate yards for various categories. I believe in the broken windows theory. The better looking the neighborhoods are, the lower the crime and the lower the dropout rate.

Councilor Herbert concurred. The neighborhoods with yard of the month programs tend to take care because people are naturally competitive. I commend David because he has been working overtime in District One. The Greenview Community asked about increasing the fines. I want to hear any guidance you may have about that. What are the fines?

David Hatcher, Housing Official said we two primary fines. There is a criminal offense penalty which is when we issue a uniform ordinance summons and that takes them to municipal court. It is set by the state and the max is \$500. If we write you a summons to go to court, it is a criminal offense. If you are found guilty for not cutting your grass that goes on your criminal record. Civil fines are tied to permits. The rental ordinance has fines for failure to comply and fines are tied to the point system. They are not criminal in nature.

Councilor Taylor asked if we have trouble finding landlords.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022**

David Hatcher, Housing Official said it depends on the issue. If it is a care of premise issue like litter, debris, and overgrowth, we will write the summons to the tenant and notify the owner. The home owners receive a summons for structural issues and things that are not the tenant's responsibility.

Councilor Taylor asked about the process for a property with overgrowth.

David Hatcher, Housing Official said everything has to be in writing. Per the Property Maintenance Code, we mail a notice of violation. If it is a structural issue we send the notice as certified mail. If it is for care of premise, we put it in the regular mail. We give them a timeframe for getting the work done.

Councilor Taylor said I would look at doing a door tag for warnings.

Councilor Duvall said we also have the ability to impose a fine each day.

David Hatcher, Housing Official said it is per violation, also. We will start being more aggressive. The state caps the fine at \$500 and it is at the discretion of the judge. We use door hangers for things that are not technically violations but may look bad.

Councilor Taylor said you can leave a door tag and come back 10 days later to check.

David Hatcher, Housing Official said these are criminal offenses and we would have to prove that they were notified. That is why we use letters.

Councilor Herbert said the properties with problems, have had problems for a long time and they are beyond the warning stage. In District One, we walk on Wednesdays. I walk with neighbors as they point out houses. I take pictures and send them to David to determine if there are violations. Some people don't know the difference between violations and just not liking something. This is simple but it works.

Councilor Duvall asked if officers can automatically generate letters while onsite.

David Hatcher, Housing Official said I will talk to Chief Holbrook. That would go a long way.

Councilor Taylor asked for an update on personnel.



**COLUMBIA PUBLIC SAFETY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022**

David Hatcher, Housing Official said we are filling three of the six vacancies for housing inspectors. We also have one vacancy for a customer service representative and one crew member that I hope to fill in the next few months. I will talk with legal about the door tags and other options for fines. We have what we need in place. We may need to change some procedures and policies, be stricter with repeat offenders, look for alternatives and come back with any proposed ordinance changes.

Councilor Herbert said I have been harping on making sure the property owners are receiving the bills when David and his folks have to correct the problem. Maybe we need to look at those fees and fines. Maybe with a stiffer fine, they will realize that they need to maintain their own properties instead of waiting on us to do it.

Councilor Taylor thanked the Columbia Police Department for coming together to address the homeless situation at Forest Drive and I-77. Folks were allowing the homeless to camp on their property and having the Code Enforcement Division involved in this is something we needed to do for a long time. You are making a real difference. We are going to Garners Ferry Road next.

ADJOURNMENT

The meeting was adjourned at 1:38 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-092 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Framework, a Portion of Richland County TMS #11501-01-04, 11501-01-21 and 11501-01-01)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on October 18, 2022.

ATTACHMENTS:

- **#a:** 2022-092 - Consent to MCIP - City of Columbia (Project Framework)-c (PDF)

HISTORY:

10/18/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-092

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Framework, a Portion of Richland County TMS #11501-01-04, 11501-01-21 and 11501-01-01)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, the project to be undertaken by BullStreet Apartments, LLC, a company previously identified as Project Framework (the "Developer") has committed to establish market rate housing, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$80,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2022 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced: _____

Final Reading: _____

Mayor

ATTEST:

City Clerk

EXHIBIT A
PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel F-7 on a Subdivision and Recombination Plat prepared for BullStreet Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated July 13, 2022 and recorded _____, 2022 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 6.07 Acres, and being described as follows: Commencing at a #5 rebar found in the northwest quadrant of the Gregg Street and Barnwell Street rights-of-way; said #5 rebar is the Point of Beginning for Parcel F-7; thence turning and running in a southwesterly direction S70°52'43"W along the Barnwell Street northerly right-of-way for a distance of 379.05 feet to a #5 rebar found; thence turning and running in a northwesterly direction N19°03'15"W along Lieber Parcel B now or formerly belonging to BullStreet Development, LLC for a distance of 223.89 feet to a #5 rebar set; thence turning and running in a southwesterly direction S71°00'07"W along said Lieber Parcel B for a distance of 91.26 feet to a #5 rebar set; thence turning and running in a northwesterly direction N19°03'15"W along said Lieber Parcel B for a distance of 33.91 feet to a #5 rebar set; thence turning and running in a southwesterly direction S70°56'45"W along said Lieber Parcel B for a distance of 33.50 feet to a #5 rebar set; thence turning and running in a northwesterly direction N19°03'15"W along said Lieber Parcel B for a distance of 28.00 feet to a #5 rebar set; thence turning and running in a southwesterly direction S70°56'45"W along said Lieber Parcel B for a distance of 36.01 feet to a #5 rebar set at Segra Park; thence turning and running in a northwesterly direction N19°03'15"W along Segra Park now or formerly owned by the City of Columbia for a distance of 147.19 feet to a #5 rebar found; thence continuing in a northwesterly direction N56°36'58"W along said Segra Park for a distance of 59.85 feet to a #5 rebar found; thence continuing in a northwesterly direction N19°03'23"W along said Segra Park for a distance of 217.37 feet to a #5 rebar found on the Freed Street southerly right of way; thence turning and running in a northeasterly direction N70°56'45"E along the Freed Street southerly right of way now or formerly owned by the City of Columbia for a distance of 197.26 feet to a #5 rebar found; thence continuing in a northeasterly direction N70°56'45"E along the said Freed Street southerly right of way for a distance of 224.83 feet to a #5 rebar found in the southwest quadrant of the Freed Street and Gregg Street intersection; thence turning and running in a southeasterly direction along the Gregg Street westerly right of way now or formerly belonging to the City of Columbia on an arc 12.52 feet having a radius of 444.00 feet, the chord of which is S07°31'20"E, 12.52 feet to a #5 rebar found; thence continuing in a southeasterly direction along the said Gregg Street westerly right of way on an arc 237.12 feet having a radius of 686.00 feet, the chord of which is S16°37'00"E, 235.94 feet to a #5 rebar found; thence continuing in a southeasterly direction along the said Gregg Street westerly right of way on an arc 557.94 feet having a radius of 686.00 feet, the chord of which is S30°01'00"E, 542.69 feet to a #5 rebar found; thence continuing in a southeasterly direction along the said Gregg Street westerly right of way on an arc 163.35 feet having a radius of 314.00 feet, the chord of which is S38°24'40"E, 161.52 feet to a #5 rebar found; said point being the Point of Beginning.



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-095 - 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. 23-149 Sewer service rates

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on October 18, 2022.

When Ordinance No.: 2021-041 was passed and provided to Municode for codification, a scrivener's error inadvertently removed section (c) which was never repealed by Ordinance No.: 2021-041. This Ordinance amendment confirms that subsection is still in effect. This is not a fee increase.

ATTACHMENTS:

- **#a:** 2022-095 amend Sec. 23-149 Sewer service rates (PDF)

HISTORY:

10/18/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-095

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. 23-149 Sewer service rates

WHEREAS, Ordinance No.: 2021-041 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) was adopted on May 18, 2021; and

WHEREAS, Upon amending Sec. 23-149 Sewer service rates (a) and (b), Sec. 23-149 (c) was inadvertently omitted in the codification and it is necessary to correct this scrivener's error as Council never repealed subsection (c); NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-149 Sewer service rates should read as follows:

Sec. 23-149. Sewer service rates.

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

Size of Meter (inches)	In City	Out of City
¾	\$8.53	\$14.50
1	8.53	14.50
1½	8.53	14.50
2	13.65	23.20
3	27.30	46.40
4	42.66	72.51
6	85.32	145.05
8	136.77	232.07
10	213.31	362.62

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	\$4.43	\$7.54

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

Size of Meter (inches)	In City	Out of City
¾	\$13.83	\$17.60
1	19.51	25.76
1½	25.16	33.92
2	36.50	50.20
3	59.14	82.83
4	104.44	148.07
6	217.66	311.16
8	308.23	441.69

10	679.03	975.90
----	--------	--------

(c) Surcharge for excess BOD or suspended solids. If any person discharges into the sanitary sewerage system a waste containing BOD concentration or suspended solids in excess of 300 milligrams per liter, then such person shall pay an additional cost according to rates determined by the city council. This monthly surcharge will be assessed on each pound of BOD and each pound of suspended solids in excess of 300 milligrams per liter as follows:

	<u>BOD Rate</u>	<u>Suspended Solids Rate</u>
<u>Effective July 1, 1998</u>	<u>\$0.08</u>	<u>\$0.06</u>
<u>Effective July 1, 1999</u>	<u>0.11</u>	<u>0.08</u>
<u>Effective July 1, 2000</u>	<u>0.14</u>	<u>0.10</u>
<u>Effective July 1, 2001</u>	<u>0.17</u>	<u>0.12</u>
<u>Effective July 1, 2002</u>	<u>0.20</u>	<u>0.14</u>

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

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

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

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

This ordinance is effective as of July 1, 2021.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-096 - Authorizing the Conveyance of 0.16 Acre (6,989 SF) being a portion of unopened Washington Street; Richland County TMS#09009-10; CF#250-579 Project Name: Proposed Hotel at Wayne Street and Hampton Street

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on October 18, 2022.

A request was received from the developer of a proposed 6-story hotel at the intersection of Wayne Street and Hampton Street to acquire a portion of the unopened Washington Street right-of-way for part of the site development. The preliminary plan for the hotel development has been reviewed by the Planning & Development Services Department and we recommended this acquisition to resolve some parking issues.

Ms. Wilson approved moving forward with negotiations with the developer on May 9, 2022. The right-of-way appraised for \$28,000.00 and the developer agreed to pay the appraised value for the right-of-way.

ATTACHMENTS:

- **#a:** 2022-096 - Ordinance for conveyance of unopened portion of Washington St at Wayne St (PDF)

HISTORY:

10/18/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-096

*Authorizing the Conveyance of 0.16 Acre (6989 SF) being a portion of Unopened Washington Street;
Richland County TMS#09009-10; CF#250-579
Project Name: Proposed Hotel at Wayne Street and Hampton Street*

WHEREAS, the subject property is located at the intersection of Wayne Street and Washington Street (unopened) and is needed for the site development for a proposed six-story hotel; and

WHEREAS, the developer has accepted the City's offer to acquire the subject property for the appraised value of \$28,000.00. The City having complied with its City Code Section 2-210(b) pertaining to the disposition of surplus property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, for and in consideration of the sum of Twenty-Eight Thousand and No/100s (\$28,000.00) Dollars to be paid to the City of Columbia by AGS COLUMBIA, LLC. The City Manager is hereby authorized to execute all closing documents necessary for the conveyance of 0.16 acres (6989 SF), more or less, being a portion of the unopened Washington Street right-of-way located on the southwestern side of Wayne Street.

The referenced property is shown on a plat prepared for AGS COLUMBIA, LLC by Baxter Land Surveying Co., Inc., dated February 21, 2022 and is incorporated herein and made a part hereof as Exhibit "A". Said survey also being on file in the office of the Department of Engineering under City File #250-579.

Requested by:

ACM Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced

Final Reading

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"





We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-097 - Granting an encroachment to Emily Bryan for the use of the right of way area of the 2700 block of Kingswood Drive and the 1000 block of Adeline Drive for the installation and maintenance of crosstie barriers and hardwood mulch adjacent to 2734 Kingswood Drive, Richland County TMS#11215-09-17

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-097 - Kingswood and Adeline Drive Encroachment (PDF)

ORDINANCE NO.: 2022-097

*Granting an encroachment to Emily Bryan for the use of the right of way area of the 2700 block of Kingswood Drive and the 1000 block of Adeline Drive for the installation and maintenance of crosstie barriers and hardwood mulch adjacent to 2734 Kingswood Drive, Richland County
TMS#11215-09-17*

WHEREAS, Emily Bryan, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2700 block of Kingswood Drive and the 1000 block of Adeline Drive for the installation and maintenance of crosstie barriers and hardwood mulch adjacent to 2734 Kingswood Drive, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 2700 block of Kingswood Drive and the 1000 block of Adeline Drive adjacent to 2734 Kingswood Drive, Richland County TMS#11215-09-17, for the installation and maintenance of crosstie barriers and hardwood mulch, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

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

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Mulch must be contained within crosstie barriers and the applicant is responsible for ensuring mulch does not exceed crosstie barriers.

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

Requested by:

Assistant City Manager Gentry

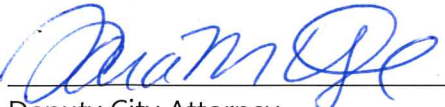
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-098 - Granting an encroachment to Alice Palace Properties LLC, for the use of the right of way area of the 1400 block of Barnwell Street for the installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street, Richland County TMS#11406-01-14 and 11406-01-15

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

The development on these parcels consists of one triplex and one duplex.

ATTACHMENTS:

- **#a:** 2022-098 - 1410 Barnwell Encroachment (PDF)
- **#b:** 1410 and 1412 Barnwell Encroachment Case packetv2 (PDF)

ORDINANCE NO.: 2022-098

*Granting an encroachment to Alice Palace Properties LLC for the use of the right of way area of the 1400 block of Barnwell Street for the installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street, Richland County
TMS#11406-01-14 and 11406-01-15*

WHEREAS, Alice Palace Properties LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Barnwell Street for the installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way area of the 1400 block of Barnwell Street adjacent to 1410 A, B and C Barnwell Street, Richland County TMS#11406-01-14 , for the installation and maintenance of landscaping and irrigation and a public sidewalk to connect to the existing public sidewalk along Barnwell Street, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

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

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits,

Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

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

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

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

3. Grantee is responsible for maintaining landscaping and improvements.

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

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

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

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

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

Requested by:

Assistant City Manager Gentry

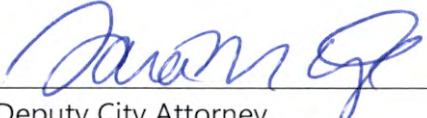
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-098**



**1400 BLOCK OF BARNWELL STREET
ADJACENT TO 1410 A, B AND C BARNWELL STREET AND
1412 A AND B BARNWELL STREET
LANDSCAPING, IRRIGATION AND SIDEWALK**

Subject Property:	Right-of-way adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street.
Applicant:	The Wilson Co., LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation and a sidewalk to connect to the existing public sidewalk along Barnwell Street adjacent to 1410 A, B and C Barnwell Street and 1412 A and B Barnwell Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, October 12, 2022



Address Point

- Active
- Vacant

□ Tax Parcel

Street & Ownership

— Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Red: Band_1

- Green: Band_2
- Blue: Band_3

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CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

Checklist for All Applications

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

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	JK	
A completed and signed Application Form	JK	
Letters of Agency for all applications where the applicant is not the owner of the subject property	JK	
Pictures or specification sheet of the items to permanently encroach the Right-of-way	JK	
Existing Site Plan Please see page 4 below for required content.	JK	
Proposed Site Plan Please see page 4 below for required content.	JK	

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible



Permanent Encroachment Application and Checklist

1. Applicant Information

Name <i>The Wilson Co LLC</i>	
Company (if applicable)	
Address (street, city, state, zip) <i>1049 2nd Ave Columbia, SC 29209</i>	
Phone <i>803 851 1056</i>	Email <i>jkizer@thewilsonco.com</i>

2. Property Information

Address <i>1410 Barnwell St Columbia, SC 29201</i>	
Tax Map Reference Number(s)	
Current use	Proposed use

3. Property Ownership

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

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



Permanent Encroachment

Application and Checklist

4. Project Description

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

See attached plat. remove asphalt and steps,
replace with sod and sidewalk to connect to existing
sidewalk

For staff use only

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

By: _____



Letter of Agency

Application Supplement

TO: Planning and Development Services, City of Columbia

I, the undersigned property owner, do hereby attest that I am the person that holds, or I am authorized on behalf of the party that holds, fee simple interest in the following parcel(s):

Common Street Address

1410 Barnwell St Unit A and B and C Columbia, SC 29201

Tax Map Reference Numbers

Further, I hereby authorize the persons and/or entities listed as AUTHORIZED AGENT(S) below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request the following:

1. Variance, Special Exception, and/or Administrative Appeal (Board of Zoning Appeals)
2. Zoning Map Amendment (Planning Commission and City Council, if applicable)
3. Site Plan Review (Planning Commission or D/DRC)
4. Design Review (D/DRC)
5. Minor Subdivision (Staff)
6. Major Subdivision (Planning Commission)
7. Encroachment (Staff and City Council, if applicable)
8. Street Naming/Renaming (Planning Commission)

*****Please strike-through and initial any of the above-listed steps that do not fall under the scope of this Letter of Agency***

[signatures on following page]



Letter of Agency

Application Supplement

Property Owner

Signature 		Date 9/1/22
Print Name of Property Owner J. Will Gaston (Alice Palace Properties, LLC)		
Address (street, city, name, zip) 119 Manning Drive, Charlotte, NC 28209		
Email of Property Owner Will Gaston		Phone 803-210-9147
Signature of Witness 		Date 9-1-2022
Print Name of Witness Sarah M. Gaston		

Authorized Agent

Signature 		Date 9-1-2022
Print Name James Kizer (The Wilson Co LLC)		
Address (street, city, name, zip) 1049 2nd Ave Columbia, SC 29204		
Email of Authorized Agent JKizer@the wilson co llc com		Phone 843 560 1717



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

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

Proposed Site Plan

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

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

6. Acknowledgement

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

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

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

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

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

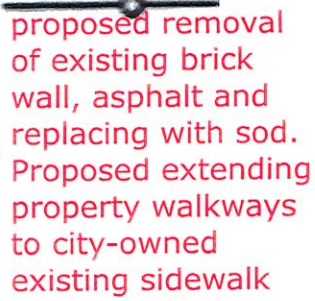
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

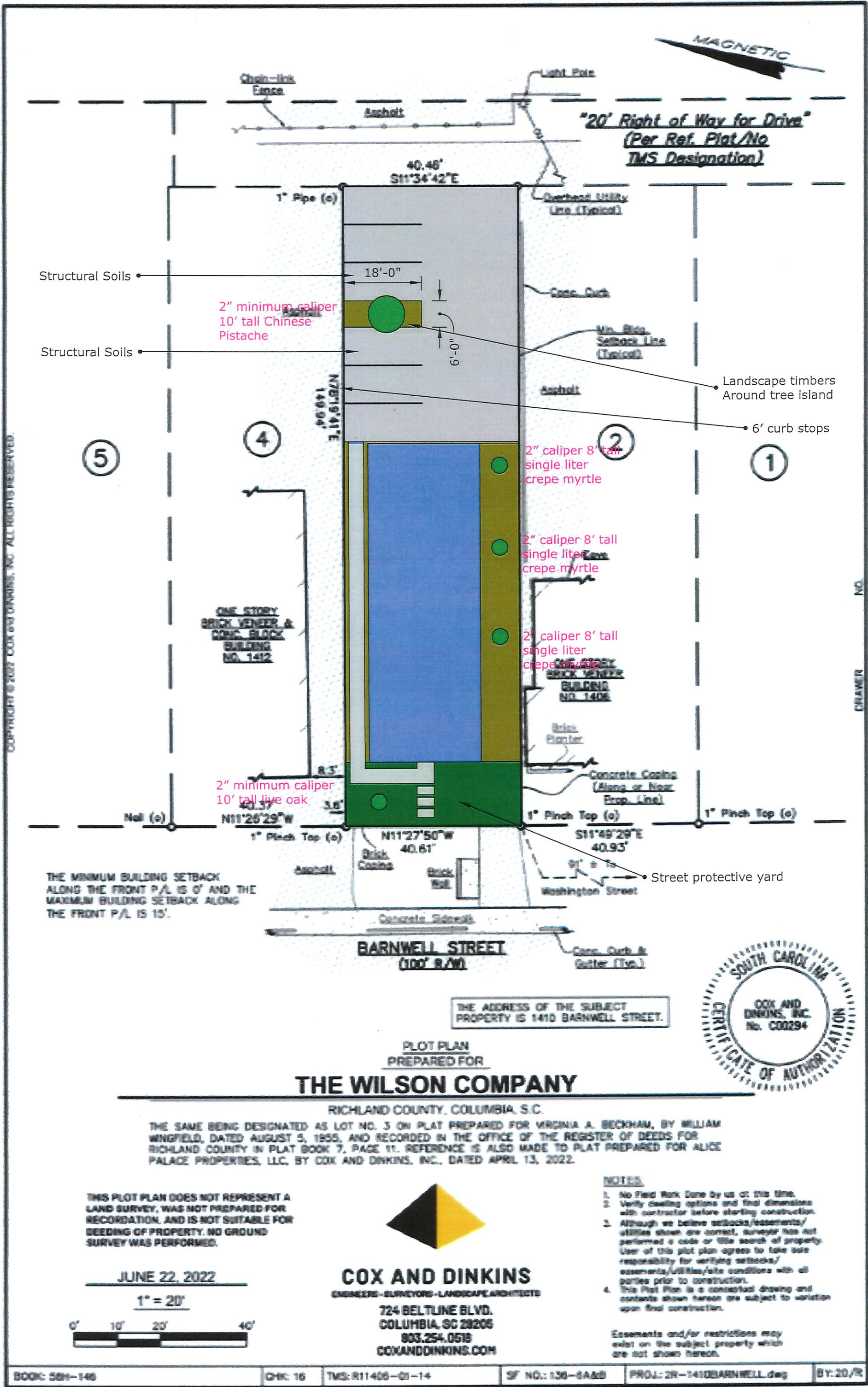
Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

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

7. Signature

Signature of Applicant 	
Print Name James Kizer	Date 9/27/2022







We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-091 - Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Flock Group Inc. to the list of agencies

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

This agreement allows the city to access information acquired through the Flock Group's license plate reader system.

ATTACHMENTS:

- **#a:** R-2022-091 - Amending R-2022-005 (third) (mutual aid agreement) (PDF)
- **#b:** Columbia SCPD Flock Safety MOU (PDF)

RESOLUTION NO.: R-2022-091

Amending Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements to add Flock Group Inc. to the list of agencies

WHEREAS, on January 18, 2022, the Mayor and City Council approved Resolution No.: R-2022-005 approving and ratifying mutual aid agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and authorizing the City of Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such agreements; and,

WHEREAS, Resolution No.: R-2022-005 requires any amendment or necessary change to the list of entities to be approved by City Council and through an express written amendment; and,

WHEREAS, Flock Group Inc. is to be added to the list of agencies; and, NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2022, that Flock Group Inc. be added to the list of agencies.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
RESOLUTION NO.: R-2022-091

MUNICIPALITY/COUNTY	STATE AGENCIES
Aiken County Sheriff	State Museum
Batesburg-Leesville Police Dept.	SC Department of Natural Resources
Bishopville Police Dept.	SC Department of Probation, Pardon and Parole
Camden Police Dept.	SC Department of Public Safety
Cayce Police Dept.	SLED
Charleston County Sheriff	South Carolina Criminal Justice Council
Charleston Police Dept.	South Carolina Criminal Justice Academy
Cherokee County Sheriff	South Carolina Department of Corrections
Chester County Sheriff	
Chesterfield County Sheriff	
Clemson University Police Dept.	
Darlington County Sheriff	OTHER ENTITIES
Elgin Police Dept.	Allen University
Fairfield County Sheriff	Benedict College
Florence County Sheriff	Columbia College
Florence Police Dept.	Commission on Accreditation for Law Enforcement Agencies, Inc.
Forest Acres Police Dept.	Congaree Swamp National Park
Greenville Police Dept.	Drug Enforcement Agency
Greenville County Sheriff	Federal Bureau of Investigations
Horry County Police Dept.	Department of Homeland Security
Irmo Police Dept.	Flock Group Inc.
Kershaw County Sheriff	Irmo-Chapin Recreation Commission
Lancaster County Sheriff	Irmo Fire District
Lexington County Sheriff	LARADAC, The Behavioral Health Center of the Midlands
Lexington Police Dept.	Midlands Technical College
Myrtle Beach Police Dept.	The Naval Criminal Investigative Service
Newberry County Sheriff	Richland County School District One
North Charleston Police Dept.	River Alliance
North Myrtle Beach Police Dept.	South Carolina State University
Orangeburg County Sheriff	University of South Carolina Division of Public Safety
Orangeburg Department of Public Safety	U.S. Department of Veterans Affairs Columbia Health Care System
Richland County Sheriff	United States Law Enforcement
Spartanburg County Sheriff	United States Marine Corps, Special Operations Command (MARSCO)
Spartanburg Department of Public Safety	
Springdale Police Dept.	
Sumter County Sheriff	
Sumter Police Dept.	
West Columbia Police Dept.	

LEGAL DEPARTMENT DRAFT

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and Columbia SC Police Department with a place of business at 1 Justice Sq, Columbia, South Carolina 29201 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search photos and videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein, and only through Agency’s official email account. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2; or (vii) access Flock Service through any unofficial (i.e., personal, or non-Agency authorized) email account. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Suspension of Service.** Flock may immediately suspend and/or revoke Agency’s and any Authorized End User’s access to any portion or all of the Flock Service if Flock determines that (a) there is a threat or attack on any of the Flock Service by Agency; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock Service for fraudulent or illegal activities; (d) any unauthorized user has accessed to Flock Services through Agency’s account; or (e) Agency has

violated any term of this MOU, including, but not limited to, utilizing the Flock Services for anything other than the Purpose.

5. **Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

6. **Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

7. **Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

8. **Term; Termination.**

A. **Term.** This MOU will commence once executed by both parties and shall continue for a period of five (5) years.

B. **Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock thirty (30) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

9. **Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

10. **Limitation of Liability.**

A. **Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. **Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Confidentiality.

A. **Obligations.** During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. **Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

12. **Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

13. **Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

14. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

Columbia SC Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

f^Yock safety

14.b



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-085 - Authorizing consumption of beer and wine only at Colaroo/USC Event and Fundraiser within Santee Avenue between Blossom Street and Harden Street on Wednesday, November 16, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-085 - Colaroo USC Event and Fundraiser (Nov 16) (PDF)
- **#b:** Event Resolution Request Packet (PDF)

RESOLUTION NO.: R-2022-085

Authorizing consumption of beer and wine only at Colaroo/USC Event and Fundraiser within Santee Avenue between Blossom Street and Harden Street on Wednesday, November 16, 2022

WHEREAS, Solid Entertainment Group ("Sponsor") is sponsoring the Colaroo/USC Event and Fundraiser on Wednesday, November 16, 2022 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, sponsor has requested permission for the temporary closing and use of Santee Avenue between Blossom Street and Harden Street for Colaroo/USC Event and Fundraiser from 4:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 7:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only on Wednesday, November 16, 2022 from 7:00 p.m. until 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited within Santee Avenue between Blossom Street and Harden Street for Colaroo/USC Event and Fundraiser, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Wednesday, November 16, 2022 from 7:00 a.m. until 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Santee Avenue between Blossom Street and Harden Street and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

11. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 4:00 p.m. and 11:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Wednesday, November 16, 2022, from 7:00 p.m. until 9:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed of Santee Avenue between Blossom Street and Harden Street for Colaroo/USC Event and Fundraiser that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of Santee Avenue between Blossom Street and Harden Street for Colaroo/USC Event and Fundraiser, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST 9/23/22

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)David Britt
solidentertainmentgroup@gmail.com
803-960-3552ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED: 500

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) Colaroo / USC Event and fundraiser

DATE(S) OF EVENTS: (multiple day can be on one request) Wednesday, November 16th 2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

None

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Santee Avenue in Five Points between Blossom Street and Harden 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)

Santee Avenue in Five Points between Blossom Street and Harden Street.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4 pm - 11 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7pm - 10pm

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 pm - 9:30 pm

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. **ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the Establishment of the Office of Violent Crime Prevention and an Appropriation from the City's American Rescue Plan Act funding in the amount of \$150,000.00 for Fiscal Year 2022/2023, as requested by The Honorable Daniel J. Rickenmann, Mayor. An annual budget for each phase will be submitted to City Council as part of the budget process.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: American Rescue Plan Act State and Local Fiscal Recovery Funds

ATTACHMENTS:

- **#a:** American Rescue Plan Memo 10-26-22 (PDF)
- **#b:** Chief W.Holbrook Support Letter (PDF)
- **#c:** Leon Lott Support Letter (PDF)



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Daniel Rickenmann, Mayor & Columbia City Council
Teresa Wilson, City Manager
Cc: Jeff Palen, CFO/Assistant City Manager

FROM: Missy Caughman, Budget, Program Management & Grants Director ^{MAC} **DATE:** October 26, 2022

RE: American Rescue Plan Proposed – State and Local Fiscal Recovery Funds

The U.S. Treasury issued final rules for use of the ARPA SLFRF funds on April 1, 2022. As funds are allocated by City Council, we will tracking by the broad categories of the grant program. Included in the final rules are the recipient compliance and reporting requirements, which includes adherence to federal spending and quarterly reporting.

Below are the broad categories for the ARPA SLFRF:

Replace lost public sector revenue

- Funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.

Support public health expenditures

- Funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff

Address negative economic impacts caused by the public health emergency,

- Funding to address economic harms to workers, households, small businesses, impacted industries, and the public sector

Provide premium pay for essential workers

- Funding to provide additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

Invest in water, sewer, and broadband infrastructure

- Funding to making necessary investments to improve access to clean drinking water, support vital wastewater & stormwater infrastructure, and to expand access to broadband internet

Should you have any questions or if you need additional information, please let us know.

COLUMBIA POLICE DEPARTMENT



Office of the Chief

October 18, 2022

Re: Gun Violence

Dear Mayor Rickenmann & City Council:

Gun violence in Columbia has been increasing over the past few years. In 2020 there were 73 shootings, in 2021 there were 94, and as of September 20, 2022, there were 80, putting 2022 on track to be the worst year for shootings in Columbia for which we have a record.

The City of Columbia Police Department has implemented a range of strategies to address gun violence in the past few years; these include Operation Ceasefire, the creation of the Crime Gun Intel Unit, and the implementation of ShotSpotter. These programs are intended to enhance investigation and prosecution of gun-related offenses, to identify, deter, and intervene with people most likely to commit future acts of gun violence, and to improve patrol response to shooting incidents in our most violence-prone areas.

CPD has plenty of room to improve its gun violence reduction operations. One extremely important bottleneck though, is related to coordination with outside partners. The most consistently successful gun-violence reduction programs include strong cooperation between law enforcement and service providers, between government agencies and communities.

CPD is thoroughly committed to working with community-based organizations to address gun violence. However, the high degree of coordination that this problem requires is difficult to achieve in practice. An Office of Gun Violence Prevention at City Hall is needed to overcome this difficulty. Because of the known importance of a citywide approach to gun violence, many cities have implemented offices like the proposed Office of Gun Violence Prevention.

It cannot be emphasized enough that the current level of gun violence in Columbia is excessive, and is a significant departure from the typical levels of just a few years ago. Gun violence in Columbia is harmful to the quality of life and economic development of the entire city, and it is a catastrophe for our most vulnerable communities. CPD is much more prepared than many police departments to thoroughly support citywide gun violence reduction initiatives and work with community based partners to reduce gun violence. Offices of Gun Violence Prevention are known to work. For these reasons, CPD supports the creation of an Office of Gun Violence Prevention.

Sincerely,



W.H. "Skip" Holbrook
Chief of Police

WHH/pwb





Richland County Sheriff's Department
5623 Two Notch Road • Columbia, South Carolina 29223
Office: (803) 576-3000
WWW.RCSD.NET • SHERIFF@RCSD.NET

October 28, 2022

Dear Columbia City Council,

I normally do not get involved with City Council business, but on the issue of gun violence, I feel I need to. The Mayor has presented a plan that I believe will have an impact on the problem in the City and County.

I am writing today to support the Gun Violence Prevention Plan. I believe this is a critical step towards addressing violent crime.

As the Sheriff of Richland County, I believe Law Enforcement plays an important role in fighting violent crime, but we cannot do it along. A holistic approach towards addressing crime means working with law enforcement, our judicial system, and our communities to tackle the problem.

We must work with our communities to coordinate resources, improve neighborhood conditions, and engage stakeholders from across the Midlands. A dedicated staff to help facilitate data sharing in Columbia, for example, would immediately improve the abilities of our department, CPD, and the court system. It would give us another tool to fight crime. It would also greatly benefit the city and county to have a person dedicated to pointing out problem areas, places where we can install more lighting or address blight, so that we can cut down on places that create opportunity for crime. Additionally, if the City of Columbia had a person who made it their job to show up in court on behalf of the citizens for a hearing with a violent offender, I believe fewer criminals would be released back onto our streets.

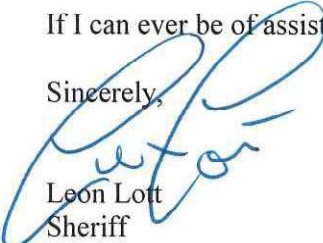
Columbia and our entire region would particularly benefit from streamlining, coordinating, and organizing the available resources that already exist. Increased collaboration can lead to more positive outcomes that will prevent violence before law enforcement has to step in.

Now is a critical time as it relates to gun violence. A coordinated plan that has been proposed will turn the violent tide we currently have.

I look forward to working with Chief Holbrook and the coordinators of the Gun Violence Prevention Office to help save our youth and reduce gun shootings.

If I can ever be of assistance to you, please do not hesitate to let me know.

Sincerely,


Leon Lott
Sheriff



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve an Appropriation from the City's American Rescue Plan Act funding for the Office of Violent Crime Prevention for Fiscal Years 2023/2024 and 2024/2025 in the total amount of \$652,800.00, as requested by The Honorable Daniel J. Rickenmann, Mayor. An annual budget for each phase will be submitted to City Council as part of the budget process.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: American Rescue Plan Act State and Local Fiscal Recovery Funds

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

ATTACHMENTS:

- **#a:** American Rescue Plan Memo 10-26-22 (PDF)
- **#b:** Chief Holbrook Support Letter (PDF)
- **#c:** Sheriff Leon Lott Support Letter (PDF)



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Daniel Rickenmann, Mayor & Columbia City Council
Teresa Wilson, City Manager
Cc: Jeff Palen, CFO/Assistant City Manager

FROM: Missy Caughman, Budget, Program Management & Grants Director ^{MAC} **DATE:** October 26, 2022

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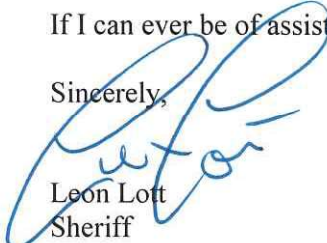
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If I can ever be of assistance to you, please do not hesitate to let me know.

Sincerely,


Leon Lott
Sheriff



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: Erika Hammond, City Clerk

SUBJECT: Council is asked to approve the Food Insecurity Solutions Initiative and an Appropriation from the City's American Rescue Plan Act funding in the total amount of \$300,000.00, as requested by The Honorable Tina N. Herbert.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: American Rescue Plan Act State and Local Fiscal Recovery Funds

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

North Columbia has lost several grocery stores over the past 10 years. The City of Columbia established a Food Policy Council to help the city evaluate food systems and make policy and programmatic recommendations. After a few years of research on creative solutions to food insecurity, the Food Policy Council has recommended a mobile market concept as one temporary solution to food insecurity.

The city has previously allocated \$1,000,000 of the ARPA funds to 'Food Insecurity'. This is a request to allocate \$300,000 of those funds specifically for a mobile market. Start up estimates for a mobile market range from \$50,000 to \$150,000 depending on the size of the undertaking. This has created an excellent opportunity to get our small businesses, non-profits, and other entities to get involved and be a part of the solution.

The City will then be able to confidently get the community involved and request proposals for operating a mobile market or other solutions (for example for a small food store). Allowing businesses to submit their proposals, increases the likelihood that the City will be able to choose the best option(s). Procurement would need to assist in making sure the appropriate process (RFP/RFI/RFP) is utilized.

The Honorable Tina N. Herbert

ATTACHMENTS:

- **#a:** American Rescue Plan Memo 10-26-22 (PDF)



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Daniel Rickenmann, Mayor & Columbia City Council
Teresa Wilson, City Manager
Cc: Jeff Palen, CFO/Assistant City Manager

FROM: Missy Caughman, Budget, Program Management & Grants Director ^{MAC} **DATE:** October 26, 2022

RE: American Rescue Plan Proposed – State and Local Fiscal Recovery Funds

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Provide premium pay for essential workers

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Invest in water, sewer, and broadband infrastructure

- Funding to making necessary investments to improve access to clean drinking water, support vital wastewater & stormwater infrastructure, and to expand access to broadband internet

Should you have any questions or if you need additional information, please let us know.



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Affordable Housing Task Force Report - The Honorable Tina N. Herbert

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** AHTF_MN_10_11_2022 (PDF)



We Are Columbia

COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, OCTOBER 11, 2022

The Columbia Affordable Housing Task Force met on Tuesday, October 11, 2022 using video conferencing technology. The Honorable Tina N. Herbert, Chair called the meeting to order at 11:05 a.m. and the following members were present:

Attendee Name	Title	Status
Tina N. Herbert	Chair	Present
Jeff Armstrong	Family Promise	Absent
Julie Ann Avin	MIRCI	Absent
Reggie Barner	The Barner Group	Absent
Yvonda A. Bean	Columbia Housing Authority	Present
Sue Berkowitz	SC Appleseed Legal Justice Center	Present
Brenna Bernardin	Fast Forward	Present
Pamela Bynoe-Reed	Central Midlands Regional Transit Authority	Absent
Dylan Gunnels	Director at Haven Homes	Present
Tonya Isaac	Community Representative	Absent
Jeff Larimore	Midlands Housing Trust Fund	Absent
Jennifer Moore	United Way	Present
Shayla Riley	Coldwell Banker	Absent
Lila Anna Sauls	Homeless No More	Present
Gregory Sprouse	Central Midlands Council of Governments	Absent
Allison Terracio	Richland County Council	Present
Regina Williams	Board Member	Absent
Jim Zieche	More Justice	Present
Chris Zimmer	Truist Bank	Absent
Ward Mungo	Mungo Construction	Present
Kevin Connelly	Connelly Builders	Present
Brittani Richards	Habitat for Humanity	Present

APPROVAL OF MINUTES

1. Approval of August 9, 2022 Meeting Minutes

Upon a motion made by Dr. Sauls and seconded by Ms. Bean, task force members voted unanimously to approve the August 9, 2022 meeting minutes as amended to reflect that Kevin Connelly was present.



COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, OCTOBER 11, 2022

COMMITTEE REPORTS

2. Advocacy Committee Report - Mr. Dylan Gunnels

Dylan Gunnels presented the Advocacy Committee report. The goals were reduced to three instead of five. We will develop an education campaign that focuses on landlords, tenants, and elected officials. For goal one, Sue and Yvonda will handle the storytelling campaign by creating a video in partnership with the city's Public Relations Department or Columbia Housing. This will include a partnership with the City of Columbia on a fair housing campaign. For the second goal, we changed the housing directory to a housing justice directory that is relevant to the shared resources we have as a network. Jeff Armstrong and I will take the lead on developing the directory. We will work on a shared calendar and research other platforms for information sharing. We want to follow up with Brenna and Jennifer on the list of contacts that was previously created. The third goal is to establish a housing court. Appleseed is already putting together a housing court and they recently hired a housing justice organizer.

Sue Berkowitz introduced Emily Blackshire as the housing justice attorney for SC Appleseed.

Dylan Gunnels continued to report that November 12-20, 2022 is Hunger and Homelessness Awareness Week.

Yvonda Bean said we will be reaching out to Councilwoman Herbert for potential resources to assist with the affordable housing presentation.

Councilor Herbert said I spoke with our internal folks and a marketing agency about ways we can approach this through digital media. We want professional videos and materials.

Ward Mungo suggested that social media would be the best platform.

Allison Terracio suggested that information will thrive on Facebook.

Kevin Connelly suggested that a better definition is needed for attainable.

Councilor Herbert suggested a proclamation for Hunger and Homelessness Awareness Week.

Jennifer Moore announced that the Hunger & Homelessness Awareness Week Prayer Breakfast is scheduled for November 18, 2022 at 9:00 a.m. at Shandon Presbyterian Church.



We Are Columbia

COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, OCTOBER 11, 2022

3. Development Committee Report - Dr. Lila Anna Sauls

Lila Anna Sauls agreed to chair the Development Committee and Ward Mungo will serve as co-chair. We reviewed and streamlined the initial priorities for the Development Committee. We all agreed on the market analysis because what we do needs to be based on data. The SC Homebuilders Association on behalf of SC State Housing will have the market analysis that comes out every two years. We can couple that with data from Columbia Housing. You will have everything from 30% to 120% to talk about the entire picture of the need for attainable housing. We want to dig deeper into capital opportunities. We talked about approaching deadlines. The transparency and regulations of funding from State Housing is going to disqualify smaller agencies and church driven Community Development Corporations (CDCs). Capacity building is needed for those organizations followed by how you would develop the affordable housing. We talked about proposed changes to the rehab renovation program that a lot of the small CDCs use. It adds levels of inspections and the smaller CDCs may not have the capacity to take advantage of the program moving forward. We circled back to capital for developers. The money isn't there. What kind of incentives could be offered? What are other cities doing to make it attractive for affordable housing developers to build units?

Councilor Herbert asked if we are targeting affordable housing developers or developers to make sure we get more affordable housing.

Lila Anna Sauls said you can be a housing developer incentivized to build affordable units.

Ward Mungo asked what level of affordability we are going to tackle. A market rate developer may be able to hit the workforce levels, but tapping into the markets that allow developers to get tax credits is not a skill set that a market rate developer carries. They will need to partner with an affordable developer to make that a reality. It is important to define what we want so that we attract the right people.

Councilor Herbert said it is important to make sure the affordable housing developers continue what they are doing and to encourage market rate developers to build workforce/affordable housing.

Lila Anna Sauls said the market analysis is going to show that you need both. We talked about doing a deeper dive into the best use of condemned properties. We would use the task force meeting to bring in city staff to educate the group on one subject matter at a time. The next step would be finding best practices and programs that we can use while waiting on the market analysis.



We Are Columbia

COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, OCTOBER 11, 2022

Councilor Herbert said I will talk with staff about getting the condemned properties list early next year. Is there anything else you need from me or staff?

Lila Anna Sauls said it would be helpful for them to bring programs to the table.

Melissa Gentry, Assistant City Manager for Development said the Catawba Project received tax abatement and one of the conditions was that they included an affordable housing component. They recently contacted us to ensure that they understand what that means. They are committed to it. Most of the other incentive projects are around a market that targets students. Catawba may be a good group for us to talk to and better understand how that works.

STAFF REPORT

4. Columbia Compass Housing Recommendations - Ms. Leigh DeForth, AICP, Comprehensive Planner / City of Columbia Planning and Development Services Department

Leigh DeForth, AICP, Comprehensive Planner / Planning and Development Services Department said Columbia Compass is the city's comprehensive plan. The work of the committee aligns with the guiding principles of the plan, especially those in the housing chapter. There are specific recommendations and other recommendations that overlap because land use, economic development, and transportation interrelate with housing. I created a spreadsheet with ten recommendations from Columbia Compass that align with the work of the committee: eight from the housing chapter; one from the economic development chapter; and one from the community facilities chapter. We noticed that the Advocacy Committee's goals align more closely with the recommendations tied to inter-organizational collaboration, outreach, education, and building social capital. The Advocacy Committee is spending less time on revising city standards and more time on developing those collaborative teams and neighborhood assistance. Partnering with the fair housing campaign will also help build life skills for tenants. There is not a recommendation in Columbia Compass tied to establishing a housing court. The spirit of that work is not against anything in the comprehensive plan and eviction data is supportive of the need to deal with that crisis. We have provided a cheat sheet, details on the recommendations, and case studies that look at what other communities are doing. Let me know if there is something that I can highlight or include in the annual report on the implementation of Columbia Compass.



We Are Columbia

COLUMBIA AFFORDABLE HOUSING TASK FORCE MEETING MINUTES TUESDAY, OCTOBER 11, 2022

Councilor Herbert said my overarching reason for including this report is to make sure that we understand that the committee is not the lone wolf; we are helping the city achieve recommendations and goals that are part of Columbia Compass. This is our validation and every six months I want to make sure we are continuously validated in what we are doing to help the city reach its goals with affordable housing.

NEXT STEPS

5. Committee Meeting Schedule - Ms. Erika Moore Hammond, City Clerk

Erika Hammond, City Clerk said it is easier for the committees to meet on the Tuesdays that the task force is not meeting. The next committee meetings will be held on Tuesday, November 8, 2022. One committee can meet at 11:00 a.m. and the other meeting time can be determined.

6. Task Force Meeting Schedule - The Honorable Tina N. Herbert, Chair

Councilor Herbert said the task force will not meet in December.

There was consensus of the committee to conduct task force meetings on the second Tuesday of odd-numbered months at 11:00 a.m. and committee meetings will meet on the second Tuesday of even-numbered months effective January 2023.

ADJOURNMENT

The meeting was adjourned at 11:56 a.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council Legislative Committee Report - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Final 2023 City of Columbia Legislative Priorities (PDF)



2023 City of Columbia State Government Priorities

Policy

- ✓ Special legislation on taxes to be introduced
- ✓ Littering fines increases / other municipal fines increases
- ✓ Red light cameras for traffic calming: Redefine and craft a good program with civil penalties to push forward.
- ✓ Inclusionary zoning bill – gives local governments ability to do it: Incentivize but not required. Continue to monitor legislation.
- ✓ Workforce development for young adults

Budget

- ✓ Addressing access to mental health services after 5:00 / Department of Mental Health Crisis Stabilization Unit
- ✓ Finish Assembly Street Railroad Separation – Rep. Finlay
- ✓ Finish quiet zones all the way to the City limit – Sen. Harpootlian
- ✓ Homeless Shelter/Supportive and/or transitional housing options- Rep. Rutherford
- ✓ Home Repair Assistance (Greenview, Belmont) – Rep. Howard
- ✓ Funding for parks – other funds in accounts controlled by the county delegation- Sen. Scott
- ✓ Affordable Housing (gap funding for identified projects)
- ✓ Beautification of SCDOT roads in the City (inserted in DOT budget)
- ✓ Raising cap on ARPA funds for Water/Wastewater Systems our size
- ✓ Sidewalk Upgrades, Installations, Improvements

Note

- ✓ Legislative Reception to be held on January 31, 2022 from 5:30 p.m. to 8 p.m. at the Capitol Center (1201 Main Street, Columbia SC 29201 – First Floor).



We Are Columbia

MEETING DATE: November 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Project Framework
GSM of North Main, LLC and Peak Drift Beverages, LLC